



REPUBLIC
OF
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REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

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No. 15119

LEGAL NOTICES

WETLIKE KENNISGEWINGS

B

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

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

(COMMENCEMENT: 1 JUNE 1993)

LIST OF FIXED TARIFF RATES

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

LYS VAN VASTE TARIEWE EN

VOORWAARDES

VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE STAATSKOERANT

(INWERKINGTREDING: 1 JUNIE 1993)

LYS VAN VASTE TARIEWE

Gestandaardiseerde kennisgewings

*Tarief per
plasing*

R

| | |
|---|-------|
| BESIGHEIDSKENNISGEWINGS..... | 26,80 |
| BOEDELWETTEKENNISGEWINGS: Vorms J 297, J 295, J 193 en J 187..... | 11,20 |
| INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS: Vorms J 28, J 29 en Vorms 1 tot 9..... | 22,50 |

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

| | |
|---|-------|
| ONOPGEËISTE GELDE—slegs in die buitengewone <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag")..... | 6,60 |
| VERLORE LEWENSVERSEKERINGSPOLISSE: Vorm VL..... | 13,50 |

Nie-gestandaardiseerde kennisgewings

DRANKLISENSIE-KENNISGEWINGS in buitengewone *Staatskoerant*:

| | |
|--|-------|
| Alle provinsies verskyn op eerste Vrydag van elke kalendermaand | 38,10 |
| <i>(Sluitingsdatum vir indiening is twee weke voor publiseringsdatum.)</i> | |

GEREGTELIKE EN ANDER OPENBARE VERKOPE:

| | |
|---|--------|
| Geregtelike verkope | 102,80 |
| Openbare veilings, verkope en tenders: | |
| Tot 75 woorde | 31,30 |
| 76 tot 250 woorde | 80,50 |
| 251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel) | 129,70 |

| | |
|---|-------|
| LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS | 40,30 |
|---|-------|

MAATSKAPPYKENNISGEWINGS:

| | |
|--|--------|
| Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasies, ens.; sluiting van oordrag- of lede- registers en/of verklaring van dividende..... | 51,40 |
| Verklaring van dividende met profytstate, notas ingesluit | 118,40 |
| Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidasies..... | 178,80 |

ORDERS VAN DIE HOF:

| | |
|--|--------|
| Voorlopige en finale likwidasies of sekwestrasies..... | 67,10 |
| Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking | 178,80 |
| Geregtelike besture, <i>kurator bonis</i> en soortgelyke en uitgebreide bevele <i>nisi</i> | 178,80 |
| Verlenging van keerdatum | 22,50 |
| Tersydestelling en afwysings van aansoeke (J 158) | 22,50 |

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, paraagraaf 10 (2), voorgeskryf:

| Number of words in copy Aantal woorde in kople | 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.

SLUITINGSTYF VIR DIE AANNAME VAN KENNISGEWINGS

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

2. (1) The copy for a separate *Government Gazette* must be handed in not later than **three calendar weeks** before date of publication.

(2) Copy of notices received after closing time will be held over for publication in the next *Government Gazette*.

(3) Amendment or changes in copy of notices cannot be undertaken unless instructions are received **before 15:30 on Mondays**.

(4) Copy of notices for publication or amendments of original copy cannot be accepted over the telephone and must be brought about by letter, by telegram or by hand.

(5) In the case of cancellations a refund of the cost of a notice will be considered only if the instruction to cancel has been received on or before the stipulated closing time as indicated in paragraph 1 above.

APPROVAL OF NOTICES

3. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

4. The Government Printer will assume no liability in respect of—

- (1) any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
- (2) erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;
- (3) any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

5. Advertisers will be held liable for any compensation and costs arising from any action which may be instituted against the Government Printer in consequence of the publication of any notice.

2. (1) Wanneer 'n aparte *Staatskoerant* verlang word moet dit **drie kalenderweke** voor publikasie ingedien word.

(2) Kopie van kennisgewings wat na sluitingstyd ontvang word, sal oorgehou word vir plasing in die eersvolgende *Staatskoerant*.

(3) Wysiging van of veranderings in die kopie van kennisgewings kan nie onderneem word nie tensy opdragte daarvoor ontvang is **voor 15:30 op Maandae**.

(4) Kopie van kennisgewings vir publikasie of wysigings van oorspronklike kopie kan nie oor die telefoon aanvaar word nie en moet per brief, per telegram of per hand bewerkstellig word.

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

- (1) enige vertraging by die publikasie van 'n kennisgewing of vir die publikasie daarvan op 'n ander datum as dié deur die adverteerder bepaal;
- (2) die foutiewe klassifikasie van 'n kennisgewing of die plasing daarvan onder 'n ander afdeling of opskrif as die afdeling of opskrif wat deur die adverteerder aangedui is;
- (3) enige redigering, hersiening, weglating, tipografiese foute of foute wat weens dowwe of onduidelike kopie mag ontstaan.

AANSPREEKLIKHEID VAN ADVERTEERDER

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

COPY

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

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

- (1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

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

KOPIE

6. Die kopie van kennisgewings moet slegs op een kant van die papier getik wees en mag nie deel van enige begeleidende brief of dokument uitmaak nie.

7. Bo aan die kopie, en weg van die kennisgewing, moet die volgende aangedui word:

- (1) Die aard van die kennisgewing.

Let Wel: Voornemende adverteerders word hierby dringend versoek om **duidelik aan te dui** onder watter hofie hul advertensies of kennisgewings geplaas moet word.

- (2) Die opskrif waaronder die kennisgewing geplaas moet word.

- (3) Die tarief (bv. "Vaste tarief", of "Woordetal-tarief") wat op die kennisgewing van toepassing is, en die koste verbonde aan die plasing daarvan.

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

BETALING VAN KOSTE

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

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

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

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

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

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

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

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

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

PROOF OF PUBLICATION

15. Copies of the *Government Gazette* which may be required as proof of publication may be ordered from the Government Printer at the ruling price. The Government Printer will assume no liability for any failure to post such *Government Gazette(s)* or for any delay in dispatching it/them.

BEWYS VAN PUBLIKASIE

15. Eksemplare van die *Staatskoerant* wat nodig mag wees ter bewys van publikasie van 'n kennisgewing kan teen die heersende verkoopprijs van die Staatsdrukker bestel word. Geen aanspreeklikheid word aanvaar vir die versuim om sodanige *Staatskoerant(e)* te pos of vir vertraging in die versending daarvan nie.

Important Notice

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

Belangrike Kennisgewing

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

IMPORTANT ANNOUNCEMENT

Closing times PRIOR TO PUBLIC HOLIDAYS for

LEGAL NOTICES
GOVERNMENT NOTICES **1993**

The closing time is 15:00 sharp on the following days:

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

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

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

BELANGRIKE AANKONDIGING

Sluitingstye VOOR VAKANSIEDAE vir

WETLIKE KENNISGEWINGS
GOEWERMENSKENNISGEWINGS **1993**

Die sluitingstyd is stiptelik 15:00 op die volgende dae:

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

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

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

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

TRANSVAAL

Case 3594/92

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

In the matter between **Standard Bank of S A Limited**, Plaintiff, and **Mdileleni Robert Diadla**, Defendant

In pursuance to a judgment of the above Honourable Court and writ of execution dated 3 November 1992, the undermentioned property will be sold in execution by the Sheriff of the Court, Brakpan, on 8 October 1993 at 11:00, at the office of the Sheriff, 439 Prince George Avenue, Brakpan, to the highest bidder without reserve:

Certain: Erf 18333, Tsakane Extension 8 Township, Registration Division IR, Transvaal.

Situated at: 18333 Tsakane Extension 8.

Measuring: 320 (three hundred and twenty) square metres.

Held under Deed of Transfer TL20144/90.

The following improvements subsist in the property, but no guarantee thereto is given.

Semi-face brick house under tiled roof consisting of lounge, two bedrooms, bathroom, kitchen.

The conditions of sale, which shall be read immediately prior to the sale, shall for inspection lie at the offices of the Sheriff of the Court, Brakpan.

The most important conditions therein contained are the following:

(a) The property shall be sold for cash to the highest bidder without reserve, and subject to the rights of the Bondholders as set out in the conditions of sale.

(b) The sale will be subject to payment of 10% (ten per centum) of the purchase price on the date of sale and a bank or building society guarantee to be furnished within fourteen (14) days of date thereof, securing payment of the balance.

Dated at Brakpan this the 20th day of August 1993.

A. G. Reid, for AG Smuts & Reid, First Floor, 631A Voortrekker Road, Brakpan. (Ref. Mr Reid/MS/K90/SS175.)

Saak 1878/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **Saambou Bank Bpk.**, Vonnisskuldeiser, en **Thembinkosi Jostina Mahungele**, Vonnisskuldenaar.

Kennis geskied hiermee dat na aanleiding van 'n vonnis deur bostaande agbare hof toegestaan en ingevolge 'n lasbrief vir eksekusie gedateer 30 Junie 1993, die onderstaande eiendom in eksekusie verkoop sal word aan die hoogste bieder op 8 Oktober 1993 om 11:00, ten kantore van die Baljuverkoopperseel, Prince Georgelaan 439, Brakpan:

Erf 18925 Tsakane-uitbreiding 8, groot 274m², geleë te Nwendzamalalastraat 18925, Tsakane-uitbreiding 8, Brakpan.

Bestaande uit: Sitkamer, hoofslaapkamer plus slaapkamer, badkamer met aparte toilet en kombuis. Buitegeboue: Draadomheining (drie kante): mure-steen-dak teëls.

Vernaamste verkoopvoorwaardes:

1. Die eiendom word voetstoots per openbare veiling verkoop en niks word gewaarborg nie.
2. Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) plus verkoopkommissie, betaalbaar op die dag van verkoping. Die saldo, tesame met rente teen die heersende bouvereniging- of bankrentekoers bereken vanaf die dag van verkoping tot die datum van finale betaling, albei datums ingesluit, sal betaal of verseker word by wyse van 'n goedgekeurde bouvereniging- of bankwaarborg binne 21 (een-en-twintig) dae na die datum van die verkoping.
3. Die koper is aanspreeklik vir die betaling van alle bedrae nodig om transport te neem, insluitende hereregte, belastinge, sanitêre fooie, rente en verkoopkommissie.
4. Die eiendom word verkoop onderhewig aan enige bestaande huurkontrak.
5. Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Prince Georgelaan 439, Brakpan.
6. Indien die koper die verkoopvoorwaardes verbreek, sal hy die deposito in paragraaf 2 hierbo na verwys verbeur ten gunste van die Eksekusieskuldeiser, sonder benadeling van die Eksekusieskuldeiser se regte om verdere eise vir skadevergoeding teen die koper in te stel.
7. Hierdie verkoping is onderhewig aan die bepalings van die Landdrosowerwet, in besonder artikel 66 (2) van genoemde Wet.

Gedateer te Brakpan op hierdie 10de dag van Augustus 1993.

A. G. Smuts, vir A. G. Smuts & Reid, Prokureurs vir Vonnisskuldeiser, Eerste Verdieping, Voortrekkerweg 631A, Posbus 743, Brakpan, 1540. (Tel. 740-1530/2.) (Verw. mnr Smuts/gb/D242.)

Saak 28375/92

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk** handeldrywend as Trustbank, Eiser, en **Paulus Johannes Venter**,
Eerste Verweerder, en **Anna Venter**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bovermelde saak op 8 Desember 1992, sal 'n verkoping van die volgende eiendom deur die Balju vir die Hooggeregshof, Cullinan, op Vrydag, 1 Oktober 1993 om 11:00, voor die Landdroskantoor, Cullinan, gehou word sonder 'n reserweprys, die koopprys egter onderhewig aan die goedkeuring van die Eiser en op voorwaardes wat deur genoemde Balju, Cullinan, gelees sal word ten tye van die verkoping en welke voorwaardes tans ter insae lê by sy genoemde kantoor.

Sekere: Gedeelte 60 (gedeelte van Gedeelte 3) van die plaas Elandshoek 337, Registrasieafdeling JR, Transvaal.

Grootte: 9,0694 (nege komma nul ses nege vier) hektaar.

Beskrywing: Bouvallige steenwoning onder sinkdak. Sementdam.

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

Gedateer te Florida op hede die 31ste dag van Augustus 1993.

Cronje Van Heerden, Prokureur vir Eiser, p/a Michael Matus Garber, Starhof, Julesstraat 298, Jeppestown, Posbus 1494, Florida, 1710, Docex 21, Roodepoort. (Tel. 472-3774/3640.) (Verw. Mnr C. van Heerden/rh/TB 164/92.)

Case 10061/92

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

In the matter between **A. F. Jansen**, Plaintiff/Execution Creditor, and **Dudley Laing**, First Defendant/Execution Debtor, and **Petronella Johanna Laing**, Second Defendant/Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 18 January 1993 and a writ of execution issued pursuant to this judgment, the following will be sold in execution without reserve to the highest bidder on 15 October 1993 at 15:00, at the offices of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs:

Certain: Erf 379, Selection Park Township, Registration Division IR, Transvaal.

Measuring: 1176 (one thousand one hundred and seventy-six) square metres.

Held: By the Defendant under Deed of Transfer T34778/87.

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

Main buildings: Brick building under iron roof consisting of: Entrance-hall, lounge, kitchen, three bedrooms, closed stoep, bathroom. **Outbuildings:** Garage, servant's room, outside toilet.

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

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

Dated at Springs this 23rd day of August 1993.

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

Saak 1895/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Bank of Lisbon International Ltd**, Eiser (Eksekusieskuldeiser), en **L G S Rabbiter CC**, Verweerder (Eksekusieskuldenaar)

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 1 Oktober 1993 om 10:00:

Beskrywing: Sekere verbeterde eiendom naamlik Hoewe 14, Homelands-landbouhoewe, geleë in die dorpsgebied Vereeniging, ook bekend as Homelands 14, Vereeniging, Registrasieafdeling IR, Transvaal, groot 2,1494 (twee komma een vier nege vier) hektaar, gehou kragtens Akte van Transport T13099/89.

Terme: Een tiende (1/10) van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 24% (vier-en-twintig persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank of bouvereniging en 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 27ste dag van Augustus 1993.

M. J. Boyens en S. J. Venter, vir Boyens & Venter, Senator Markslaan 42A, Posbus 2186, Vereeniging. (Tel. 21-1625/6.) (Verw. S. Harmse/L259.)

Case 17324/93
PH 135IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Eskom**, Plaintiff, and **Mahlaba, Queen**, Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at 182 Leeupoort Street, Boksburg, on 1 October 1993 at 11:15, on the conditions read out by the auctioneer at the office of the Sheriff, 182 Leeupoort Street, Boksburg; prior to the sale, of the undermentioned property situated at:

Erf 350, Vosloorus Extension 3 Township, Registration Division IR, Transvaal, measuring 308 (three hundred and eight) square metres, held by Certificate of Registered Grant of Leasehold TL28436/1988, which is zoned as residential and consists of (not guaranteed):

A dwelling, lounge, kitchen, two bedrooms, bathroom and watercloset.

2. Terms:

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

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

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

2.2.2 Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 20th day of August 1993.

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

Case 1596/93

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

In the matter between **Federated Timbers (Pty) Limited**, trading as F T Building Supplies Bethal, Plaintiff, and **Norman J Mackay**, First Defendant, and **Schalk Gerhardus Pretorius**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale with reserve will be held at the Magistrates' Courts Offices, Evander, by the Sheriff of the Supreme Court, Highveld Ridge, on Wednesday, 6 October 1993 at 11:00, of the undermentioned property of the First Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Highveld Ridge, First Floor, Lastinda Building, Evander:

Erf 589, in the Township of Evander Extension 5, Registration Division IS, measuring 931 square metres and held under Deed of Transfer T3974/80, known as 36 Cambridge Street, Evander.

The property consists of a stand with improvements although nothing in this respect is guaranteed:

Improvements: Single garage, tile roof, three bedrooms, kitchen, dining-room, TV-room, bathroom and swimming-bath.

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 date of sale.

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

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

V. Stupel, for Hack Stupel & Ross, Attorneys for Plaintiff, Standard Bank Chambers, Church Square, P.O. Box 2000, Pretoria. (Tel. 325-4185.) (Ref. Mr Stupel/ML VS 6517 (D))

Case 1596/93

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

In the matter between **Federated Timbers (Pty) Limited**, trading as F T Building Supplies Bethal, Plaintiff, and **Norman J. Mackay**, First Defendant, and **Schalk Gerhardus Pretorius**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale with reserve will be held at the Magistrates' Courts Offices, Evander, by the Sheriff of the Supreme Court, Highveld Ridge, on Wednesday, 6 October 1993 at 11:00, of the undermentioned property of the First Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Highveld Ridge, First Floor, Lastinda Building, Evander:

Erf 2177, in the Township of Evander Extension 5, Registration Division IS, measuring 1 000 square metres and held under Deed of Transfer T52057/90, known as 7 Port Elizabeth Road, Evander.

The property consists of a stand with no improvements although nothing in this respect is guaranteed.

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 date of sale.

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

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

V. Stupel for Hack Stupel & Ross, Attorneys for Plaintiff, Standard Bank Chambers, Church Square, P.O. Box 2000, Pretoria. (Tel. 325-4185.) [Ref. Mr Stupel/ML VS 6517 (E)]

Case 4818/93

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

In the matter between **Natal Building Society Limited**, Plaintiff, and **Mohamed Abkar Shaik**, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 16 July 1993, and a warrant of execution, the undermentioned property will be sold in execution on 1 October 1993 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 781, Bakerton Extension 4 Township, Registration Division IR, Transvaal, known as 48 Teabush Road, Bakerton Extension 4, Springs, measuring 630 (six hundred and thirty) square metres, held under Deed of Transfer T16427/1990.

Improvements: Brick building under tiled roof, consisting of two bedrooms, bathroom, toilet, kitchen, lounge and dining-room.

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid on the date of sale and the balance together with interest to be paid or secured by an approved bank or building society guarantee within fourteen (14) days of the date of the sale.

2. The purchaser shall be liable for all costs and expenses to procure transfer including the Sheriff of the Magistrates' Courts fees.

3. The purchaser shall be liable for all outstanding rates and taxes.

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

Dated at Springs on this the 20th day of August 1993.

Hammerslag Gishen Stoloff De Swardt Inc., Plaintiff's Attorneys, Sixth Floor, Standard Bank Arcade, corner of Third Avenue and Fourth Street; P.O. Box 184, Springs. [Tel. (011) 812-2400.]

Case 12435/93

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 **Venter, Albertus Johannes**, 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 8 October 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 Holding 238 situated in the Township of Witpoort Estates Agricultural Holdings, Registration Division IR, Transvaal, being 238, 20th Road, Witpoort Estates Agricultural Holdings, Brakpan, measuring 4,0471 (four comma nought four seven 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, three bedrooms, bathroom with outbuildings with similar construction comprising of three servants' rooms.

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 24th day of August 1993.

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

Case 19520/93
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Watson: Jerome Kervin Patric**, 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, 7 October 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 2982, Eldoradopark Extension 3 Township, Registration Division IQ, Transvaal, area 286 (two hundred and eighty-six) square metres, situation 618 Num Num Street, Eldoradopark Extension 3.

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

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

Dated at Johannesburg on 25 August 1993.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N5:NT296.)

Case 19596/93
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Unterrainer: Josef Franz**, First Defendant, and **Sander: Helen Karen**, 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, 7 October 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 230, Westdene Township, Registration Division IR, Transvaal, area 496 (four hundred and ninety-six) square metres, situation 58A Second Avenue, Westdene, Johannesburg.

Improvements (not guaranteed): A house consisting of two bedrooms, bathroom, kitchen, lounge, dining-room, study with a cottage consisting of bedrooms, bathroom, store-room with precast walls around property.

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

Dated at Johannesburg on 25 August 1993.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N4:NB133.)

Saak 391/93

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

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **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 8 Oktober 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, Heidelberg, Transvaal.

Geteken te Heidelberg op hede die 19de dag van Augustus 1993.

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

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Magna Amanda Kruger**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 14 Julie 1993, die onderstaande eiendom te wete:

Erf 368, Geduld-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Vyfde Laan 50, Geduld, Springs, in eksekusie verkoop sal word op 1 Oktober 1993, aan die hoogste bieder, by die kantore van die Balju-Landdroshof, Vierde Straat 66, Springs om 15:00.

Die volgende verbeteringe skyn op die eiendom te wees maar word nie gewaarborg nie:

Verbeteringe: Woonhuis van baksteen gebou onder sinkdak bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer.

Buitegeboue: Motorhuis, bediendekamer en toilet.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 23ste dag van Augustus 1993.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs 1560. (Tel. 812-1455/6/7.)

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Balju, Beaconsfieldlaan, Vereeniging, 1939, op Vrydag, 15 Oktober 1993 om 10:00.

Eksekusiekrediteur: **Nedcor Bank Beperk**.

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

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

(a) Die verkoping sal deur Publieke Veiling gehou word en sonder reserwe en sal voetstoots wees.

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

(c) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die 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 R400,00 (vierhonderd rand), watter een ookal die meerdere is, tesame met die Balju se kostes van 4% 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 bepalinge van die voorwaardes van verkoping, mag die Verkoper verplig wees om 10% van die koopprys te betaal as rouwkoop.

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

Saak 4786/93.

Vonnisskuldenaar: **M. J. Chabalala**, en **M. R. Chabalala**.

Eiendom: Alle reg, titel en belang ten opsigte van die Huurpag in Perseel 2004, Stretford-uitbreiding 1, Registrasieafdeling IQ, Transvaal.

Grootte van eiendom: Groot 449 vierkante meter.

Beskrywing van eiendom: Drieslaapkamerwoning met geen motorhuis.

Straatadres van eiendom: Perseel 2004, Stretford-uitbreiding 1, Palm Springs.

Rente op vonnisskuld: 18%

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclayssentrum, Lesliestraat 29; Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/6/518.)

Saak 30982/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **Procast Engineering CC**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 29 Junie 1993, sal die onderstaande eiendom op 6 Oktober 1993 om 10:00, te die kantoor van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 1 van Erf 30, geleë in die dorpsgebied Bellevue PTA, Registrasieafdeling JR, Transvaal, bekend as Krigestraat 494, Bellevue, Pretoria.

Beskrywing: Half voltooid fabrieksgebou.

Verbandhouer(s): Standard Bank, Momentumsentrum, Vyfde Verdieping, Westoring, Pretoria.

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

Die belangrikste voorwaardes daarin vervat is die volgende:

'n Kontant 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 26ste dag van Augustus 1993.

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

Case 6272/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Koenie Slabbert**, First Defendant, and **Maude Muriel Slabbert**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 6 July 1993, the property listed hereunder will be sold in execution on Friday, 8 October 1993 at 11:00, at the office of the Sheriff of the Magistrate's Court Office, 439 Prince George Avenue, Brakpan, to the highest bidder:

Erf 161, Geluksdal Township, Registration Division IR, Transvaal, measuring 338 (three hundred and thirty-eight) square metres, known as 161 Josias Street, Geluksdal, Brakpan.

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

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

Main building: Bricks under tiles residence comprising three bedrooms, kitchen, lounge, dining-room and two bathrooms.

Outbuildings: Garage and store-room.

Fencing: Wire.

The material conditions of sale are:

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

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

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

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

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

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

Dated at Benoni on this the 20th day of August 1993.

H. J. Falconer, for A. E. Cook, Cook & Falconer, Execution Creditor's Attorneys, Second Floor, Permanent Building, 47 Prince's Avenue, P.O. Box 52, Benoni. (Tel. 845-2700.) (Ref. HJF/Mrs Kok.)

Case 8295/93
PH 136

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Camilo Pereira de Sousa Neto**, First Defendant, and **Geoffrey Ian Radus**, Second Defendant, in their capacities as trustees of the Camilo Pereira Family Trust Neto, Camilo Pereira de Sousa

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 conducted by the Sheriff, Johannesburg, at the offices of the Sheriff for Johannesburg, 131 Marshall Street, Johannesburg, on Thursday, 7 October 1993 at 10:00, of the undermentioned property of the First 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, Johannesburg, at 131 Marshall Street, Johannesburg:

Erf 1038, Yeoville Township, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five) square metres, situated at 12 Regent Street, Yeoville, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Brick dwelling with iron roof, consisting of entrance-hall, lounge, family room, kitchen, scullery, three bedrooms, bathroom and store-room. Outbuildings consisting of three servant's rooms with toilet and shower.

Zoning: Residential.

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

Auctioneer's charges, payable on the day of 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). Minimum charge R100 (one hundred rand).

Dated on the 17th day of August 1993.

C. B. McEwan, Plaintiff's Attorney/s, Suite 202, Second Floor, Benmore Gardens Shopping Centre, 11th Street, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/6C423.)

Case 8295/93

PH 136

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Camilo Pereira de Sousa Neto**, First Defendant, and **Geoffrey Ian Radus**, Second Defendant, in their capacities as trustees of the Camilo Pereira Family Trust Neto, Camilo Pereira de Sousa

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 conducted by the Sheriff, Johannesburg, at the offices of the Sheriff for Johannesburg, 131 Marshall Street, Johannesburg, on Thursday, 7 October 1993 at 10:00, of the undermentioned property of the First 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, Johannesburg, at 131 Marshall Street, Johannesburg:

Erf 891, Berea Township, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five) square metres, situated at 79 Hillbrow Street, Berea, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Brick dwelling with iron roof, consisting of entrance-hall, lounge, dining-room, kitchen, scullery, pantry, three bedrooms, bathroom and shower. Outbuildings consisting of servants' quarters with toilet and garage.

Zoning: Residential.

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

Auctioneer's charges, payable on the day of 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). Minimum charge R100 (one hundred rand).

Dated on the 17th day of August 1993.

C. B. McEwan, Plaintiff's Attorney/s, Suite 202, Second Floor, Benmore Gardens Shopping Centre, 11th Street, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/6C423.)

Case 11710/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Jacobus Frederik van Staden**, First Defendant, and **Mercia van Staden**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 8 October 1993 at 10:00, in front of the Magistrate's Court, Nelspruit:

Remaining Extent of Erf 1728, in the Township of Nelspruit Extension 10, Registration Division JU, Transvaal, measuring 886 square metres, held by the First and Second Defendants under Deed of Transfer T74531/90, situated at 24 Stratos Street, Nelspruit.

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

Dwelling-house consisting of three bedrooms, two bathrooms, toilet and wash and hand-basins, entrance-hall, lounge, dining-room, family room, kitchen and scullery. Outbuildings consisting of two garages, toilet and store.

Terms: Ten per centum (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, Nelspruit.

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501) (Ref. R365484/as.)

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **A. J. Skinner**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs dated 28 December 1987, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 8 October 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 549, Dersley, Springs, Registration Division IR, Transvaal, measuring 902 square metres.

Postal address: 24 Epidote Street, Dersley, Springs.

Improvements (but nothing is guaranteed in respect hereof): Brick building with tiled roof, three bedrooms, two bathrooms, kitchen, lounge/dining-room, carport 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 centum) of the purchase price in cash against signing of the conditions of sale, and the balance of the purchase price, together with interest at current building society interest rates, from the date of the sale to date of registration of transfer shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, and to be furnished within fourteen (14) days after the date of sale.

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

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

Dated at Springs on this the 26th day of August 1993.

J. H. van Heerden, for J. H. van Heerden & Cohen, Second Floor, Permanent Building, 74 Third Street, Springs. (Ref. Mr Van Heerden/kj/S87185.)

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **E. M. Nkambule**, First Defendant, and **J. S. Tsotetsi**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs dated 19 November 1991 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 8 October 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 14588, kwaThema Extension 2, Springs, Registration Division IR, Transvaal, measuring 308 square metres.

Postal address: 5 Mcebi Street, kwaThema, Springs.

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

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

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

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

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

Dated at Springs on this the 26th day of August 1993.

J. H. van Heerden, for J. H. van Heerden & Cohen, Second Floor, Permanent Building, 74 Third Street, Springs. (Ref. Mr Van Heerden/kj/N91135.)

Case 30813/92
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Zuohn Properties CC** (CK 88/23496/23),
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 7 October 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 1 of Erf 85, situated in the Township of Bramley, Registration Division IR, Transvaal, being 163 Corlett Drive, Bramley, Johannesburg.

Measuring: 1 487 (one thousand four hundred and eighty-seven) square metres.

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

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

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

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

Dated at Johannesburg on the 26th day of August 1993.

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

Case 12421/91
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Edward Stephen McArthur**, 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 8 October 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 Erf 1790, situated in the Township of Dalpark Extension 6, Registration Division IR, Transvaal, being 17 Augrabies Avenue, Dalpark Extension 6, Brakpan, measuring 855 (eight hundred and fifty-five) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 26th day of August 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. Foreclosures/amvb.)

Case 9487/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Nkata, David John**, First Execution Debtor, and **Sonqoishe, Sindiso Eleanor**, Second Execution Debtor.

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 6 October 1993 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, 4 Du-Plessis Street, Florentia, Alberton, prior to the sale:

Certain Erf 504, situated in the Township of Roodekop, Registration Division IR, Transvaal, being 176 Nederveen Street, Roodekop, measuring 805 (eight hundred and five) square metres.

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

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

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

Dated at Johannesburg on this the 26th day of August 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. Foreclosures/amvb.)

Case 12449/93
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 Wyk Frederick Carel Christian de Wet**, 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 8 October 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 Holding 135, situated in the Township of Rikassus, Registration Division IQ, Transvaal, being Plot 135, Rikassus, Randfontein, measuring 2,5696 (two comma five six nine six) hectares.

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

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 August 1993.

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

Case 18953/93
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 **Lopes Miguel Antonio Cardoso**, Execution Debtor, and **Lopes Mariea Margarida Maia**, 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 7 October 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 85, situated in the Township of Elandspark, Registration Division IR, Transvaal, being 121 Sangiro Street, Elandspark, Johannesburg, measuring 708 (seven hundred and eight) square metres.

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

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

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

Dated at Johannesburg this 25th day of August 1993.

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

Case 3913/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Harmse, Sarel Johannes Daniel**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston, on 7 October 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Germiston, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain Erf 584, situated in the Township of Elsburg Extension 1, Registration Division IR, Transvaal, being 2 Park Lane Avenue, Elsburg Extension 1, Germiston, measuring 1 394 (one thousand three hundred and ninety-four) square metres.

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

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

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

Dated at Johannesburg this 25th day of August 1993.

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

Case 17845/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Homan, Frederic Trevor**, First Execution Debtor, and **Homan, Lorraine Maud**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston, on 7 October 1993 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Germiston, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain Erf 640, situated in the Township of Bedfordview Extension 124, Registration Division IR, Transvaal, being 26 Fouchee Terrace, Bedfordview Extension 124, measuring 1 983 (one thousand nine hundred and eighty-three) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached double storey brick built residence with tiled roof, comprising kitchen, lounge-/dining-room, entrance-hall, family room, study, snooker room, dress room, separate toilet, three bedrooms, two bathrooms with outbuildings with similar construction comprising of three garages, servant's room, toilet, shower, laundry and swimming-pool.

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

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

Dated at Johannesburg this 25th day of August 1993.

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

Case 9468/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **The Trustees for the time being of The Camilo Pereira Family Trust** (No. 1535/91), Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg, on 7 October 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 2 of Erf 233, situated in the Township of Lyndhurst, Registration Division IR, Transvaal, being 175 Lyndhurst Road, Lyndhurst, Johannesburg, measuring 1 862 (one thousand eight hundred and sixty-two) 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 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 August 1993.

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

**Case 31172/92
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 **Cloete, Johannes Daniël**, 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 8 October 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 Leeuwpoot Street, Boksburg prior to the sale:

Certain Portion 282 of Lot 192 situated in the Township of Klippoortje Agricultural Lots, Registration Division IR, Transvaal, being 8 Kammeldoring Street, Klippoortje Agricultural Lots, Boksburg, measuring 800 (eight hundred) square metres.

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

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

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

Dated at Johannesburg this 25th day of August 1993.

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

Case 7074/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Zindo William Malatji**, Plaintiff, and **M. D. Malatji**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following immovable property of the Defendant will be sold by public auction by the Sheriff, at the offices of the Sheriff, Wonderboom, on Friday, 1 October 1993 at 11:00, onwards on conditions which will be read out by the auctioneer at the offices of the Sheriff, prior to the sale:

Erf 1105, Mamelodi Gardens Extension 2, Registration Division, Transvaal (physical address 1105 Mamelodi Gardens Extension 2).

The improvements to the property consist of the following, although in this respect nothing is guaranteed: Three bedrooms, lounge, dining-room, kitchen, separate toilet and bathroom.

The terms of the sale are:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on 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 days from the date of sale.

2. Auctioneer's charges, payable on day of sale.

Signed at Pretoria this 18th day of August 1993.

H. Berkow, for Berkow Feinberg & Suliman, Plaintiff's Attorneys, Permanent Buildings, Pretorius Street, Pretoria. (Ref. Mr Berkow/BM338.)

Saak 283/93

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

In die saak tussen **Bankorp Beperk**, handeldrywende as Trustbank, Eiser, en **J. J. van Rooyen**, Verweerder

In uitvoering van 'n vonnis in die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie, gedateer 15 Februarie 1993 en behoorlik daartoe gelas deur die Eksekusieskuldeiser, sal die ondervermelde eiendom op Donderdag, 14 Oktober 1993 om 11:00 te die ondervermelde perseel te Loyddstraat 5, Birchleigh-Noord, Kempton Park, deur Libra Afslaaers BK, aan die hoogste bieder geregteelik verkoop word, naamlik:

Sekere Erf 709, Birchleigh-Noord-uitbreiding 2, Registrasieafdeling IR, Transvaal, groot 991 vierkante meter, bekend as Loyddstraat 5, Birchleigh-Noord, Kempton Park.

Die eiendom is verbeter deur die oprigting van 'n woonhuis en die gewone buitegeboue (die verbeterings word beweer maar nie gewaarborg nie).

Wesentliche verkoopvoorwaardes:

1. Die gemelde eiendom sal verkoop word sonder 'n reserweprys en per openbare veiling en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê, die voorwaardes van die transportakte en verder onderhewig aan die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. 10% (tien persent) van die koopprijs en afslaaerskoste by die verkoping in kontant, of by wyse van 'n bankgewaarborgde tjek en die balans plus rente teen 21 (een-en-twintig persent) per jaar moet betaal of gewaarborg word met 'n goedgekeurde bank, bougenootskap of ander aanvaarbare waarborg, wat binne 21 (een-en-twintig) dae na datum van die verkoping aan die Balju voorsien moet word.

3. Die volledige verkoopvoorwaardes is ter insae beskikbaar by die kantore van die Balju van die Landdroshof, Kempton Park, te Parkstraat 8, Kempton Park.

Gedateer te Alberton op hede die 25ste dag van Augustus 1993.

Badenhorst-Malan, Tweede Verdieping, Statsgebou, Forestraat, New Redruth, Alberton. (Tel. 907-2121/2.) (Verw. ICS/IW/T352/92.)

Case 865/93

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

In the matter between **NBS Bank Ltd** (No. 87/01384/06), Plaintiff, and **Happyman Ndlovu**, Defendant

Kindly take notice that pursuant to a judgment of the above honourable Court granted on 21 June 1993 and subsequent warrant of execution the following property will be sold in execution on 17 September 1993 at 09:00, at the offices of the Magistrate, Nigel, namely:

Stand 8150, Duduza.

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

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

Dated at Nigel on the 21st day of July 1993.

L. Etsebeth, for Lockett & Etsebeth, Attorneys for Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mrs Ras/N762.)

Case 16029/92

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Giovanni Victorio Bianchina**, 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 8 October 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 Erf 550, situated in the Township of Minnebron, Registration Division IR, Transvaal, being 24 Coetzee Street, Minnebron, Brakpan, measuring 533 (five hundred and thirty-three) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with metal roof, comprising kitchen, lounge/dining-room, four bedrooms, one and a half bathrooms with outbuildings with similar construction comprising of garage, 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 11th day of August 1993.

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

Saak 7904/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Louis Phillipus Swanepoel**, Eerste Verweerder, en **Cornelia Susanna Aletta Swanepoel**, Tweede Verweerder

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

Erf 373, geleë in die dorp Boetrand, Registrasieafdeling IP, Transvaal, groot 520 vierkante meter, ook bekend as Wilgerrivierstraat 6, Randlespark, Klerksdorp, onderhewig aan die volgende voorwaardes:

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

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

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

Buitegeboue: Twee motorhuise.

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

Gedateer te Klerksdorp op hierdie 12de dag van Augustus 1993.

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

Case 14789/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **City of Johannesburg Pension Fund**, formerly known as Johannesburg Municipal Second Pension Fund, Plaintiff, and **Frank Brandon Booysen**, 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, Overvaal, on 7 October 1993 at 10:00, of the undermentioned property of the Defendant on the conditions read out by the auctioneer at the offices of the Sheriff, De Klerk Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale and which may be inspected at the offices of the Sheriff prior to the sale, namely:

Portion 64 of Erf 5397, Ennerdale Extension 9, Registration Division IQ, Transvaal, in extent 454 (four hundred and fifty-four) square metres, held by Deed of Transfer T29573/1989, situated at 21 Coombes Avenue, Ennerdale Extension 9.

The following improvements are on the property and are reported but nothing is guaranteed: A single storey residence comprising lounge, three bedrooms, bathroom, kitchen and pre-cast walls.

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 fourteen (14) days from the date of sale. Auctioneer's charges, payable on the date of sale, to be calculated as follows: 5% (five per cent) on 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).

Signed at Johannesburg on the 10th day of August 1993.

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

Saak 6700/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Jacoba Francina Elizabeth Hern**, Verweerder

Ingevolge 'n uitspraak van die Landdros van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 14 Julie 1993, sal die ondervermelde eiendom op Vrydag, 8 Oktober 1993 om 10:00, te Balju van die Landdroshof, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 200, geleë in die dorpsgebied Ellaton, Registrasieafdeling IP, Transvaal, groot 911 vierkante meter, ook bekend as Aileensingel 24, Ellaton, Klerksdorp.

Onderhewig aan die volgende voorwaardes:

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

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

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

Buitegeboue: Motorhuis.

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

Gedateer te Klerksdorp op hierdie 12de dag van Augustus 1993.

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

Case 10823/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Seymore, Walter James**, First Defendant, and **Seymore, Christa**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 8 October 1993 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 968, Leachville Extension 1 Township, Registration Division IR, Transvaal, being 24 Augrabies Street, Leachville Extension 1, Brakpan, measuring 630 (six hundred and thirty) square metres.

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

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

Dated at Johannesburg on this 10th day of August 1993.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 52-8666.) [Ref. Mrs Teixeira/AF6221 (AB821).]

Case 34671/92

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

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Steyn: Anna Magrietha Elizabetha Maria**, First Defendant, and **Steyn: Jacobus Johannes**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 8 October 1993 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain: Erf 1234, Brenthurst Extension 1 Township, Registration Division IR, Transvaal, being 804 Prince George Avenue, Brenthurst Extension 1, Brakpan, measuring 999 (nine hundred and ninety-nine) square metres.

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

Building built of brick and plaster, tiled roof, comprising an entrance-hall, lounge, dining-room, five bedrooms, two bathrooms, kitchen, garage, servant's room, store, w.c. and laundry.

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 52-8666.) [Ref. Mrs Teixeira/AU0074 (AU74)]

Case 5799/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Erasmus: Michael Daniel**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 8 October 1993 at 11:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain: Erf 637, Dalview Township, Registration Division IR, Transvaal, being 17 Kirkland Street, Dalview, Brakpan, measuring 1 047 (one thousand and forty-seven) square metres.

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

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

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 52-8666.) [Ref. Mrs Teixeira/AU0137 (AU137)]

Case 5633/93

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Bernard Karl Hellberg**, 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 East on Wednesday, 6 October 1993 at 10:00, at the offices of the Sheriff Pretoria East, 142 Struben Street, Pretoria, 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:

Erf 855, in the Township Constantiapark Extension 2, Registration Division JR, Transvaal, held by virtue of Deed of Transfer T37426/1983, extent 1 253 square metres, known as 1041 Rover Road, Constantia Park.

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

A medium sized flat roof dwelling with semi-detached, self contained flat. Dwelling consists of entrance-hall, lounge, dining-room, family room, study, kitchen, laundry, three bedrooms, bathroom/toilet/hand-basin and toilet/shower/hand-basin. Outbuildings consist of three garages, carport and toilet. Precast fencing, brick and paving.

Terms: The sale is with reserve. Deposit of 10% (ten per cent) of the purchase price in case 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 East, within 14 (fourteen) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, 142 Struben Street, Pretoria East.

Dated at Pretoria this 19th day of August 1993.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Beach/jm/57376.)

Saak 549/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **D. R. W. Misselhorn**, Verweerder

Ingevolge vonnis van die Landdroshof, Meyerton, en lasbrief vir eksekusie gedateer 9 Augustus 1993, sal die ondervermelde eiendom op 7 Oktober 1993 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word:

Besonderhede van die eiendom, geleë binne die distrik Vereeniging, is soos volg:

Sekere Gedeelte 24, Erf 179, Meyerton Farms, Renosterstraat 7, Meyerton Farms, Registrasieafdeling IR, Transvaal, groot 1 130 (een een drie nul) vierkante meter.

Voorwaardes:

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

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

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

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

Aldus gedoen en geteken te Meyerton op hede die 9de dag van Augustus 1993.

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

Saak 12223/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Mahole William Masekwa**, Verweerder

Ingevolge 'n uitspraak van die Landdros, Klerksdorp en lasbrief vir eksekusie teen goed met datum 2 November 1992, sal die ondervermelde eiendom op Vrydag, 8 Oktober 1993 om 10:00, te Balju van die Landdroshof, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Perseel 1491, Jouberton-uitbreiding 2-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 267 vierkante meter.

Onderhewig aan die volgende voorwaardes:

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

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

3. Die volgende verbeterings word beweer op die eiendom te wees: 'n Enkelverdiepingwoning bestaande uit twee slaapkamers, een en 'n halwe badkamer, kombuis, eetkamer en sitkamer. Buitegeboue: Geen.

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

Geteken te Klerksdorp op hierdie 19de dag van Augustus 1993.

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

Case 11032/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Eskom Finance Company (Proprietary) Limited**, Plaintiff, and **Nortje, Deon Bernardus**, Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at Fourth Floor, Standard Chambers, President Street on 7 October 1993 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, Fourth Floor, Standard Chambers, President Street, Germiston, prior to the sale, of the undermentioned property situated at:

51 Stud Avenue, Dinwiddie, Germiston, being Erf 179, Dinwiddie Township, Registration Division IR, Transvaal, measuring 749 (seven hundred and forty-nine) square metres, held by Deed of Transfer T2591/1991, which is zoned as residential and consists of (not guaranteed):

A dwelling, entrance, lounge, dining-room, kitchen, laundry, three bedrooms, bathroom and shower, w.c. and shower, flatlet comprising bedroom, kitchen, bathroom and w.c.

2. Terms:

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

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

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

2.2.2 minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 20th day of August 1993.

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

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Heraldo Antonio Gomez**, 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, NG Sinodale Centre, 234 Visagie Street, Pretoria, on 12 October 1993 at 10:00, to the highest bidder:

Certain section 16, more fully described on Sectional Plan SS78/86 in the scheme known as Craig Owl, in respect of the land and buildings situated at Portion 1 of Erf 796, situated in the Township of Pretoria, Registration Division JR, Transvaal, measuring with a floor area of 91 square metres, situated at 43 Craig Owl Flats, 549 Van der Walt Street, Pretoria.

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 the rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

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

Description of property: Flat.

Lounge/dining-room, kitchen, three bedrooms, one and a half bathrooms, w.c. and shower.

Common property facilities: Garden, dry area and parking.

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

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

Signed at Pretoria on this 3rd day of September 1993.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Kartoudees/MB/N970.)

Saak 10812/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van Suid-Afrika Bpk.**, Eiser, en **Jeffy Amos Michael Makwela**, Eerste Verweerder, en **Onica Lorraine Makwela**, Tweede Verweerder

Eksekusieverkoping gehou te word te 603A Olivetti Huis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 7 Oktober 1993 om 10:00:

Van: Erf 7016, Saulsville, Registrasieafdeling JR, Transvaal, grootte 240 m² (tweehonderd en veertig) vierkante meter.

Die eiendom is geleë en staan bekend as Erf 7016, Saulsville, Pretoria.

Verbeterings bestaan uit sitkamer, drie slaapkamers, kombuis, badkamer en geteelde dak.

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

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

Die verkoopvoorwaardes kan ingesien word by die kantore van die Adjunkbalju, Pretoria-Noordwes.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Posbus 645, Pretoria, 0001. (Verw. mnr. Hugo/pd/SB326.)

Saak 11372/93

IN DIE LANDDROSKANTOOR VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Standard Bank van Suid-Afrika Bpk.**, Eiser, en **Americo Jose Dias Pereira**, Eerste Verweerder, en **Rhona Christine Pereira**, Tweede Verweerder

Eksekusieverkoping gehou te word te die kantore van die Landdroskantoor, Delvillestraat, Witbank, op 1 Oktober 1993 om 10:00:

Van: 'n Sekere eiendom bekend as Erf 1838, Tasbetpark-uitbreiding 3, Witbank, Registrasieafdeling JS, Transvaal, grootte 1.000 m² (eenduisend vierkante meter).

Die eiendom is geleë en staan bekend as Sersantstraat 16, Tasbetpark-uitbreiding 3, Witbank.

Verbeterings bestaan uit: Sit/eetkamer, drie slaapkamers, twee badkamers, kombuis, garage en bedienkamer.

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

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

Die verkoopvoorwaardes kan ingesien word by die kantore van die Adjunkbalju, Witbank.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS Gebou, Pretoriusstraat 259, Posbus 645, Pretoria, 0001. (Verw. mnr. Hugo/pd/SB328.)

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **Nedcor Bank Bpk.** (voorheen Nedperm Bank Bpk.) Eiser, en **G. P. du Plessis**, Verweerder

Ingevolge uitspraak van die Landdros Rustenburg, en lasbrief tot geregtelike verkoping met datum 26 April 1993, sal die ondervermelde eiendom op Vrydag, 8 Oktober 1993 om 10:30, te Joubertstraat 208, Rustenburg, aan die hoogste bieder geregtelik verkoop word, naamlik:

Gedeelte 2 van Erf 1290, in die dorp Rustenburg, Registrasieafdeling JQ, Transvaal, groot 1 428 vierkante meter, bekend as Joubertstraat 208, Rustenburg, gehou kragtens Akte van Transport T72595/87, waarop opgerig is een woonhuis van baksteenmure onder 'n sinkdak wat gesê word ses kamers, buiten kombuis, een en 'n halwe badkamers en gewone buitegeboue bestaande uit twee motorhuise, 'n bediendekamer en bediendetoilet asook 'n woonstel te bevat ten opsigte waarvan egter geen waarborg gegee word nie.

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

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

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

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

**Case 3570/92
PH 163**

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

In the matter between **Boksburg Town Council**, Judgment Creditor, and **Oosthuizen, J. O.** (Account No. 3400458005), Judgment Debtor, and **J. A. Oosthuizen**, Second Defendant

In execution of a judgment granted by the above Honourable Court on 5 May 1992, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 8 October 1993 at 11:15, of the undermentioned property of the Execution Debtor, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the above-mentioned Sheriff of the Court, prior to the sale:

Property being certain Erf 0458, in the Township of Lilianton Extension 1, held under Deed of Transfer T88843/1991, measuring 865 square metres, also known as 20 Barend Street, Lilianton.

Description: Construction under tile roof, three bedrooms, two bathrooms, lounge, dining-room, kitchen, garage, servant's room and toilet.

Improvements are not guaranteed.

The material conditions of sale are:

1. The properties will be sold voetstoots without reserve.
2. The purchaser shall pay 10% (ten per centum) of the purchase price cash immediately after the sale. Guarantee for balance within 14 days after the sale.
3. Possession and occupation on payment of deposit and costs:
4. All rights and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

The conditions of sale may be inspected at the Sheriff's Offices, Boksburg, and will be read out by the Sheriff prior to the sale.

Dated at Boksburg on the 24th day of August 1993.

Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, 384 Trichardt Road, P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. Theunissen/BZ1114.)

**Case 7582/92
PH 163**

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

In the matter between **Boksburg Town Council**, Judgment Creditor, and **Spandeel, D. H.** (Account No. 3310369003), Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 8 December 1992, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 8 October 1993 at 11:15, of the undermentioned property of the Execution Debtor, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the above-mentioned Sheriff of the Court, prior to the sale:

Property being certain Erf 369, in the Township of Delmore Park Extension 2, held under Deed of Transfer T20635/1991, measuring 340 square metres, also known as 65 Katonkel Street, Delmore Park Extension 2.

Description: Construction under tile roof, three bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. The properties will be sold voetstoots without reserve.
2. The purchaser shall pay 10% (ten per centum) of the purchase price cash immediately after the sale. Guarantee for balance within 14 days after the sale.

3. Possession and occupation on payment of deposit and costs:

4. All rights and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

The conditions of sale may be inspected at the Sheriff's Offices, Boksburg, and will be read out by the Sheriff prior to the sale.

Dated at Boksburg on the 24th day of August 1993.

Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, 384 Trichardt Road, P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. Theunissen/BZ2567.)

Case 2088/93
PH 163

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

In the matter between **Boksburg City Council**, Judgment Creditor, and **E. E. Johaar**, Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 23 March 1993, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 8 October 1993 at 11:15, of the undermentioned property of the Execution Debtor, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the above-mentioned Sheriff of the Court, prior to the sale:

Property being certain Erf 83, Portion 54, in the Township of Delmore Park Extension 1, held under Deed of Transfer T2911/1990, measuring 315 square metres, also known as 23 Princess Avenue, Delmore Park.

Description: Construction under tile roof, three bedrooms, bathroom, lounge, dining-room, kitchen and garage.

Improvements are not guaranteed.

The material conditions of sale are:

1. The properties will be sold voetstoots without reserve.

2. The purchaser shall pay 10% (ten per centum) of the purchase price cash immediately after the sale. Guarantee for balance within 14 days after the sale.

3. Possession and occupation on payment of deposit and costs:

4. All rights and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

The conditions of sale may be inspected at the Sheriff's Offices, Boksburg, and will be read out by the Sheriff prior to the sale.

Dated at Boksburg on the 24th day of August 1993.

Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, 384 Trichardt Road, P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. Theunissen/BZ3759.)

Case 11117/92
PH 163

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

In the matter between **Boksburg City Council**, Judgment Creditor, and **D. A. Davids**, Judgment Debtor, and **S. Davids**, Second Defendant

In execution of a judgment granted by the above Honourable Court on 24 November 1992, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 8 October 1993 at 11:15, of the undermentioned property of the Execution Debtor, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the above-mentioned Sheriff of the Court, prior to the sale:

Property being certain Erf 846, Portion 156, in the Township of Reiger Park Extension 1, held under Deed of Transfer T45839/1987, measuring 160 square metres, also known as 846/156 Snoek Street, Reiger Park.

Description: Construction under tile roof, three bedrooms, bathroom, lounge, kitchen and garage.

Improvements are not guaranteed.

The material conditions of sale are:

1. The properties will be sold voetstoots without reserve.

2. The purchaser shall pay 10% (ten per centum) of the purchase price cash immediately after the sale. Guarantee for balance within 14 days after the sale.

3. Possession and occupation on payment of deposit and costs:

4. All rights and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

The conditions of sale may be inspected at the Sheriff's Offices, Boksburg, and will be read out by the Sheriff prior to the sale.

Dated at Boksburg on the 25th day of August 1993.

Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, 384 Trichardt Road, P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. Theunissen/BZ2731.)

Case 6620/92
PH 163

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

In the matter between **Boksburg Town Council**, Judgment Creditor, and **Schutte, H. J.** (Account No. 1000122080), Judgment Debtor, and **A. S. M. Schutte**, Second Defendant

In execution of a judgment granted by the above Honourable Court on 24 September 1992, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 8 October 1993 at 11:15, of the undermentioned property of the Execution Debtor, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the above-mentioned Sheriff of the Court, prior to the sale:

Property being certain Erf 0122, in the Township of Groeneweide, held under Deed of Transfer T16828/1981, measuring 901 square metres, also known as 93 Tunny Street, Groeneweide.

Description: Construction under tile roof, three bedrooms, two bathrooms, lounge, dining-room, kitchen, double garage and laundry with swimming-pool.

Improvements are not guaranteed.

The material conditions of sale are:

1. The properties will be sold voetstoots without reserve.
2. The purchaser shall pay 10% (ten per centum) of the purchase price cash immediately after the sale. Guarantee for balance within 14 days after the sale.
3. Possession and occupation on payment of deposit and costs:
4. All rights and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

The conditions of sale may be inspected at the Sheriff's Offices, Boksburg, and will be read out by the Sheriff prior to the sale.

Dated at Boksburg on the 25th day of August 1993.

Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, 384 Trichardt Road, P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. Theunissen/BZ1516.)

Case 2084/93
PH 163

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

In the matter between **Boksburg City Council**, Judgment Creditor, and **Y. G. Liesering**, Judgment Debtor, and **S. R. Liesering**, Second Defendant

In execution of a judgment granted by the above Honourable Court on 23 March 1993, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 8 October 1993 at 11:15, of the undermentioned property of the Execution Debtor, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the above-mentioned Sheriff of the Court, prior to the sale:

Property being certain Erf 368, in the Township of Delmore Park Extension 2, held under Deed of Transfer T15015/1992, measuring 330 square metres, also known as 63 Katonkel Street, Delmore Park Extension 2, Boksburg.

Description: Construction under tile roof, two bedrooms, bathroom, lounge, dining-room and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. The properties will be sold voetstoots without reserve.
2. The purchaser shall pay 10% (ten per centum) of the purchase price cash immediately after the sale. Guarantee for balance within 14 days after the sale.
3. Possession and occupation on payment of deposit and costs:
4. All rights and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

The conditions of sale may be inspected at the Sheriff's Offices, Boksburg, and will be read out by the Sheriff prior to the sale.

Dated at Boksburg on the 27th day of August 1993.

Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, 384 Trichardt Road, P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. Theunissen/BZ3750.)

Case 6848/92
PH 163

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

In the matter between **Boksburg Town Council**, Judgment Creditor, and **Cicero CP** (A/C4500276385), Judgment Debtor, and **C. Cicero**, Second Defendant

In execution of a judgment granted by the above Honourable Court on 24 August 1992 in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 8 October 1993 at 11:15, of the undermentioned property of the Execution Debtor, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the above-mentioned Sheriff of the Court, prior to the sale:

Property being certain Erf 276, Portion 36 in the Township of Reiger Park Extension 1, held under Deed of Transfer T40038/1990, measuring 327 square metres, also known as 44 Stork Street, Reiger Park Extension 1.

Description: No property description available as per municipal diagram.

Improvements are not guaranteed.

The material conditions of sale are:

1. The properties will be sold voetstoots without reserve.
2. The purchaser shall pay 10% (ten per centum) of the purchase price cash immediately after the sale. Guarantee for balance within 14 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. All rights and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

The conditions of sale may be inspected at the Sheriff's Offices, Boksburg, and will be read out by the Sheriff prior to the sale.

Dated at Boksburg on the 27th day of August 1993.

Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, Trichardt Road 384, Boksburg; P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. Theunissen/BZ1564.)

Saak 9523/90

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van S.A. Bpk.**, Eiser, en **Burgert Adriaan Kloppers**, Verweerder

Ingevolge 'n uitspraak van die Hooggeregshof en 'n lasbrief vir eksekusie teen goed, gedateer 16 April 1991, sal die onderstaande eiendom op 1 Oktober 1993 om 11:00, te die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderste-poort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), aan die hoogste bieder verkoop word, naamlik:

Erf 1472, geleë in die dorpsgebied, Pretoria-Noord, Registrasieafdeling JR, Transvaal, groot 2 552 (tweeëuisend vyfhonderd twee-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T51653/83, met straatadres te Berglaan 525, Pretoria-Noord.

Verbeteringe: Vier slaapkamers, drie aparte toilette, twee sitkamers, TV-kamer, kombuis, vyf badkamers, twee aparte storte, twee eetkamers, studeerkamer, opwaskamer, kroeg, volvloermatte, kombuisvloer is teëls.

Buitegeboue: Dubbelmotorhuis, twee toilette, bediendekamer, swembad, toegeruste boorgat, omhein, steenmure.

Die voorwaardes van verkoop lê ter insae by die kantoor van die Balju, Hooggeregshof, Wonderboom.

Gedateer te Pretoria hierdie 6de dag van September 1993.

C. P. van As, vir J. W. Wessels & Vennote, Prokureurs vir Eksekusieskuldeiser, Derde Verdieping, Rentmeestergebou, Bosmanstraat 219, Pretoria. (Verw. mev. Pocock/BFF87.)

Case 9574/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Philippus Jacobus Dippenaar**, First Defendant, and **Janetta Dippenaar**, 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 Sheriff's Office, Pretoria Central, at Sinodalesentrum, 234 Visagie Street, Pretoria, on Tuesday, 12 October 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, Pretoria Central, at Second Floor, Sinodale Centre, 228 Visagie Street, Pretoria:

Remaining extent of Erf 1583, situated in the Township of Villieria, Registration Division JR, Transvaal, measuring 1 276 (one thousand two hundred and seventy-six) square metres, held by virtue of Deed of Transfer T28729/87, known as 888 Pierneef Street, Villieria, Pretoria.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A single-storey dwelling consisting of lounge-/dining-room, family room, four bedrooms, kitchen, and a half bathrooms.

Outbuildings consists of garage, carport and servants' quarters.

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 6th day of September 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. Mr Abro/JD/GT1130(A).]

Saak 29861/92

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Kleinsake-Ontwikkelingskorporasie Bpk.**, Eiser, en **R. F. Bridson**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof in bogemelde saak, sal 'n verkoping gehou word op Dinsdag, 28 September 1993 om 14:30, op die trappe van die Landdroshof, hoek van Selkirk- en Jan Smutsrylaan, Randburg, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer by die kantore van die Balju van die Landdroshof te Eenheid 2, North View, Richardrylaan 45, Halfweghuis, voor die verkoping ter insae sal lê:

Gedeelte 9 van Erf 29, Kelvin-dorpsgebied, geleë te Sunny Way 72, Kelvin, Sandton, groot 1 900 (een nege nul nul) vierkante meter.

Verbeteringe: Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Woonhuis bestaande uit ingangsportaal, drie slaapkamers, aantrekkamer, gastetoilet, badkamers, sitkamer, eetkamer, familiekamer, studeerkamer, kombuis, ontbythoekie, dubbelmotorhuis, bediendekamer, bediende badkamer, patio en motorafdak, sekuriteitsomheining, alarmstelsel.

Terme: 10% (tien per sentum) 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 van die verkoping verskaf word.

Gedateer te Johannesburg op hierdie 1ste dag van September 1993.

Coetsee & Vennote, Carolinestraat 76, Brixton; Posbus 96247, Brixton, 2019. (Tel. 837-7915/6.) (Verw. D. Coetsee/AM/GK164.)

Case 4936/93

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

In the matter between **United Bank** (Reg. No. 86/04794/06), a division of ABSA Bank Limited, Plaintiff, and **Hugh Patrick Pillay**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 11 June 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 13 October 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 240, MacKanzie Park, situated on 19 Penquin Road, in the Township of MacKenzie Park, District of Benoni, measuring 994 (nine hundred and ninety-four) 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 entrance-hall, lounge, dining-room, family room, study, three bedrooms, two bathrooms, kitchen, double garage, store-room and w.c.

The conditions of sale:

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

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

Dated at Benoni on this the 31st day of August 1993.

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 52-8666.) (Ref. Mrs Teixeira/AU0189.)

Saak 23178/92

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaal Provinsiale Afdeling)

In die saak tussen **Kleinsake Ontwikkelingskorporasie Beperk**, Eiser, en **Joe Peter Simelane**, Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief tot eksekusie, gedateer 24 Februarie 1993, sal die hierondervermelde eiendom gereglik verkoop word op Vrydag, 1 Oktober 1993 om 10:00, voor die Landdroskantoor te Markstraat, Bethal, aan die persoon wie die hoogste aanbod maak:

Erf 1485, geleë in die dorp Emzinoni, Bethal, Registrasieafdeling IS, Transvaal, groot 753 (sewehonderd drie-en-veertig) vierkante meter, gehou kragtens Transportakte TL43709/85.

Die volgende besonderhede word verstrek, maar nie gewaarborg nie.

Die eiendom is geleë in die sentrale gebied van Emzinoni-dorpsgebied, ongeveer 4 kilometers vanaf die dorp Bethal, gebou op perseel is 590 vierkante meter en is van steen, sink en is 'n moderne gebou. Dit is toegerus met elektrisiteit sowel as water en munisipale dienste.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju van Bethal. Die gesegde verkoopvoorwaardes bevat onder andere die volgende voorwaardes:

(a) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank- of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 14 (veertien) dae na die datum van die verkoping verstrek te word.

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

M. Pokroy, vir Morris Pokroy & Roux Ing., Vyfde Verdieping, Permgebou, hoek van Banklaan en Pretoriusstraat, Pretoria. (Verw. mev. Fourie/COLL 3027.)

Saak 24059/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **J. de La R. Meyer**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 23 Junie 1993 sal die onderstaande eiendom op 7 Oktober 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 bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 2303, geleë in die dorpsgebied Danville, Registrasieafdeling JR, Transvaal, bekend as Knightstraat 114, Danville.

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

Verbandhouer: ABSA Bank, Unitedgebou, Pretoriusstraat, 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 20ste dag van Augustus 1993.

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

Saak 24060/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **E. C. Visagie**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie, gedateer 23 Junie 1993 sal die onderstaande eiendom op 7 Oktober 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 bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 2394, geleë in die dorpsgebied Danville, Registrasieafdeling JR, Transvaal, bekend as Albertynlaan 135, Danville.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, toilet, badkamer, vier slaapkamers, motorhuis, bediendekamer en toilet.

Verbandhouer: Saambou, Andriesstraat 227, 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 20ste dag van Augustus 1993.

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

Saak 4636/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Jacobus Johannes Badenhorst**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof, op 14 Julie 1993 die onderstaande eiendom te wete:

Erf 2005, Geduld-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Eerste Laan 83, Geduld, Springs, in eksekusie verkoop sal word op 1 Oktober 1993 om 15:00, aan die hoogste bieder, by die kantore van die Balju Landdroshof, Vierde Straat 66, Springs.

Die volgende verbeteringe skyn op die eiendom te wees maar word nie gewaarborg nie:

Verbeteringe: Woonhuis van baksteen gebou onder sinkdak bestaan uit vier slaapkamers, badkamer, kombuis, sitkamer, eetkamer en opwaskamer.

Buitegeboue: Bediendekamer, toilet en swembad.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 19de dag van Augustus 1993.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.)

Saak 3560/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Donald Alexander Gray**, Verweerder

Kennis geskied hiermee ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof, op 6 Julie 1993, die onderstaande eiendom te wete:

Erf 267, Strubenvale-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Jurgenslaan 69, Strubenvale, Springs, in eksekusie verkoop sal word op 1 Oktober 1993 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

Die volgende verbeteringe skyn op die eiendom te wees maar word nie gewaarborg nie:

Verbeteringe: Woonhuis onder teëldak bestaan uit ingangsportaal, twee sitkamers, drie slaapkamers, badkamer, toilet en kombuis.

Buitegeboue: Twee motorhuise, bediendekamer en twee buitekamers.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 19de dag van Augustus 1993.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.)

Saak 277/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **NBS Bank Beperk**, Eiser, en **Piet Zakhele Mndebele**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof, op 12 Maart 1993 die onderstaande eiendom te wete:

Erf 144, kwaThema-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, in eksekusie verkoop sal word op 1 Oktober 1993 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

Die volgende verbeteringe skyn op die eiendom te wees maar word nie gewaarborg nie:

Verbeteringe: Woonhuis van baksteen gebou onder teëldak bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet.

Buitegeboue: Geen.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 19de dag van Augustus 1993.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.)

Saak 3241/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk**, Eiser, en **William Chalitina Phailane**, Verweerder

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

Erf 13170, kwaThema-dorpsgebied, Registrasieafdeling IR, Transvaal, in eksekusie verkoop sal word op 1 Oktober 1993 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

Die volgende verbeteringe skyn op die eiendom te wees maar word nie gewaarborg nie:

Verbeteringe: Woonhuis van baksteen gebou onder teëldak bestaan uit sitkamer, eetkamer, kombuis, vier slaapkamers, badkamer en toilet.

Buitegeboue: Geen.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 19de dag van Augustus 1993.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.)

Saak 4639/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Johannes Jacobus Albertus Green**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 21 Julie 1993 die onderstaande eiendom te wete:

Erf 201, Casseldale-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Van Graanstraat 19, Casseldale, Springs, in eksekusie verkoop sal word op 1 Oktober 1993 om 15:00, aan die hoogste bieder by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

Die volgende verbeteringe skyn op die eiendom te wees maar word nie gewaarborg nie:

Verbeteringe: Woonhuis van baksteen onder sinkdak bestaande uit ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers en twee badkamers.

Buitegeboue: Motorhuise en buitegebou.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 20ste dag van Augustus 1993.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.)

Saak 4224/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Maria Amelia Ventura Lopes Rebelo**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 2 Julie 1993, die onderstaande eiendom te wete:

Erf 673, Selection Park-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Harrisonlaan 27, Selection Park, Springs, in eksekusie verkoop sal word op 1 Oktober 1993 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

Die volgende verbeteringe skyn op die eiendom te wees maar word nie gewaarborg nie:

Verbeteringe: Woonhuis van baksteen gebou onder sinkdak bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet.

Buitegeboue: Motorhuis, bediendekamer en buitekamer.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 20ste dag van Augustus 1993.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.)

Saak 4638/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Andries Johannes Myburgh**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 21 Julie 1993, die onderstaande eiendom te wete:

Erf 150, Casseldale-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Victoriaweg 5, Casseldale, Springs, in eksekusie verkoop sal word op 1 Oktober 1993 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

Die volgende verbeteringe skyn op die eiendom te wees maar word nie gewaarborg nie:

Verbeteringe: Woonhuis van baksteen gebou onder sinkdak bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers, studeerkamer, badkamer en toilet.

Buitegeboue: Dubbelmotorhuis.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 20ste dag van Augustus 1993.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.)

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

In the matter between **Natal Building Society Ltd**, Plaintiff, and **Jeffrey Miles Molapo**, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 10 June 1993, and a warrant of execution, the undermentioned property will be sold in execution on 1 October 1993 at 15:00 at 66 Fourth Street, Springs, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 13935, kwaThema Extension 2 Township, Registration Division IR, Transvaal, known as Stand 13935, kwaThema Extension 2, 1563 measuring 330 (three hundred and thirty) square metres, held under Deed of Transfer TL15764/1992.

Improvements: Brick building under tiled roof consisting of two bedrooms, bathroom, toilet, kitchen and lounge.

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid on the date of sale and the balance together with interest to be paid or secured by an approved bank or building society guarantee within fourteen (14) days of the date of the sale.

2. The purchaser shall be liable for all costs and expenses to procure transfer including the Sheriff of the Magistrates' Courts fees.

3. The purchaser shall be liable for all outstanding rates and taxes.

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

Dated at Springs this 19th day of August 1993.

Hammerschlag Gishen Stoloff De Swardt Inc., Plaintiff's Attorneys, Sixth Floor, Standard Bank Arcade, corner of Third Avenue and Fourth Street, P.O. Box 184, Springs. [Tel. (011) 812-2400.]

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Balju, Vereeniging, 1939, op Vrydag, 22 Oktober 1993 om 10:00:

Eksekusiekrediteur: **Nedcor Bank Beperk.**

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

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

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

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

(c) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die 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 oordragkoste, hereregte, terreinhuur en ander kostes verskuldig aan die Plaaslike Owerheid, rente, ensovoorts.

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan of R400 (vierhonderd rand), watter een 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, Vereeniging.

Saak 5687/93.

Vonnisskuldenaar: **C. J. Muir.**

Eiendom: Gedeelte 73 van Lot 323, The De Deur Estates Limited, Registrasieafdeling IQ, Transvaal, en Gedeelte 74 van Lot 323, The De Deur Estates Limited, Registrasieafdeling IQ, Transvaal.

Grootte van eiendom: Groot: 8 050 vierkante meter en 8 009 vierkante meter.

Beskrywing van eiendom: Beide is onverbeterde persele.

Straatadres van eiendom: Gedeelte 73 en 74 van Lot 323, De Deur, distrik Vereeniging.

Rente op vonnisskuld: 18% (agtien persent).

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging, 1930. (Verwys. mev. Davel/6/528.)

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Balju, Beaconsfieldlaan, Vereeniging, 1939, op Vrydag, 22 Oktober 1993 om 10:00:

Eksekusiekrediteur: **Nedcor Bank Beperk.**

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

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

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

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

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

(d) Die koper sal alle bedrae wat nodig 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, Vereeniging.

Saak 5371/93.

Vonnisskuldenaars: **M. S. Maduvhatsindi en G. Maduvhatsindi.**

Eiendom: Alle reg, titel en belang ten opsigte van die huurpag in Perseel 2280, Stretford-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Grootte van eiendom: Groot: 270 vierkante meter.

Beskrywing van eiendom: Drieslaapkamerwoning met geen motorhuis.

Straatadres van eiendom: Perseel 2280, Stretford-uitbreiding 1, Palm Springs, distrik Vereeniging.

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

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging, 1930. (Verwys. mev. Davel/6/494.)

Saak 2097/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **K. S. Nkosi**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 30 April 1992 toegestaan is, op 1 Oktober 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 2341, Phola, Ogies, Registrasieafdeling JS, Transvaal, groot 271 vierkante meter, gehou deur die verband-gewer kragtens Akte van Transport TL79938/90.

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 sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 1ste dag van September 1993.

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

Saak 4381/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **T. D. Mngomezulu**, Eerste Verweerder, en **J. Mngomezulu**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton gedateer 15 Julie 1993 en 'n lasbrief vir eksekusie gedateer 8 Julie 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 6 Oktober 1993 om 10:00, deur die Balju vir die Landdroshof te Johria Hof, Du Plessisstraat, Alberton, naamlik:

Sekere Standplaas 9456, Tokoza Extension 5, Alberton, Registrasieafdeling IR, Transvaal, ook bekend as Standplaas 9456, Tokoza Extension 5, Alberton, groot 300 vierkante meter, gehou deur T. D. en J. Mngomezulu onder Akte van Transport TL50817/88.

Sonering: Residensieel.

Spesiale gebruiksvergunnings of vrystellings: Geen.

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

Hoofgebou: Gepleisterde buitewand met teëldak bestaande uit sitkamer, kombuis, twee slaapkamers en badkamers met toilet.

Buitegeboue: Geen.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 18% (agtien persent) per annum, tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingswaarborg. 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 31ste dag van Augustus 1993.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N90.)

Saak 66/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **M. B. Mzwakali**, Eerste Verweerder, en **N. L. Mzwakali**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 27 Januarie 1993, en 'n lasbrief vir eksekusie gedateer 22 Januarie 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 6 Oktober 1993 om 10:00, deur die Balju vir die Landdroshof te Johria Hof, Du Plessisstraat, Alberton, naamlik:

Sekere Standplaas 468, Siluma View, Katlehong, Alberton, Registrasieafdeling IR, Transvaal, ook bekend as Standplaas 468, Siluma View, Katlehong, Alberton, groot 286 vierkante meter, gehou deur M. B. Mzwakali and N. L. N. L. Mzwakali onder Akte van Transport TL44270/90.

Sonering: Residensieel.

Spesiale gebruiksvergunnings of vrystellings: Geen.

Die vonnis skuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: *Hoofgebou:* Gepleisterde buitewand met teëldak bestaande uit sitkamer, kombuis, twee slaapkamers en badkamer met toilet. *Buitegeboue:* Geen.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 18,75% (agtien komma sewe vyf persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingswaarborg. 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 31ste dag van Augustus 1993.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N114.)

Case 47/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LULEKANI, HELD AT LULEKANI

In the matter between **Nedperm Bank Limited**, Execution Creditor, and **Neria Aletha Rikhotso**, Execution Debtor

In pursuance of a judgment of the above Honourable Court, and a warrant of execution, the property described as:

Ownership Unit B704, in the Township of Lulekani, District Lulekani, in extent 800 square metres, held by Deed of Grant 1313/90, will be sold in front of the Court-house of the above Court on 19 October 1993 at 15:00, without reserve and to the highest bidder.

Improvements (which are not warranted to be correct and not guaranteed): Three-bedroomed brick dwelling under tiled roof with bathroom, kitchen and lounge.

The material conditions of the sale are:

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

2. The sale is vootstoots 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 31st day of August 1993.

L. F. de Lange/mp, for Meyer, Pratt & Luyt, c/o Coetzee & Van der Merwe, Medical Centre Building 16, 62 Tambotie Street, P.O. Box 173, Phalaborwa, 1390.

Saak 3522/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Zondo Jaan Sibiya**, Eerste Verweerder, en **Nshidisi Felestina Sibiya**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdros van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 30 Junie 1993, sal die ondervermelde eiendom op Vrydag, 8 Oktober 1993 om 10:00, te Balju van die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van perseel 1011, Jouberton-uitbreiding 2-dorpsgebied, Registrasieafdeling IP Transvaal, groot 258 vierkante meter, onderhewig aan die volgende voorwaardes.

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

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

3. Die volgende verbeterings word beweer op die eiendom te wees: 'n Enkelverdiepingwoning bestaande uit twee slaapkamers, badkamer, kombuis en sitkamer. *Buitegeboue*: Geen.

4. *Voorwaardes van verkoop*:

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

Gedateer te Klerksdorp op hierdie 1ste dag van September 1993.

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

Case 4752/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mulandeli Herbert Tshabalala**, Defendant

On 8 October 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg.

Certain: Right of leasehold in respect of Erf 3878, Vosloorus, situated at 3387 Moagi Street, Vosloorus.

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

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

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

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

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

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

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

Dated at Boksburg on this the 30th day of August 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00874.)

Case 10036/1991

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Olga Nontombi Msikinya**, First Defendant, **Tshaka Phillip Mkhize**, Second Defendant, and **Maria Welhemina Mkhize**, Third Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution, dated 18 March 1993, the property listed hereunder will be sold in execution on Wednesday, 13 October 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 5217, Daveyton Township, Registration Division IR, Transvaal, measuring 330 (three hundred and thirty) square metres, known as 5217 Dhladhla Street, Daveyton, Benoni.

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

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

Main building: Bricks under asbestos detached single storey residence comprising two bedrooms, bathroom, w.c., lounge and kitchen.

Outbuildings: Two rooms. Fencing: Wire. Fairly kept plastered house with pitched asbestos roof. Gravel roads and street lights.

The material conditions of sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Court Office, Benoni.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (if applicable).
- (d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court, being 4% (four per centum) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 19,85% (nineteen comma eight five per centum) per annum on the preferent creditors' claims as contemplated in Rule 43 (7) (a) of the rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.
- (e) In the event of the highest bid being sufficient to satisfy the judgment debt with interest and all costs up to and including those related to the sale in execution, the property will be sold subject to any lease or other real right ranking after the Judgment Creditor's mortgage bond, otherwise the property is sold free of any such lease or other real right.
- (f) Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this the 31st day of August 1993.

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

**Case 30899/91
PH 388**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Robert Richard Ralph**, 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, 7 October 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 41, Moffatview Township, Registration Division IR, Transvaal, area 777 (seven hundred and seventy-seven) square metres, situation 19 Unwin Street, Moffatview, Johannesburg.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, one and a half bathrooms (main-suite), lounge, kitchen, lounge, dining-room, garage, swimming-pool, servants' quarters, servant's toilet with brick and 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 the 1st day of September 1993.

Jansen - Potter, for F. R. J. Jansen, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN5:NT10.)

**Case 3449/93
PH 388**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lefakane: Simon**, 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, 8 October 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 3257, Lenasia South Extension 7 Township, Registration Division IQ, Transvaal, area 913 (nine hundred and thirteen) square metres, situation 3257 Silicon Crescent, Lenasia South Extension 7.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, one and a half bathrooms, kitchen and lounge with dining-room.

Terms: 10% of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (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 1st day of September 1993.

Jansen - Potter, for F. R. J. Jansen, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN140:NC56.)

Case 3040/91

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

In the matter between **ABSA Bank Ltd**, (formerly Allied Building Society Ltd), Plaintiff, and **Trevor George Lowe**, First Defendant, and **Desereë Charmaine Lowe**, Second Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston, and writ of execution, dated 17 August 1993, the property listed herein will be sold in execution on Monday, 11 October 1993 at 10:00, at the offices of the Sheriff Magistrate's Court, Du Pisanie Building, Joubert Street, Germiston, to the highest bidder:

Portion 12 of Erf 598, Eastleigh Township, Registration Division IR, Transvaal, situated at 111(A) Main Road, Eastleigh, Edenvale, measuring 1 338 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 tile roof consisting of entrance hall, two lounges, dining-room, three bedrooms, kitchen, study and two bathrooms with w.c.

Outbuildings: Double garage, granny flat, servant's room and store-room. The property is fenced and paved.

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

Saak 4590/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOUD TE GERMISTON

In die saak tussen **NBS Bank Beperk**, voorheen bekend as Natal Bouvereniging Beperk, (Reg. 87/01384/06), Eiser, en **Irco Construction CC**, Eerste Verweerder, en **Dirk Nicolaas Stolp**, Tweede Verweerder, en **Ioannis Sofoglou**, Derde Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Germiston, en 'n lasbrief vir eksekusie gedateer 12 Augustus 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Maandag, 11 Oktober 1993 om 10:00, by die Balju-Kantore, Joubertstraat 72, Germiston, aan die hoogste bieder:

Sekere:

1. Erf 1394, Eden Glen-uitbreiding 38, dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik van Germiston, groot 882 (agthonderd en twee-en-tagtig) vierkante meter.

2. Erf 1395, Eden Glen-uitbreiding 38, dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik van Germiston, groot 820 (agthonderd-en-twintig) vierkante meter.

3. Erf 1396, Eden Glen-uitbreiding 38, dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik van Germiston, groot 821 (agthonderd en een-en-twintig) vierkante meter.

4. Erf 1397, Eden Glen-uitbreiding 38, dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik van Germiston, groot 821 (agthonderd en een-en-twintig) vierkante meter.

5. Erf 1398, Eden Glen-uitbreiding 38, dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik van Germiston, groot 821 (agthonderd en een-en-twintig) vierkante meter.

6. Erf 1399, Eden Glen-uitbreiding 38, dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik van Germiston, groot 821 (agthonderd en een-en-twintig) vierkante meter.

7. Erf 1400, Eden Glen-uitbreiding 38, dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik van Germiston, groot 821 (agthonderd en een-en-twintig) vierkante meter.

8. Erf 1401, Eden Glen-uitbreiding 38, dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik van Germiston, groot 821 (agthonderd en een-en-twintig) vierkante meter.

9. Erf 1402, Eden Glen-uitbreiding 38, dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik van Germiston, groot 821 (agthonderd en een-en-twintig) vierkante meter.

10. Erf 1403, Eden Glen-uitbreiding 38, dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik van Germiston, groot 820 (agthonderd-en-twintig) vierkante meter.

11. Erf 1404, Eden Glen-uitbreiding 38, dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik van Germiston, groot 961 (negehoonderd en een-en-sestig) vierkante meter.

12. Erf 1405, Eden Glen-uitbreiding 38, dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik van Germiston, groot 955 (negehoonderd en vyf-en-vyftig) vierkante meter.

13. Erf 1408, Eden Glen-uitbreiding 38, dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik van Germiston, groot 821 (agthonderd en een-en-twintig) vierkante meter.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 30ste dag van Augustus 1993.

Nel & Oosthuizen, p/a Calteaux & Vennote, Eerste Verdieping, Eden Plaza, Van Riebeecklaan 18, Edenvale. (Verw. Calteaux/RHC/Z04166.)

Saak 12741/93

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

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou-Nasionale Bouvereniging Beperk, (Reg. 87/05437/06), Eiser, en **P. J. S. de Bruyn**, Eerste Verweerder, en **A. E. de Bruyn**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 5 Augustus 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 7 Oktober 1993 om 10:00, by die Balju-Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Erf 949, dorpsgebied Birchleigh, Registrasieafdeling IR, Transvaal, in die distrik van Kempton Park, groot 1 056 (eenduisend ses-en-vyftig) vierkante meter.

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

Woonhuis gebou van stene, teëldak, bestaande uit: Sitkamer, twee toilette, kombuis, een en 'n halwe badkamers, drie slaapkamers en eetkamer.

Buitegeboue bestaan: Swembad, twee motorhuise, oprit, eiendom omhein met betonmure.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 2de dag van September 1993.

J. H. B. Schnetler, vir Badenhorst-Schnetler Barnard Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Elias/S1207/CDS204.)

Case 4721/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Narisi Samuel Miya**, First Defendant, and **Khathazile Saraphina Miya**, Second Defendant

On 8 October 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg:

Certain: Right of leasehold in respect of Erf 8291, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 8291 Vosloorus Extension 9, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 30th day of August 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/HS03345.)

Case 6213/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nompumelelo Annette Mamabolo**, Defendant

On 8 October 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain: Right of leasehold in respect of Erf 382, Vosloorus Extension 8, Registration Division IR, Transvaal, situated at 382 Vosloorus Extension 8, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 30th day of August 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H503.)

Case 3551/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nthabiseng Linah Nkosi**, Defendant

On 8 October 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain: Right of leasehold in respect of Erf 12925, Vosloorus Extension 23, Registration Division IR, Transvaal, situated at 12925 Vosloorus Extension 23, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 30th day of August 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. L. Pinheiro/H814.)

Saak 4326/92

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **NBS Bank Bpk.**, Eiser, en **S. R. Mhlobongo**, Verweerder

Ter uitwining van 'n vonnis in die Landdroshof, Randfontein, in bogemelde saak op 29 Januarie 1993, sal 'n verkoping gehou word op 1 Oktober 1993 om 14:15, by die verkoopslokaal van die Balju, voor die Landdroskantoor, Pollockstraat, Randfontein, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Randfontein, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Randfontein, ter insae sal lê:

Die Verweerder se reg, titel en belang in en tot sekere huurpag ten opsigte van Perseel 4995, Mhlabeng-uitbreiding 3, gehou deur die Verweerder kragtens Sertifikaat van Geregistreeerde Huurpag TL5869/90, groot 240 (tweehonderd-en-veertig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport TL5869/90.

Die eiendom is gesoneer Residensieel 1 en is geleë te 4995 Marulasingel, Mhlabeng-uitbreiding 3, en bestaan uit 'n sitkamer, kombuis, twee slaapkamers, badkamer, gang met 'n teëldak, gepleisterdemure en staalventers, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, voor die Landdroskantoor, Pollockstraat, Randfontein.

Gedateer te Roodepoort op die 30ste Augustus 1993.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, p.a. Drakensbergweg 3, Finsbury, Randfontein. Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/352/93/BM774.)

Saak 34814/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank Beperk, voorheen handelende as Allied Bouvereniging, Eiser, en **Venusopol Padayachee John**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in boge-noemde 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 7 Oktober 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: Gedeelte 25 van Erf 6963, Lenasia-uitbreiding 5-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Opalstraat 32, Lenasia-uitbreiding 5, grootte 427 m² (vierhonderd sewe-en-twintig vierkante meter).

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

Hoofgebou: Ingangsportaal, sitkamer, eetkamer, kombuis, vier slaapkamers, familiekamer, twee badkamers/toilet.

Buitegeboue: Geen.

Konstruktuer: 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 31ste dag van Mei 1993.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, hoek van Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 331-6521.) (Verw. Rossouw/cw/03/A8026E.)

Saak 34871/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **SA Mutual Mortgage Investment Corporation (Pty) Ltd**, Eiser, en **Mawhayi, G. P.**, Eerste Verweerder, en **Mawhayi, M. S.**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in boge-noemde saak, sal 'n verkoping gehou word te die kantore van die Balju vir die Hooggeregshof, Marshallstraat 131, Johannesburg, op 7 Oktober 1993 om 10:00, van die ondervermelde eiendom op voorwaardes wat deur die vendusieafslaers gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju vir die Hooggeregshof, Marshallstraat 131, Johannesburg, voor die verkoping ter insae sal lê:

Erf 1215, Protea North-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 242 (tweehonderd twee-en-veertig) vierkante meter, gehou kragtens Titellakte TL3934/1986 (ook bekend as Erf 1215, Mthembustraat, Protea North).

Die volgende inligting word verstrek ten aansien van verbeterings alhoewel niks in hierdie verband gewaarborg word nie: Enkelverdiepinghuis bestaan uit drie slaapkamers, badkamer, kombuis, sitkamer, eetkamer, familiekamer en motorhuis.

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

Vendukoste betaalbaar op die dag van verkoping sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooi R50 (vyftig rand).

Gedateer op die 26ste dag van Augustus 1993.

Couzyn Hertzog & Horak JHB Ingelyf, Eiser se Prokureurs, Posbus 2242, Johannesburg, 2000. (Tel. 333-3710.) (Verw. mn. Van Rensburg/nb/S181.)

Case 2671/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **M. and M. B. Khan**, Defendants

In terms of a judgment of the Magistrate's Court for the District of Rustenburg and a writ of execution dated 12 August 1993, a sale by public auction without a reserve price will be held on 8 October 1993 at 11:00, in front of the Magistrate's Court, Rustenburg, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Messenger of Court, 30 Smits Avenue, Rustenburg, the Clerk of the Court, Magistrate's Court, Rustenburg, and Kloof Auctioneers, c/o Van Velden-Duffey, Van Velden-Duffey Building, 37 Steen Street, Rustenburg, of the following property owned by the Defendants:

Portion 1 of Erf 2387, Rustenburg, Registration Division JQ, Transvaal, measuring 1 628 square metres, held under Deed of Transfer T60652/92, known as 81 Unie Street, Rustenburg.

The following particulars are furnished but not guaranteed: Lounge, dining-room, kitchen, four bedrooms and bathroom. Floors covered with vinyl tiles and carpets, double garage and servant's toilet.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges plus VAT in cash on the day of the sale and the balance plus interest against registration of transfer. In respect of the balance an approved bank, building society or other guarantee must be furnished within 14 days from date of sale.

Dated at Rustenburg this 26th day of August 1993.

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

Case 2862/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **J. J. A. and M. Meiring**, Defendants

In terms of a judgment of the Magistrate's Court for the District of Rustenburg and a writ of execution dated 12 August 1993, a sale by public auction without a reserve price will be held on 8 October 1993 at 11:00, in front of the Magistrate's Court, Rustenburg, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Messenger of Court, 30 Smits Avenue, Rustenburg, the Clerk of the Court, Magistrate's Court, Rustenburg, and Kloof Auctioneers, c/o Van Velden-Duffey, Van Velden-Duffey Building, 37 Steen Street, Rustenburg, of the following property owned by the Defendants:

Portion 3 (a portion of Portion 1) of Erf 1301, Rustenburg, Registration Division JQ, Transvaal, measuring 1 217 square metres, held under Deed of Transfer T63381/90, known as 175A Kruger Street, Rustenburg.

The following particulars are furnished but not guaranteed: Entrance-hall, lounge, dining-room, family room, kitchen, four bedrooms, two bathrooms, double garage, servant's room and servant's toilet.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges plus VAT in cash on the day of the sale and the balance plus interest against registration of transfer. In respect of the balance an approved bank, building society or other guarantee must be furnished within 14 days from date of sale.

Dated at Rustenburg this 26th day of August 1993.

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

Saak 003059/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **J. J. Alberts**, Eerste Verweerder, en **Johan Alberts**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 17 Mei 1993 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Wes, te Kamer 603A, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder op 14 Oktober 1993 om 10:00:

Erf 206, geleë in die Mayville-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 1 260 (eenduisend tweehonderd-en-sestig) vierkante meter (beter bekend as Louis Trichardtstraat 335, Mayville).

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieder verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelaktes in sover dit van toepassing mag wees.

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf, maar nie gewaarborg nie: 'n Drieslaapkamer-woonhuis met sitkamer, eetkamer, toilet, kombuis met buitegeboue en motorhuis.

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

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

Geteken te Pretoria.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlam-sentrum, Andriesstraat 252, Pretoria. (Verw. S. du Plessis/CL/JT25164.)

Case 2416/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NELSPRUIT HELD AT NELSPRUIT**

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and
Fig Tree Hotel (Pty) Ltd, Defendant

In pursuance of a judgment in the above Honourable Court and a warrant for execution, the following immovable property will be sold in execution on 8 October 1993 at 10:00, to the highest bidder at the office of the Magistrate, Nelspruit, to the highest bidder:

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

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

Conditions of sale:

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

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

Dated at Nelspruit this 19th day of August 1993.

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

**Case 16976/93
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 **Ntseke, Andile Elijah**, 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 8 October 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 and to the leasehold in respect of Lot 15523, situated in the Township of Tsakane Extension 5, Registration Division IR, Transvaal, being 15523 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, 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 30th day of August 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. Foreclosures/amvb.)

Case 19539/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor and **Rabotho, Sani Gideon**, First Execution Debtor, and **Rabotho, Nkadimo Andronica**, 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 7 October 1993 at 10:00, of the under-mentioned 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: All right, title and interest in the leasehold in respect of Site 9344, situated in the Township of Pimville Zone 6, Registration Division IQ, Transvaal, being 9344 Pimville Zone 6, Soweto, Johannesburg, measuring 318 (three hundred and eighteen) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms 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 30th day of August 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. Foreclosures/amvb.)

Case 2408/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Selina Phokoanes Matlala**, Defendant

Pursuant to a judgment of this Court and subsequent warrant for execution dated 18 August 1993, the hereunder-mentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 8 October 1993 at 09:00;

Erf 3973, situated in the Township of Lethlabile-A, Registration Division JQ, Transvaal, measuring 600 square metres, held under Deed of Transfer T91755/92.

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

Material conditions of the sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff from date of sale to date of payment.
- (c) Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Brits.
- (d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest etc.
- (e) The purchase price shall be paid as to 10% (ten per centum) thereof or R400 (four hundred rand), whichever is the greater, together with the Sheriff's auction charges of 4% (four per centum) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price to be paid or secured by a bank or building 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 the sale are available for inspection at the office of the Sheriff, Brits.

Dated at Brits this 31st day of August 1993.

J. M. Erasmus, c/o E. D. Ras & Olivier, Attorney for Plaintiff, Perm Plaza, Murray Avenue, P.O. Box 5, Brits, 0250.

Case 10330/92

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

In the matter between **NBS Bank Limited**, formerly trading as Natal Building Society Limited, Plaintiff, and **Dolores de Andrade**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 16 October 1992, the property listed hereunder will be sold in execution on Wednesday, 6 October 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 2474, Crystal Park Extension 3 Township, Registration Division IR, Transvaal, measuring 813 (eight hundred and thirteen) square metres, known as 11 Trogan Street, Crystal Park, Benoni.

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

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

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

The material conditions of sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrates' Courts Office, Benoni.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax.
- (d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per centum) of the sale price, and Value-Added Tax, both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 19,25% (nineteen comma twenty-five per centum) per annum, on the preference creditors' claim as contemplated in Rule 43 (7) (a) of the Rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.
- (e) The property shall be sold subject to any existing tenancy.
- (f) Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this the 27th day of August 1993.

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

Case 7005/93

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

In the matter between **NBS Bank Limited**, formerly trading as Natal Building Society Limited, Plaintiff, and **Daniel Lucas**, First Defendant, and **Christina Thembele Lucas**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 2 July 1993, the property listed hereunder will be sold in execution on Wednesday, 6 October 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 1478, Etwatwa Extension 2 Township, Registration Division IR, Transvaal, measuring 278 (two hundred and seventy-eight) square metres, known as Erf 1478, Etwatwa Extension 2, Benoni.

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

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

Wall: Brick.

Roof: Tiles.

Rooms: Single-storey dwelling, lounge, kitchen, two bedrooms, bathroom, toilet and wire fencing.

The material conditions of sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Prince's Avenue, Benoni.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax.
- (d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per centum) of the sale price, and Value-Added Tax, both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 16% (sixteen per centum) per annum, on the preference creditors' claim as contemplated in rule 43 (7) (a) of the Rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.
- (e) The property shall be sold subject to any existing tenancy.
- (f) Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages; alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this the 27th day of August 1993.

Neil Stuart Jury, Ground Floor, Mutual and Federal Centre, 87 Elston Avenue, Benoni. (Tel. 422-1963/4/5.) (Ref. N. S. Jury/ N121.)

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **NBS Bank Beperk**, Eiser, en **M. J. Makhubo**, Verweerder

Ingevolge die uitspraak van die Landdros van Middelburg, Transvaal, en lasbrief tot geregtelike verkoping gedateer 25 September 1992, sal die ondervermelde eiendom op 15 Oktober 1993 om 10:00, te die Landdroskantoor, Middelburg, verkoop word:

Erf 390, geleë in die dorpsgebied Mhluzi, Middelburg, groot 275 vierkante meter, gehou kragtens Sertifikaat van Huurpag TL63487/87.

Die eiendom bestaan uit 'n woonhuis met drie slaapkamers, woonkamer, badkamer en kombuis.

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

Datum: 30 Augustus 1993.

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

Case 17582/93
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 **Mampane: Sebolai Jacob**, 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 8 October 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 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Erf 2425, situated in the Township of Dawn Park Extension 4, Registration Division IR, Transvaal, being 92, West Central, Dawn Park Extension 4, Boksburg, measuring 792 (seven hundred and ninety-two) square metres.

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

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

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

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

Dated at Johannesburg on this the 31st day of August 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. Foreclosures/amvb.)

Case 110/93

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

In the matter between **Bankorp Limited**, trading as Trustbank, Plaintiff, and **John Smith**, Defendant

On Friday, 8 October 1993 at 11:00, a public auction sale will be held at the undermentioned property that will be sold by Libra Auctioneer's CC, 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 311, Dunnotar Township, Registration Division IR, Transvaal, measuring 1 388 square metres, known as 43 Princep Avenue, Dunnotar, Nigel.

The property has been improved by the erection of a dwelling-house and the usual outbuildings (these improvements are not warranted).

Salient terms:

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

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

3. The complete conditions of sale can be perused at the offices of the Sheriff of the Magistrate's Court at Nigel at Third Avenue 29, Nigel.

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

Badenhorst-Malan, Tweede Verdieping, Statsgebou, Forestraat, New Redruth, Alberton. (Tel. 907-2121/2.) (Ref. ICS/IW/T370/92.)

Saak 1970/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

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

Ten uitvoerlegging van die Vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 14 Mei 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag 8 Oktober 1993 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 202, Sebokeng Eenheid 6-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 308 vierkante meter.

Verbeterings: Teëldak volvloer matte, omheining, sit/eetkamer, kombuis, drie slaapkamers, badkamer en toilet.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark hierdie 27ste dag van Augustus 1993.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81/2031/6.)
(Ref. I.30091/ip.)

Saak 1968/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Bpk.**, Reg. No. 87/01384/06 (Natal Bouvereniging Beperk) Eiser, en **N. D. Mbhele**, Verweerder

Ten uitvoerlegging van die Vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 6 Mei 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 8 Oktober 1993 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 2326, Evaton-Wes-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 330 vierkante meter.

Verbeterings: Teëldak volvloer matte, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark hierdie 27ste dag van Augustus 1993.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81/2031/6.)
(Ref. I.30086/ip.)

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

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

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 7 Mei 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 8 Oktober 1993 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 1449, Evaton-Wes-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 300 vierkante meter.

Verbeterings: Teëldak, novilon, sitkamer, kombuis, drie slaapkamers, badkamer, toilet en omheining.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark hierdie 27ste dag van Augustus 1993.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031/6.)
(Ref. I.30077/ip.)

Saak 2498/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

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

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 17 Mei 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 8 Oktober 1993 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 1750, Evaton-Noord-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 352 vierkante meter.

Verbeterings: Teëldak, volvloermatte, sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark hierdie 27ste dag van Augustus 1993.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031/6.)
(Ref. I.30107/ip.)

Saak 1865/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

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

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 6 Mei 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 8 Oktober 1993 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 172, Sebokeng Eenheid 7-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 281 vierkante meter.

Verbeterings: Teëldak, omheining, sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer, stort en toilet.

Verkoopvoorwaardes:

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

2. Die koopprijs sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark hierdie 27ste dag van Augustus 1993.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031/6.) (Ref. I.30075/ip.)

Case 1972/93

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

In the matter between **NBS Bank Ltd**, Reg. No. 87/01384/06 (Natal Building Society Ltd), Plaintiff, and **O. D. Pico**, Defendant

In consequence to the judgment granted and the subsequent warrant of execution dated 7 May 1993, the hereinafter mentioned property will be sold in execution to the highest bidder by the Sheriff of the Magistrate's Court, Vanderbijlpark, on Friday, 8 October 1993 at 10:00, the Magistrate's Court, Vanderbijlpark:

Property: Stand 1680, Evaton North Township, Registration Division IQ, Transvaal, measuring 312 square metres.

Improvements: Tile roof, fitted carpets, lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

Conditions of sale in execution:

1. The property will be sold to the highest bidder, subject to the conditions of section 66 of the Magistrates' Courts Act, No. 32 of 1944, as amended, the rights of the bondholder and other preferent creditors.

2. The purchase price will be payable as follow:

(a) 10% (ten per centum) of the purchase price in cash on the day of the sale in execution.

(b) The balance is payable in cash to the Sheriff of the Magistrate's Court within 21 (twenty-one) days as from date of sale by way of an acceptable bank- or building society guarantee for payment of the balance of the purchase price.

3. The conditions of the sale are open for inspection at the offices of the Sheriff of the Magistrate's Court, Vanderbijlpark, and at the offices of the Plaintiff's attorneys, and will also be read out at the sale before the sale takes place.

4. The property will be sold subject to the terms and conditions as set out in the title conditions of the property.

Dated at Vanderbijlpark on this the 27th day of August 1993.

Du Plessis Pienaar & Swart, Ekspa Building, Second Floor, Attie Fourie Street, Vanderbijlpark. (Tel. 81-2031/6.) (Ref. I.30093/ip.)

Saak 2491/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Bpk.**, Reg. No. 87/01384/06 (Natal Bouvereniging Beperk), Eiser, en **D. I. Mthembu**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 10 Mei 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 8 Oktober 1993 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 1818, Evaton-Noord-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 280 vierkante meter.

Verbeterings: Teëldak, Novilon, sitkamer, eetkamer, twee slaapkamers, badkamer en toilet.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark hierdie 27ste dag van Augustus 1993.

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

Case 6618/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Stephanus Nicholas Brits**, First Defendant, and **Hendrina Wilhelmina Brits**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 2 July 1993, the property listed hereunder will be sold in execution on Friday, 8 October 1993 at 11:00, at the Office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Erf 626, Brakpan-North Extension 1 Township, Registration Division IR, Transvaal, measuring 1 030 (one thousand and thirty) square metres, known as 26 Cole Crescent, Brakpan-North Extension 1, Brakpan.

The property is zoned Residential 1 in terms of the relevant Town-planning Scheme.

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

Main building: Bricks under tiles residence comprising three bedrooms, bathroom, w.c., kitchen, lounge and dining-room.

Outbuildings: Garage plus w.c. Driveway/ Pavers. Fencing: Pre-cast. Pool. Building in good condition. Neat garden.

The material conditions of sale are:

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 16% (sixteen per centum) per annum on the Preferent Creditor's claims as contemplated in Rule 43 (7) (a) of the Rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

Dated at Benoni on this the 26th day of August 1993.

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

Case 11207/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Susan Ann Vanner**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 10 October 1992, the property listed hereunder will be sold in execution on Friday, 8 October 1993 at 11:00, at the Office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Section 28 as shown and more fully described on Sectional Plan SS89/1988, in the scheme known as Westside in respect of land and building or buildings situated at Township of Dalpark Extension 11 Local Authority Brakpan.

The floor area according to the said Sectional Plan is 61 (sixty-one) square metres in extent, known as 28 Westside, Lawrence Road, Dalpark Extension 11, Brakpan, 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.

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

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

Main building: Plastered/bricks under tiles residence comprising lounge, dining-room, bedroom, bathroom and kitchen.

Outbuilding: Carport.

The material conditions of sale are:

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per centum) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 18.75% (eighteen comma seven five per centum) per annum on the Preferent Creditor's claims as contemplated in Rule 43 (7) (a) of the Rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

Dated at Benoni on this the 25th day of August 1993.

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

Saak 5382/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **NBS Bank Beperk**, Eiser, en **J. J. L. van der Merwe**, Verweerder

Ingevolge die uitspraak van die Landdros, Middelburg, Transvaal, en lasbrief tot geregtelike verkoping gedateer 8 Februarie 1993 sal die ondervermelde eiendom op 15 Oktober 1993 om 10:00, te die Landdroskantoor, Middelburg:

Erf 2959, geleë in die dorpsgebied Middelburg-uitbreiding 10, groot 1 128 vierkante meter, gehou kragtens Akte van Transport T3856/92, beter bekend as Oribistraat 15, Kanonkop, Middelburg.

Die eiendom bestaan uit 'n drieslaapkamerwoning met sitkamer, eetkamer, badkamer, motorhuise en bediendekamer.

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

Datum: 27 Augustus 1993.

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

Case 17317/93

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 **Da Silva, Bernardino Lopes**, 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 7 October 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 37 of Erf 480, situated in the Township of Oakdene, Registration Division IR, Transvaal, being 37 Outeniqua Avenue, Oakdene, Johannesburg.

Measuring: 1 382 (one thousand three hundred and eighty-two) square metres.

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

A detached double storey brick built residence with tiled roof, comprising two kitchens, two lounges, dining-room, entrance-hall, family room/bar, separate toilet, dressing-room, six bedrooms, two 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on the 27th day of August 1993.

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

Saak 47699/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk**, Eiser, en **C. J. Esterhuizen**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 9 Augustus 1993, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Wes te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder op 14 Oktober 1993 om 10:00:

Deel 43, soos getoon en meer volledig beskryf op Deelplan SS147/85, in die gebou of geboue bekend as Aminie, geleë in die dorpsgebied Proklamasieheuwel in die plaaslike gebied van die dorpsraad van Pretoria, groot 68 (ag-en-sestig) vierkante meter (beter bekend as Aminiewoonstel 43, Lievaartstraat, Proklamasieheuwel).

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieder verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelaktes in sover dit van toepassing mag wees.

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

'n Tweeslaapkamerwoonstel met kombuis, sit-/eetkamer, badkamer en onderdakparkering.

3. **Terme:** 10% (tien persent) van die koopprijs 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 betaal op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van die transport, en moet deur 'n bank- of bougenootskap waarborg 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-Wes.

Geteken te Pretoria.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. S. Du Plessis/mev. Engels/JR38048.)

Case 15747/91

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Aaron Mononela Moea**, First Defendant, and **Eliza Manobejara Moea**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston on 24 December 1991, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 13 October 1993 at 10:00, at the Sheriff's Office, Johria Court, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Certain: Erf 2662, Spruitview Township, Registration Division IR, Transvaal, situated on 2662 Spruitview, Kattlehong, in the Township of Kattlehong, District of Alberton, measuring 350 (three 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, 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 Germiston on 23 August 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666) (Ref. N7325P/Mrs Pierce.)
Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview.

Case 6720/93

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

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

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 12 July 1993 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 6 October 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 30275, Daveyton Township, Registration Division IR, Transvaal, situated on 30275 Komane Street in the Township of Daveyton, District of Benoni, measuring 192 (one hundred and ninety-two) square metres.

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

Building built of brick and plaster, tiled roof, comprising lounge, kitchen, three bedrooms, bathroom, toilet and fenced boundary.

The conditions of sale:

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

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

Dated at Benoni on this the 23rd day of August 1993.

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 52-8666) (Ref. Mrs Pierce/NB7647.)

Case 5148/93

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

In the matter between **First National Bank of SA Ltd** (Reg. No. 05/01225/06), Plaintiff, and **David Antony Walkington**, First Defendant, and **Paula Anne Walkington**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 19 July 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 6 October 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: Erf 1334, Rynfield Township, Registration Division IR, Transvaal, situated on 7 Reid Street, Rynfield, in the Township of Rynfield, District of Benoni, measuring 1 983 (one thousand nine hundred and eighty-three) square metres.

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

Building built of brick and plaster, iron roof, comprising entrance-hall, lounge, family room, dining-room, study, kitchen, three bedrooms, two bathrooms, shower, garage, two carports, servants' quarters and a swimming-pool.

The conditions of sale:

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. FB0626/Mrs Pierce.)

Case 6046/93

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

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

In pursuance of a judgment in the Court for the Magistrate of Benoni on 13 July 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 7 October 1993 at 10:00, at the Sheriff's Offices, 8 Park Street, Kempton Park, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 590, Maokeng Extension 1 Township, Registration Division IR, Transvaal, situated on 590 First Street, in the Township of Maokeng Extension 1, Tembisa, District of Kempton Park, measuring 282 (two hundred and eighty-two) square metres.

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

Building built of brick and plaster, tiled roof, comprising lounge, kitchen, two bedrooms, bathroom, toilet and fenced boundary.

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

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

Dated at Benoni on this the 23rd day of August 1993.

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 72 Elston Avenue, Benoni. (Tel. 52-8666.) (Ref. Mrs Pierce/NB7648.)

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

In the matter between **First National Bank of S.A. Ltd** (Reg. No. 05/01225/06), Plaintiff, and **Johannes Jacobus Naude**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 14 July 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 8 October 1993 at 11:00, at the Sheriff's Office, 439 Prince George Avenue, Brakpan, 1540, to the highest bidder:

Certain: Erf 2170, Brakpan Township, Registration Division IR, Transvaal, situated on 31 Derby Avenue, Brakpan, in the Township of Brakpan, District of Brakpan, 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, corrugated iron roof comprising entrance-hall, lounge, dining-room, three bedrooms, bathroom, two w.c.'s, kitchen, single garage, servant's quarter and precast walls.

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. FB0981/Mrs Pierce.)

Case 2476/93

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

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

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 30 April 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 7 October 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 548, Maokeng Extension 1 Township, Registration Division IR, Transvaal, situated on 548 First Crescent, Tembisa, in the Township of Tembisa, District of Kempton Park, measuring 248 (two hundred and forty-eight) square metres.

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

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

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

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

Dated at Benoni on this the 23rd day of August 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NB7546/Mrs Pierce.); c/o Hammond Pole & Dixon, 75 Elston Avenue, Benoni.

Case 8662/91

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

In the matter between **First National Bank of S.A. Ltd** (Reg. No. 05/01225/06), Plaintiff, and **Stanley John von Wielligh**, First Defendant, and **Colleen von Wielligh**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 28 November 1991 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 15 October 1993 at 15:00, at the Sheriff's Office, 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 60, Krugersrus Township, situated on 6 Hout Street, Krugersrus, in the Township of Krugersrus, District of Springs, measuring 1 235 (one thousand two hundred and thirty-five) square metres.

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

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

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

Dated at Boksburg on this the 26th day of August 1993.

Hammond Pole & Dixon, Attorney for Plaintiff, Ground Floor, Domicilium, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. Mrs Pierce/FB0606.)

Case 58/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Krienke, Janis Maureen**, First Defendant, and **Krienke, Felix Ruben**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 8 October 1993 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 652, Brakpan North Extension 1 Township, Registration Division IR, Transvaal, being 27 Cole Street, Brakpan North, Brakpan, measuring 969 (nine hundred and sixty-nine) square metres.

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

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

Dated at Johannesburg on this 27th day of August 1993.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 52-8666.) [Ref. Mrs Teixeira/AU0092 (AU92).]

Case 13760/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Scharneck, Charles Benjamin**, First Defendant, and **Scharneck, Berdhuël**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 8 October 1993 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 935, Dalview Township, Registration Division IR, Transvaal, being 123 Gerrit Maritz Avenue, Dalview, Brakpan, measuring 1 384 (one thousand three hundred and eighty-four) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, iron roof, comprising lounge, dining-room, three bedrooms, bathroom and 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 building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Dated at Johannesburg on this 27th day of August 1993.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 52-8666.) [Ref. Mrs Teixeira/AF6249 (AB849).]

Saak 46719/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Bpk.**, Eiser, en **K. van Zyl**, Verweerder, en **A. L. van Zyl**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 18 Augustus 1993 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Oos, te Strubenstraat 142, Pretoria, aan die hoogste bieder op 6 Oktober 1993 om 10:00:

Erf 3906, geleë in die dorpsgebied Garsfontein-uitbreiding 11, Registrasieafdeling JR, Transvaal, groot 1 000 (eenduisend) vierkante meter, beter bekend as St Bernardstraat 1015, Garsfontein-uitbreiding 11.

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieder verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelaktes in sover dit van toepassing mag wees.

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: 'n Enkelverdieping-woonhuis met sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, stort, opwaseenheid met twee motorhuise.

3. **Terme:** 10% (tien persent) van die koopprijs 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.

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/JR38048.)

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **W. C. Strauss**, Identiteitsnommer 4304305014088, Eerste Verweerder, en **C. M. Strauss**, Identiteitsnommer 4706210020085, Tweede 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, 8 Oktober 1993 om 10:00, te die persele van die Balju van die Landdroshof, vir die distrik Klerksdorp, Leaskstraat 23, Klerksdorp, per publieke veiling verkoop word:

Erf 745, Wilkopies-uitbreiding 16-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 1 132 (eenduisend eenhonderd twee-en-dertig) vierkante meter, gehou kragtens Akte van Transport T19627/91.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Bestaande uit 'n woonhuis met die volgende: Enkelverdiepingwoonhuis met teëldak, vloere: novilon en keramiekteëls, vier slaapkamers, twee badkamers, stort, twee toilette, sitkamer, eetkamer, TV-kamer (woonkamer), kombuis, opwaskamer, twee motorhuise, bediendekamer en toilet, swembad, omheining: beton- en baksteenmure, plaveisel.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
 2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 14 (veertien) dae na veiling.
 3. Besit en okkupasie teen betaling van die deposito en kostes.
 4. Verdere voorwaardes by Balju ter insae.
 5. Koper betaal BTW op alle belasbare lewerings.
- Gedateer te Klerksdorp op hede die 24ste dag van Augustus 1993.

J. H. Coetzee, vir Kantor, Du Toit & Coetzee, Eerste Verdieping, NBS-gebou, Boomstraat, Klerksdorp, 2570. (Verw. mev. Immelman/N124.)

Case 13301/93
PH 342

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

In the matter between **ESKOM**, Plaintiff, and **Reavy, Peter**, Defendant

1. The undermentioned property will be sold on 6 October 1993 at 10:00, at the Sheriff's Office, Johria Court, 4 Du Plessis Street, Florentia, Alberton, in execution of a judgment obtained in the above matter on 29 June 1993:

Erf 3006, Brackenhurst Extension 2 Township, Registration Division IR, Transvaal, measuring 1 500 (one thousand five hundred) square metres, held under Deed of Transfer T22893/84 and situated at 29 Koedoe Street, Brackenhurst Extension 2, Alberton, Transvaal (the property).

2. The improvements to the property consist of the following although nothing is guaranteed: Dwelling comprising lounge, dining-room, two bedrooms, bathroom, kitchen, study, servants' quarters and toilet.

Terms:

3. 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 guarantee to be furnished within 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% (five per cent) on the proceeds of the sale up to an amount of R20 000 and thereafter 3% (three per cent) up to a maximum charge R6 000, with a minimum charge of R100.

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

Dated at Johannesburg on the 30th day of August 1993.

Webber Wentzel, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. J. A. Louw/mr 55/E 175/92.)

Case 2753/93

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

In the matter between **The Standard Bank of S.A. Ltd**, Plaintiff, and **Khonzile Neville Molefshoane**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort, just north of Sasko Mills, old Warmbaths Road, Bon Accord, on Friday, 1 October 1993 at 11:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

All right, title and interest in the leasehold in respect of:

Portion 4 of Erf 19915, Mamelodi Township, Registration Division JR, Transvaal, measuring 297 (two hundred and ninety-seven) square metres, held under Registered Grant of Leasehold TL7144/91, subject to such conditions as are mentioned or referred to therein.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling with tiled roof consisting of lounge, kitchen, two bedrooms, bathroom/w.c., and wire fencing.

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

Dated at Pretoria on this 30th day of August 1993.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S228/93.)

Case 837/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Joel Mamabolo**, Defendant

A sale in execution will be held on 1 October 1993 at 11:00, at Wonderboom, Portion 83, De Onderstepoort, Bon Accord, of:

All right, title and interest in the right to leasehold in respect of Erf 242, situated in the Township of Moretele View, Registration Division JR, Transvaal, measuring 486 square metres, known as Stand 242, Moretele View, Mamelodi.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey, brick walls, tiled roof, lounge, kitchen, two bedrooms, bathroom, w.c. and three side fencing.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9674.)

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Balju, Landdroshof, Vanderbijlpark, op Vrydag, 29 Oktober 1993 om 10:00:

Eksekusiekrediteur: Nedcor Bank Beperk.

Die hiernagenoemde eiendom 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 reserve en sal voetstoots wees.

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

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

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

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan of R400 (vierhonderd rand), watter een 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 bepalinge van die voorwaardes van verkoping, mag die verkoper verplig wees om 10% (tien persent) van die koopprys te betaal as rouwkoop.

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

Saaknommer 1941/93.

Vonniskskuldenaar: L.S. Mthombeni.

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 5718, Sebokeng Eenheid 12.

Grootte van eiendom: Groot 296 vierkante meter.

Beskrywing van eiendom: 'n Woonhuis met geen motorhuis.

Straatadres van eiendom: Perseel 5718, Sebokeng Eenheid 12, distrik Vanderbijlpark.

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

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/6/493.)

Saak 7786/90

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Saambou Bank Beperk** (No. 87/05437/06), voorheen Saambou-Nasionale Bouvereniging Beperk, Eiser, en **Petrus Johannes Claassen**, Eerste Verweerder, en **Alma Valerie Claassen**, Tweede Verweerder

Kragtens uitspraak van die Landdroshof, distrik Vereeniging gedateer 4 Oktober 1990, en die daaropvolgende lasbrief vir eksekusie, word die volgende eiendom op Donderdag, 30 September 1993 om 10:00, in eksekusie deur die Balju, Landdroshof Meyerton, te Lochstraat 51, Meyerton, aan die hoogste bieder verkoop:

Erf 226, Golf Park-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 224 vierkante meter.

Die eiendom word verkoop onderhewig aan die bepalings van die Wet op Groepsgebiede en Landdroshowe. Tien persent (10%) van die koopprys is kontant betaalbaar onmiddellik na die veiling en die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, Lochstraat 51, Meyerton, binne veertien (14) dae, bereken vanaf datum van koop, welke waarborg betaalbaar is op datum van registrasie van transport.

Die volgende inligting word onder die aandaag van die voornemende koper gebring, maar niks word gewaarborg nie: Enkelverdiepingwoonhuis bestaande uit sitkamer/eetkamer, gesinskamer, drie slaapkamers, badkamer/wasbak, toilet, kombuis. Geen buitegeboue, geleë te Mimosastraat 28, Golf Park, Meyerton.

Die volle verkoopvoorwaardes wat vir die koper bindend sal wees, lê gedurende kantoorure ten kantore van die Balju, Landdroshof, Lochstraat 51, Meyerton.

Geteken te Vereniging hierdie 26ste dag van Augustus 1993.

Mills, Prokureur vir Eiser, M & A-gebou, Lesliestraat 17A, Vereniging. (Verw. mev. van Eeden/S2459.)

Case 20936/92
PH 144

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Shaw, Dawn Ruby**, First Defendant, and **Shaw, Samuel Frederick**, Second Defendant

In execution of a judgment of the above Honourable Court in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff for the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 7 October 1993 at 10:00, onwards of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the offices of the Sheriff, Johannesburg, prior to the sale:

Certain Erf 740, Mondeor Township, measuring 848 (eight hundred and forty-eight) square metres, situated at 158 Belvoir Place, Mondeor.

The following improvements on the property have been recorded, but nothing is guaranteed: Dwelling of brick and plaster under tile consisting of sunporch, lounge, TV-room and lounge, dining-room, three bedrooms, kitchen, laundry, two bathrooms mes. and a guest toilet.

Outbuildings: Games-room, servants' quarters with toilet and shower, two carports for three vehicles. Established garden with pool. Yard walled with brick and precast walls.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, balance payable against registration of transfer, to be secured by a bank or building society or any other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the date of sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R15 000 (fifteen thousand rand) and thereafter 2,5% (two and a half per centum) up to a maximum fee of R5 000 (five thousand rand). Minimum charge R50 (fifty rand).

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

M. Milstein, for Raphael Kurganoff, Attorney for Plaintiff, Seventh Floor, African Life Centre, 111 Commissioner Street, Johannesburg, 2001; P.O. Box 2870, Johannesburg, 2000. (Tel. 337-1861/5.) (Ref. M. Milstein/LC/F1137.)

Saak 3554/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **Mej. M. B. Masango**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 12de toegestaan is, op 1 Oktober 1993 om 10:00, te die Landdroshof, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroshof, Witbank, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Sekere Erf 3692, Ackerville, Witbank, Registrasieafdeling JS, Transvaal, groot 260 vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport TL73751/89.

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 sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 2de dag van September 1993.

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

Saak 5622/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BOKSBURG GEHOU TE BOKSBURG

In die saak tussen **NBS Bank Limited**, Eiser, en **S. R. Maboea**, Eerste Verweerder, en **S. R. Maboea**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Boksburg gedateer 7 Julie 1993 en 'n lasbrief vir eksekusie, gedateer 30 Junie 1992 sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Vrydag, 8 Oktober 1993 om 11:15, deur die Balju vir die Landdroshof te Leeuwpootstraat 182, Boksburg, naamlik:

Sekere Standplaas 17464, Vosloorus-uitbreiding 25, Boksburg, Registrasieafdeling IR, Transvaal, ook bekend as Standplaas 17464, Vosloorus-uitbreiding 25, Boksburg, groot 280 vierkante meter, gehou deur S. R. en J. R. Maboea, gehou onder Akte van Transport TL17880/91.

Sonering: Residensieel.

Spesiale gebruiksvergunninge of vrystellings: Geen.

Die Vonnis skuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: Woning met sementstene, teëldak bestaande uit sitkamer, kombuis, drie slaapkamers, badkamers en toilet.

Buitegeboue: Geen.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 16% (sestien 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, Leeuwpootstraat 182, Boksburg.

Gedateer te Alberton op hede die 2de dag van September 1993.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Tel. 907-9813.) (Verw. E. Ungerer/PP/N57.)

Saak 5065/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **Job Thabethe**, 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 8 Oktober 1993 om 10:00, per publieke veiling deur die Balju te die Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 3766, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied kwaGuqa-uitbreiding 5, gehou kragtens Grondbrief TL436/91, 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 wesenlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

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

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

4. Verdere voorwaardes by Balju ter insae.

Gedateer te Witbank op hierdie 1ste dag van September 1993.

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

Saak 1770/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Bepers**, Eiser, en **Johannes Jacobus Möller**, Eerste Verweerder, en **Marlene Elizabeth Möller**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 28 Julie 1993, sal die ondervermelde eiendom geregtelik verkoop word op 8 Oktober 1993 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Hoewe 322, Hillside-landbouhoewes-uitbreiding 1, Registrasieafdeling IQ, Transvaal, groot 1,7131 hektaar, gehou kragtens Akte van Transport T13257/1991, bekend as Hoewe 322, Hillside-landbouhoewes-uitbreiding 1, Randfontein, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder 'n grasdak wat bestaan uit twee slaapkamers, badkamer, kombuis, eetkamer, daar is geen buitegeboue en die erf is omhein met draad. Daar is 'n boorgat op die erf. Geen waarborg word egter gegee ten opsigte van voorgaande omskrywing nie.

Voorwaardes: R6 700 of 10% (tien persent) van die koopsom wat ook al die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belasting, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word. Die Eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N565.)

Saak 3557/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletuhome Loans (Pty) Ltd**, Eiser, en **S. A & M. B. Mthimunya**, Verweerders

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die Huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 8 Oktober 1993 om 10:00, per publieke veiling deur die Balju te die Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 3027, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van kwaGuqa, gehou kragtens Grondbrief TL69502/90, groot 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 wesenlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by Balju ter insae.

Gedateer te Witbank op hierdie 1ste dag van September 1993.

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

Case 6551/93

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

In the matter between **South African Post Office Limited** (formerly known as Republic of South Africa), Plaintiff, and **Paki Khunou**, First Defendant, and **Thandi Eunice Khunou**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni a writ of execution dated 1 July 1993, the right, title and interest in the leasehold listed hereunder will be sold in execution on 20 October 1993 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder. All the right, title and interest in the leasehold in respect of:

Certain Lot 10794, Daveyton Township, Registration Division IR, Transvaal, measuring 337 (three hundred and thirty seven) square metres, situated at 10794, Lebedu Street, Daveyton, as amended in terms of Act No. 112 of 1991, held by the Defendant/s in her/his name under Certificate of Registered Grant of Leasehold TL25482/1986 dated 7 August 1986, and shown on General Plan 74/1984.

The following improvements are reported to be on the property but nothing is guaranteed: Single-storey dwelling detached brick and plaster, concrete roof, kitchen, lounge/dining-room, three bedrooms, bathroom, toilet and garage.

The conditions of sale: The purchase price will be payable as to a deposit in case 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, Magistrate's Court, 214 Arcadia, 84 Prince's Avenue, Benoni.

Dated at Benoni on this the 1st day of September 1993.

J. H. Boshoff, for J. H. Boshoff, First Floor, NBS Centre, corner of Woburn and Rothsay Streets, Benoni. (Tel. 845-2559/845-2594.) (Ref. Mr Boshoff/1m/A115/93.)

Case 35472/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Jan van der Zee**, First Defendant, and **Tersia van der Zee**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, NG Sinodale Centre, 234 Visagie Street, Pretoria, on 12 October 1993 at 10:00, to the highest bidder:

Certain Portion 12 of Erf 324, in the Township of Rietfontein, Registration Division JR, Transvaal, measuring 1 355 square metres, situated at 624 20th Avenue, Rietfontein, Pretoria.

15119-2

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 the 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, kitchen, three bedrooms, two bathrooms, two w.c.'s, shower and TV-room.

Outbuildings: Single garage, servant's room, toilet, shower and laundry.

Other improvements: Concrete walls and brick walls.

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, 228 Visagie Street, Pretoria.

Signed at Pretoria on this the 6th day of.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Kartoudees/MB/N968.)

Case 28530/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **NBS Bank Limited**, Plaintiff, and **Kevin Ferguson**, First Defendant, and **Catherine Anne Ferguson**, 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 20 October 1993 at 10:00, to the highest bidder:

Certain Erf 1915, Pierre van Ryneveld Extension 7 in the Township of Verwoerdburg, Registration Division JR, Transvaal, measuring 1 189 square metres, situated at 26 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, dining-room, kitchen, three bedrooms, one and a half bathrooms, two w.c.'s, shower, TV-room and scullery.

Outbuildings: Double carport and w.c.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices, at Messcor House, 30 Margaretha Street, Riverdale, Pretoria.

Signed at Pretoria on this 7th day of September 1993.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Kartoudees/MB/N931.)

Case 82686/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **NBS Bank Limited**, Plaintiff, and **Johanna Aletta Kotze**, Defendant

A sale in execution will be held on 6 October 1993 at 10:00, at 142 Struben Street, Pretoria, of:

Erf 108, situated in the Township of Meyerspark, Registration Division JR, Transvaal, measuring 1 487 square metres, known as 163 Watermeyer Street, Meyerspark.

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

Single-storey dwelling, brick walls, fitted carpets, tiles, corrugated iron roof, lounge, dining-room, study, kitchen, four bedrooms, bathroom, shower, w.c., entrance-hall, double garages, servant's room with two w.c.'s, laundry, boundary, brick and concrete walls and gates, drive pavings, swimming-pool and bore-hole.

The conditions of sale may be inspected at the office of the Sheriff Pretoria East.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.9592.)

Case 1251/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **NBS Bank Limited**, Plaintiff, and **Vallabh Bhana**, Defendant

A sale in execution will be held on 7 October 1993 at 10:00, at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

Erf 810, situated in the Township of Laudium, Registration Division JR, Transvaal, measuring 446 square metres, known as 320 Indigo Street, Laudium.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey, brick walls, IBR pitched, fitted carpets, tiles, P.V.C., lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., concrete walls and pavings.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria North West.
Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9169.)

Case 34301/92
PH 410

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Rispel Christo Lloyd**, First Defendant, and **Rispel Arianna Shireen**, 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 Thursday, 30 September 1993 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff's offices, and read out prior to the sale:

Portion 5 of Erf 143, Mid Ennerdale Township, Registration Division IQ, Transvaal, measuring 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T19987/1988, situated at Portion 5 of Erf 143, Mid Ennerdale Township.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Dwelling*: Three bedrooms, lounge, kitchen, bathroom and toilet.

The property is zoned Residential.

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

Auctioneer's charges, payable on the date of sale, to be calculated 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) 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 August 1993.

Karolia-Surtees, Plaintiff's Attorneys, Second Floor, 63 Avenue Road, Fordsburg, P.O. Box 1759, Johannesburg, 2000.
(Tel. 838-2395/6/7/8.) (Ref. Mr Karolia/7300-570.)

Saak 1348/92

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

In die saak tussen **Boland Bank Limited**, Eiser, en **Frederik Moolman Colling**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak, sal 'n verkoping gehou word deur die Balju, Standerton, te Poskantoor, Smitsstraat, Val, distrik Standerton, op 6 Oktober 1993 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die veilingsafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Hooggeregshof, Standerton, Caledonstraat 17, Standerton, voor die verkoping ter insae sal lê:

Erf 4, geleë in die Val-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Verweerder kragtens Akte van Transport 20676/81.

Verbeterings: Ou hotelgebou van stene met sinkdak, 17 kamers, vier motorhuise en erf omhein met draad.

Die bovermelde inligting in verband met verbeterings op die eiendom word verstrek, maar geen waarborg kan daarvoor gegee word nie.

Geteken te Pretoria hierdie 6de dag van September 1993.

D. L. Taljaard, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eiser, Sanlamsentrum, 14de Verdieping, Andriesstraat 252, Pretoria. (Verw. mnr. Taljaard/hr/RB20005.)

Saak 5163/92

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

In die saak tussen **Boland Bank Beperk**, Eiser, en **Jannie Abraham Nel**, Eerste Verweerder, en **Explomark Mining (Pty) Limited**, Tweede Verweerder, en **Cosfac BK**, Derde Verweerder, en **Dycedale Boerdery (Pty) Limited**, Vierde Verweerder, en **Zimbi Ranches (Pty) Limited**, Vyfde Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak, sal 'n verkoping gehou word deur die Balju, Barberton, te hoofingang van die Landdroskantoor, Barberton, op 8 Oktober 1993 om 10:00, van die ondervermelde eiendomme van die Verweerders op die voorwaardes wat deur die veilingsafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju te Presidentstraat 35, Barberton, voor die verkoping ter insae sal lê:

Gedeelte 1 van die plaas Dycedale 368, Registrasieafdeling JU, Transvaal, groot 205,9190 (twee nul vyf komma nege een neg nul) hektaar, gehou kragtens Akte van Transport T5418/86, en Resterende Gedeelte van die plaas Dycedale 368, Registrasieafdeling JU, Transvaal, groot 1340,0906 (een drie vier nul komma nul nege nul ses) hektaar, gehou kragtens Akte van Transport T5418/86.

Verbeterings: 154 hektaar weiveld en 300 hektaar bome. Minerale en vakansieoordregte is oor die eiendom geregistreer.

Die bovermelde inligting in verband met verbeterings op die eiendom word verstrek, maar geen waarborg kan daarvoor gegee word nie.

Geteken te Pretoria hierdie 8ste dag van September 1993.

D. L. Taljaard, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir die Eiser, Sanlamsentrum, 14de Verdieping, Andriesstraat 252, Pretoria. (Verw. mnr. Taljaard/mm/RB20014.)

Case 13551/93

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

In the matter between **ESKOM Finance Company (Pty) Ltd**, Plaintiff, and **Samuel Bhuri Madonsela**, 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 8 October 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 Defendant:

Erf 604, kwaGuqa Extension 2 Township, Registration Division JS, Transvaal, measuring 475 (four hundred and seventy-five) square metres, held by the Defendant under Deed of Leasehold TL62613/1990.

This property is situated at Stand 604, kwaGuqa Extension 2 Township, Witbank, 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: Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within thirty (30) days from the date of sale.

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

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/JVZ.)

Case 27306/93

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

In the matter between **J. C. Lamprecht**, Execution Creditor, and **J. Botha Familie Beleggings (Pty) Limited**,
Reg. No. 90/03365/07, Execution Debtor

Kindly take notice that in terms of the judgment obtained in the above-mentioned Court and a warrant of execution issued on 15 July 1993, the undermentioned immovable property will be sold in execution, without reserve, by the Sheriff on 30 September 1993 at 10:00, at 8 Park Street, Kempton Park, and on the conditions to be read out by the Sheriff, prior to the sale, and which conditions can be inspected at the offices of the said Sheriff, prior to the sale:

Certain Erf 777, Van Riebeeckpark, Registration Division IR, Transvaal, held under Title Deed T11435/93, measuring 1 000 (one thousand) square metres, situated at 25 Majuba Street, Van Riebeeckpark, Kempton Park.

Improvements: Lounge, three toilets, two carports, two family/TV-rooms, three bathrooms, three bedrooms, kitchen, pool, dining-room, two garages, study and driveway, all under tiled roof. The property is surrounded by three precast walls.

No guarantee is given as to the nature and extent of the property. Improvements are not warranted to be correct and are not guaranteed.

Conditions: 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 satisfactory guarantee, 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) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and, thereafter 3% (three per cent) on the balance, subject to a maximum fee of R6 000 (six thousand rand) and a minimum fee of R100 (one hundred rand).

Thus done and signed at Pretoria on this 3rd day of September 1993.

J. C. Lamprecht, c/o Blakes Inc., Attorney for Plaintiff, Sixth Floor, Standard General Building, 215 Proes Street, Pretoria. [Tel. (012) 460-471/2-4.] (Ref. L102/JCL.)

Saak 7844/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Nicos Papantoniou**, Eerste Eksekusieskuldenaar, en **Maria Johanna Susanna Grobler**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 2 Augustus 1993 en 'n lasbrief vir eksekusie gedateer 10 Augustus 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju, voor die kantoor van die Balju te Prince Georgelaan 439, Brakpan, op Vrydag, 22 Oktober 1993 om 11:00:

Erf 1560, geleë in die dorpsgebied Brakpan, Registrasieafdeling IR, Transvaal, groot 495 (vierhonderd vyf-en-negentig) vierkante meter, geleë te Stationlaan 82A, Brakpan.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie:

'n Enkelverdiepingwoonhuis bestaande uit sitkamer, eetkamer, drie slaapkamers, kombuis, waskamer, badkamer en spas.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju, Prince Georgelaan 439, Brakpan.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepaling van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.

3. Koopprijs is soos volg betaalbaar:

3.1 Deposito van 10% (tien persent) van die koopprijs is betaalbaar onmiddellik na die verkoping.

3.2 Die balans van die koopprijs tesame met rente moet binne 14 (veertien) dae by wyse van 'n bank of bouvereniging verseker word.

Gedateer te Benoni hierdie 7de dag van September 1993.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni, 1500. (Tel. 422-2435.)

Saak 7864/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Bethuel Ramotshilo Dimo**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 4 Augustus 1993 en 'n lasbrief vir eksekusie gedateer 10 Augustus 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju, voor die kantoor van die Balju te Prince Georgelaan 439, Brakpan, op Vrydag, 22 Oktober 1993 om 11:00:

Die reg, titel en belang op huurpag van Erf 21700, Tsakane-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 467 (vierhonderd sewe-en-sestig) vierkante meter, geleë te Erf 21700, Tsakane-uitbreiding 11-dorpsgebied.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie:

'n Enkelverdiepingwoonhuis bestaande uit sitkamer, drie slaapkamers, badkamer en kombuis.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju, Prince Georgelaan 439, Brakpan.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepaling van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.

3. Koopprijs is soos volg betaalbaar:

3.1 Deposito van 10% (tien persent) van die koopprijs is betaalbaar onmiddellik na die verkoping.

3.2 Die balans van die koopprijs tesame met rente moet binne 14 (veertien) dae by wyse van 'n bank of bouvereniging verseker word.

Gedateer te Benoni hierdie 7de dag van September 1993.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni, 1500. (Tel. 422-2435.)

Saak 32763/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk**, Eiser, en **M. J. Meiring**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 8 Julie 1993, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria Sentraal te NG Sinodalesentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder op 12 Oktober 1993 om 10:00:

Deel 24, soos getoon en meer volledig beskryf op Deelplan SS109/88 in die skema bekend as L'Esperance ten opsigte van die gebou en geboue, geleë in die dorpsgebied Sunnyside, in die Plaaslike Bestuur van die Stadsraad van Pretoria, groot 71 (een-en-sewentig) vierkante meter, beter bekend as 403 L'Esperancewoonstelle, Cilliersstraat 177, Sunnyside.

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieder verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelaktes in sover dit van toepassing mag wees.

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

'n Een en 'n half slaapkamerwoonstel met badkamer, sit-/eetkamer en kombuis met onderdakparkering.

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

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

Geteken te Pretoria.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. S. Du Plessis/RE/R38039.)

Case 35493/90

PH 346

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Theodora Ann Olson**, Defendant

Pursuant to a judgment of the above Honourable Court dated 21 September 1990, and a warrant of execution dated 4 October 1990, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 5 November 1993 at 10:00, in front of the Court-house, Fox Street entrance, Johannesburg:

Certain Erf 1313, Ridgeway Extension 5 Township, Registration Division IR, Transvaal, situation 122 Letitia Street, Ridgeway Extension 5.

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

Main building: Dwelling of brick and plaster under tile, consisting of four bedrooms, lounge, TV-room, dining-room, kitchen, two bathrooms and guest toilet.

Outbuildings: Double garage, maid's room with toilet and basin. Established garden with pool, yard walled with precast and brick and plastered walls.

Area: 1 028 square metres.

Property's held: Under Deed of Transfer T41710/89.

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 sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, at 100 Sheffield Street, Turffontein.

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

Israelsohn von Zwiklitz, Hunts Corner, 20 New Street South, P.O. Box 6467, Johannesburg, 2000. (Tel. 833-5514) (Ref. BR9704/Coll/PM/JB.)

Case 9932/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Motlalepula David Kwebu**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria North West, at 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on 7 October 1993 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Pretoria North-West, 202 Olivetti Building, corner of Schubart- and Pretorius Streets, Pretoria, and which will be read by him at the time of the sale, of the following property owned by Defendant:

All the right, title and interest in the leasehold in respect of:

Erf 6790, situated in the Township of Saulsville, Registration Division JR, Transvaal, measuring 219 (two hundred and nineteen) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL10199/1991.

This property is situated at 19 Kau Street, Saulsville, Pretoria, Transvaal.

The property is improved as follows:

Two bedrooms, kitchen, bathroom/toilet and lounge/dining-room. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

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

Dated at Pretoria on this the 7th day of September 1993.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/JVZ.)

Case 16166/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mankazana Erica Sindi**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 8 Park Street, Kempton Park, on 7 October 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, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 47, Leboeng Township, Tembisa, Registration Division IR, Transvaal, measuring 255 (two hundred and fifty-five) square metres, situated at Erf 47, Leboeng Township, Tembisa.

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

Dwelling under three bedrooms, lounge, dining-room, kitchen, bathroom and toilet. Outbuildings: Two rooms and garage.

The property is zoned Residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand), minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 20th day of August 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M23624/PC.)

**Case 12571/91
PH 7**

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mbolekwa Peter**, 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 6 October 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:

Erf 1606, Spruitview Extension 1 Township, Registration Division IR, Transvaal, measuring 400 (four hundred) square metres, situated at Erf 1606, Spruitview Extension 1 Township.

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

Dwelling under tiled roof, three bedrooms, lounge, dining-room, kitchen, two bathrooms, toilet.

The property is zoned Residential.

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

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 16th day of August 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. IMA/M14718/SC.) (Ref. M14718/SC.)

Case 15834/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Zuma Mandlenkosi Theophilus**, First Defendant, and **Zuma Sibongile**, 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, Johriahof, 4 Du Plessis Street, Florentia, Alberton, on 6 October 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, Johriahof, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 1531, now renumbered Erf 1273, Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 361 (three hundred and sixty-one) square metres, situated at Erf 1531, now renumbered Erf 1273, Likole Extension 1 Township.

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

Dwelling under tile roof, three bedrooms, bathroom, kitchen, lounge/dining-room. Outbuilding: Garage.

The property is zoned Residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand), minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 23rd day of August 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. Z23589/PC.)

Case 79757/89
PH 292

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

In the matter between **First National Western Bank Limited**, Plaintiff, and **Anthony Mayer**, Defendant

In execution of a judgment granted by the Magistrate's Court, Johannesburg, on 7 June 1990, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Magistrate's Court, Johannesburg North at the Magistrate's Court, Fox Street entrance, Johannesburg, on 8 October 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 of the Magistrate's Court, Johannesburg North, prior to the sale:

Certain Stand 948 and 949, Albertville Township, Registration Division IQ, Transvaal, measuring 248 square metres, also known as 7 Meyer Street, Albertville.

The property is reported to be improved property with a dwelling-house and outbuildings thereon but nothing is guaranteed.

Terms: Ten per centum (10%) of the purchase price and four percentum (4%) auctioneer's charges (minimum R50) 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 Magistrate's Court within fourteen (14) days from the date of sale.

The purchaser shall be liable to pay interest calculated at the current rate, from the date of sale to the date of transfer of the property to the secured creditors South African Permanent Building Society of Johannesburg, in whose favour a first bond is registered over the property.

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

Maisels, Smit & Lowndes, Plaintiff's Attorneys, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. Mr Smit/BP/WO459.)

Case 19783/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Cassim, Cassim Ismail**, First Defendant, and **Cassim, Zai boon Karim**, 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 Sheriff, Westonaria, at the entrance to the Magistrate's Court, Westonaria, on Friday, 8 October 1993 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 1136, Lenasia South Extension 1 Township, Registration Division IQ, Transvaal, situation 1136 Liverpool Street, Lenasia South Extension 1, area 590 (five hundred and ninety) square metres.

Improvements (not guaranteed): Three bedrooms, one and a half bathrooms, kitchen, lounge, dining-room, under tiled roof, paved 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 Defendants has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NV98E/mgh.)

Case 20556/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gornall, Beryl Yvonne Plate**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Germiston, at Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 7 October 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: Portion 4 of Erf 59, Edenvale Township, Registration Division IR, Transvaal, situation 86th 13th Avenue, Edenvale, area 991 (nine hundred and ninety-one) square metres.

Improvements (not guaranteed): Two bedrooms, one and a half bathrooms, kitchen, lounge, dining-room, family room, study, garage/store-room, carport, jacuzzi, under iron roof, staff quarters with ablutions, brick 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 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR311E/mgh/tf.)

Case 14471/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **August, George Neville**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 7 October 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 2414, Newlands, Johannesburg Township, Registration Division IQ, Transvaal, situation 37 Aldred Street, Newlands, Johannesburg, area 466 (four hundred and sixty-six) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge/dining-room, garage/store-room, three carports, under iron roof, outside ablutions, paved 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 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Johannesburg on this the 3rd day of September 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NV69E/mgh/st.)

Case 11061/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mathe: Erod**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 7 October 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: Lot 118, Haddon Township, Registration Division IR, Transvaal.

Situation: 13 Allin Street, Haddon.

Area: 990 (nine hundred and ninety) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, dining-room, two garages/store-rooms, under iron roof, staff quarters with outside toilet, enclosed with precast and brick walls.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NY35E/mgh.)

Case 20003/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Laysan Investments (Proprietary) Limited**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 7 October 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 Portion 318 of Erf 711, Craighall Park Township, Registration Division IQ, Transvaal.

Situation: 37 22nd Street, Parkhurst.

Area: 4 272 (four thousand two hundred and seventy-two) square metres.

Improvements (not guaranteed): Six bedrooms, two bathrooms, kitchen, lounge, dining-room, two garages/store-rooms, swimming-pool, under iron roof, staff quarters, paved driveway and enclosed with brick walls.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel 337-3142.) (Ref. RK0001E/mgh.)

Case 14301/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Swanson: Caroline May**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of Sheriff, Germiston, at Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 7 October 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 550, Wychwood Township, Registration Division IR, Transvaal.

Situation: 70 Cydonia Road, Wychwood.

Area: 2 601 (two thousand six hundred and one) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, double garage/store-room, swimming-pool, under iron roof, staff quarters with outside toilet, bitumen driveway, enclosed with precast and brick walls.

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

Dated at Johannesburg on this the 7th day of September 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel 337-3142.) (Ref. BR156E/mgh/tf.)

Case 18009/91

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedperm Bank Limited**, Plaintiff, and **Radebe: Mhlupheki Petrus**, First Defendant, and **Radebe: Nombulelo Sophie**, 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 Sheriff, Alberton, at Johria Court, 4 Du Plessis Street, Alberton, on Wednesday, 6 October 1993 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: All the right, title and interest in the leasehold in respect of Site 666, Moseleke East Township, Registration Division IR, Transvaal.

Situation: Site 666, Moseleke East.

Area: 324 (three hundred and twenty-four) square metres.

Improvements (not guaranteed): two bedrooms, bathroom, kitchen, lounge, under iron roof and enclosed with precast walls.

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

Dated at Johannesburg on this the 7th day of September 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel 337-3142.) (Ref. NG363E/mgh/tf.)

Case 04173/90

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Mobadi: Tshitereke Samson**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of Sheriff, Alberton, at Johria Court, 4 Du Plessis Street, Alberton, on Wednesday, 6 October 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 the right, title and interest in the leasehold in respect of Site 555, Twala Township, Registration Division IR, Transvaal.

Situation: Site 555, Twala Section, Katlehong.

Area: 283 (two hundred and eighty-three) square metres.

Improvements (not guaranteed): Two bedrooms, kitchen, lounge, under iron roof, staff quarters with outside toilet, concrete driveway and enclosed with precast walls.

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

Dated at Johannesburg on this the 7th day of September 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NG162E/mgh/tf.)

Case 07091/92

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Sonai: Monaise Phineas**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of Sheriff, Alberton, at Johria Court, 4 Du Plessis Street, Alberton, on Wednesday, 6 October 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: Site 1526, Spruit View Extension 1 Township, Registration Division IR, Transvaal.

Situation: Erf 1526, Spruit View Extension 1.

Area: 405 (four hundred and five) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, garage/store-room, under tiled roof, paved and brick 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 centum) of the purchase price or (ii) 10% (ten per centum) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 7th day of September 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NG314E/mgh/tf.)

Case 19981/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nkhoto Tsiu Michael**, First Defendant, and **Nkhoto Anna Manka**, 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 7 October 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 297 (now renumbered Erf 1813), Klipspruit Extension 2 Township, Registration Division IQ, Transvaal, measuring 155 (one hundred and fifty-five) square metres, situated at Erf 297 (now renumbered Erf 1813), Klipspruit Extension 2 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, dining-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 1st day of September 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N23908/PC.)

Case 436/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mchunu Nomvula Hannah**, 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 7 October 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 22577, Diepkloof Township, Registration Division IQ, Transvaal, measuring 194 (one hundred and ninety-four) square metres, situated at Erf 4963B, Diepkloof Zone 5, Township.

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

Well kept semi-detached single-storey dwelling under iron roof, two bedrooms, bathroom, kitchen and lounge.

Outbuildings: Two store-rooms.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 1st day of September 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M13690/PC.)

Case 16873/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Letlolo Matlhogo Elizabeth**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 7 October 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 18424, Meadowlands Township, Registration Division IQ, Transvaal, measuring 191 (one hundred and ninety-one) square metres, situated at 339B Kubu Street, Zone 3, Meadowlands Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Well kept semi-detached single-storey dwelling under asbestos roof, bedroom, kitchen and dining-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 1st day of September 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011)832-3251.] (Ref. L23658/PC.)

Case 20386/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ntsiu Wilhemina**, 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 7 October 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 4389, Naledi Township, Registration Division IQ, Transvaal, measuring 247 (two hundred and forty-seven) square metres, situated at Erf 4389, Naledi 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, 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 the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand), minimum charges R100 (one hundred rand).

Signed at Johannesburg on 1 September 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N23936/PC.)

Case 20387/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ntsoane David**, First Defendant, and **Ntsoane Violet**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 7 October 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 24132, Meadowlands Township, Registration Division IQ, Transvaal, measuring 246 (two hundred and forty-six) square metres, situated at 130 Tsakani Street, Zone 6, Meadowlands, 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 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 1 September 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N23939/PC.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Baloyi Reuben**, 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 7 October 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 773 (now renumbered 6595), Naledi Extension 2 Township, Registration Division IQ, Transvaal, measuring 375 (three hundred and seventy-five) square metres, situated at Erf 773 (now renumbered 6595), Naledi Extension 2 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.

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 2nd day of September 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. B23642/PC.)

KENNISGEWING VAN GEREGTELIKE VERKOPING

Ter uitwinning van vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in ondergemelde sake, soos deur **Nedcor Bank Beperk** verkry sal verkopings sonder 'n reserweprys gehou word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria-Noord, op die 1ste dag van Oktober 1993 om 11:00 van die ondervermelde eiendomme van die Verweerders op die voorwaardes wat deur die vendusiaafslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê.

Saak No.: 11753/93.

Vonnis skuldnaars: **N. J. Mathebula** en **M. P. Mathebula**.

Eiendom: Erf 392, Soshanguve H, Registrasieafdeling JR, Transvaal, groot 340 (drie vier nul) vierkante meter, gehou kragtens Akte van Transport TE79080/92.

Beskrywing: Twee slaapkamers, badkamer, kombuis, sitkamer, motorhuis, twee stoorkamers, bediendekwartiere en buitetoilet. Die eiendom is omhein met draad.

Verw.: Mnr. Coetzee/RL/382/93.

Saak No.: 12785/93.

Vonnis skuldnaar: **M. S. Kwele N.O.**

Eiendom: Leasehold Stand 2590, Blok GG, Soshanguve, Residential Area of Soshanguve, District of the District Representative, Department of Development Aid, Soshanguve.

Groot: 548 (vyf vier agt) vierkante meter.

Gehou: Kragtens Akte van Transport T36239/1992 (voorheen Sertifikaat van Reg van Huurpag).

Beskrywing: Drie slaapkamers, badkamer, kombuis, sitkamer en netjiese tuin.

Verw.: Mnr. Coetzee/RL/129/93.

Saak No.: 9424/93.

Vonnis skuldnaar: **A. J. van der Walt**.

Eiendom: Hoewe 67, geleë in Onderstepoort Landbouhoewes-uitbreiding 1, Registrasieafdeling JR, Transvaal.

Groot: 4,2827 (vier komma twee agt twee sewe) hektaar.

Gehou: Kragtens Akte van Transport T40618/89.

Beskrywing: Onverbeterde perseel.

Verw.: Mnr. Coetzee/RL/318/93.

Terme: Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen die transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne dertig (30) dae na datum van die verkoping verstrek word.

Die koper moet afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige betalings en ander uitgawes wat nodig is om transport te laat geskied, op versoek van die prokureur van die Vonnis skuldeiser.

Geteken te Pretoria op hierdie 8ste dag van September 1993.

Coetzee Prokureurs, S.A.L.U. Gebou, 15de Verdieping, hoek van Andries- en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Verw. mnr Coetzee/RL.)

Saak 11885/92

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Van der Berg Emarensia Christina**, Verweerderes

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 7 Oktober 1993 om 10:00, verkoop word deur die Balju te Standard Chambers, Vierde Verdieping, Presidentstraat, Germiston, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 127, Estera-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 838 vierkante meter (ook bekend as Parnellweg 84, Estera, Germiston).

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdiepingwoonhuis met sitkamer, drie slaapkamers, twee badkamers, kombuis, motorhuis, bediendekamer, toilet en motorafdak.

Datum: 7 September 1993.

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

Saak 11881/92

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Ngcakani Vuyo Alfred**, Eerste Verweerder, en **Malindi Nompofu Violet**, Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die Verweerders se Reg op Huurpag in die volgende eiendom op 6 Oktober 1993 om 10:00 verkoop word deur die Balju te Kantore van die Balju, Johria Hof, Du Plessisweg, 4, Florentia, Alberton, op voorwaardes wat by sy kantoor ingesien kan word: Erf 942, Likole-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 205 vierkante meter (geleë te 942 Likole, Katlehong).

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

Datum: 3 September 1993.

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

Saak 5095/92

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Ngubane Gabriel**, Eerste Verweerder, en **Ngubane Mirriam**, Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die Verweerders se reg op huurpag in die volgende eiendom op 6 Oktober 1993 om 10:00, verkoop word deur die Balju te kantore van die Balju, Johria Hof, Du Plessisweg 4, Florentia, Alberton, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 60, Moleleki-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 200 vierkante meter (geleë te No. 60, Moleleki, Katlehong).

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

Datum: 3 September 1993.

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

Saak 8132/91

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Taho Mncedi Raymond**, Eerste Verweerder, en **Taho Lumka Mary-Ann**, Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die Verweerders se reg op huurpag in die volgende eiendom op 6 Oktober 1993 om 10:00, verkoop word deur die Balju te kantore van die Balju, Johria Hof, Du Plessisweg 4, Florentia, Alberton, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 936, Likole-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 205 vierkante meter (geleë te No. 936, Likole, Katlehong).

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

Datum: 3 September 1993.

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

Saak 14944/93

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Mathelo Raymond Thabizolo**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die Verweerder se reg op huurpag in die volgende eiendom op 8 Oktober 1993 om 10:00, verkoop word deur die Balju te Landdroskantoor, Begemanstraat, Heidelberg, Transvaal, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 151, Magagula Heights-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 252 vierkante meter (geleë te Erf 151, Magagula Heights, Katlehong).

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

Datum: 3 September 1993.

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

Saak 14167/93

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Portion 9 of Erf 65 Corlett Gardens Share Block Company (Proprietary) Limited**, Eerste Verweerder, **Garzancich Mark**, Tweede Verweerder, **Garzancich Wayne**, Derde Verweerder, en **Garzancich Dean**, Vierde Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 7 Oktober 1993 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Gedeelte 9 van Erf 65, Corlett Gardens-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 392 vierkante meter (ook bekend as Gedeelte 9 van Erf 65, Corlett Gardens-uitbreiding 1).

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

Datum: 6 September 1993.

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

Saak 6920/93

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **C. L. Property Investments BK**, Eerste Verweerder, en **Louw Daniel Hendrik**, Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 7 Oktober 1993 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

1. Erf 393, Forest Hill-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 495 vierkante meter; en

2. Erf 394, Forest Hill-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 495 vierkante meter (ook bekend as Napierstraat 55 en 57, Forest Hill).

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

Datum: 6 September 1993.

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

Saak 14168/93

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Portion 8 Erf 65, Corlett Gardens Share Block Company (Proprietary) Limited**, Eerste Verweerder, **Garzancich Mark**, Tweede Verweerder, **Garzancich Wayne**, Derde Verweerder, en **Garzancich Dean**, Vierde Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 7 Oktober 1993 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Gedeelte 8 van Erf 65, Corlett Gardens-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 385 vierkante meter (ook bekend as Gedeelte 8 van Erf 65, Corlett Gardens-uitbreiding 1).

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

Datum: 6 September 1993.

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

Saak 12652/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Mohapi Annastacia**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die Verweerder se reg op huurpag in die volgende eiendom op 7 Oktober 1993 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 584, Protea Glen-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 338 vierkante meter (geleë te Huis 584, Protea Glen, Soweto).

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

Datum: 6 September 1993.

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

Saak 10121/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Sikosana Johannes**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die Verweerder se reg op huurpag in die volgende eiendom op 8 Oktober 1993 om 11:15, verkoop word deur die Balju te Leeuwpootstraat 182, Boksburg, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 73, Vosloorus-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 450 vierkante meter (geleë te Thandastraat 73, Vosloorus-uitbreiding 2).

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

Datum: 3 September 1993.

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

Saak 12592/92
PH 9

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Bankorp Beperk**, Eiser, en **Mendelsohn, Harold**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogenoemde Agbare Hof, 'n lasbrief ter eksekusie gedateer 7 September 1992, word die volgende eiendomme in eksekusie verkoop op 7 Oktober 1993 om 10:00, by die kantoor van die Balju vir die Hooggeregshof, Marshallstraat 131, Johannesburg, aan die hoogste bieder:

Sekere Eenheid 65, in die skema bekend as Headingley, asook 'n onverdeelde aandeel in die gemeenskaplike eiendom geleë te Fairway-dorpsgebied, Plaaslike Owerheid van Johannesburg, Transvaal, groot 349 (driehonderd nege-en-veertig) vierkante meter, bekend as Eenheid 65, Headingley, Jacobsaan 411, Illovo, bestaande uit drie slaapkamers, drie badkamers, drie toilette, sitkamer, eetkamer, kombuis, studeerkamer en drie balkonne. Gemeenskaplike swembad en teer oprit.

Niks in die verband word gewaarborg nie.

Die volledige voorwaardes van verkoping wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantore van die Balju vir die Hooggeregshof, Marshallstraat 131, Johannesburg.

Gedateer te Johannesburg op die 7de dag van September 1993.

Knobel & Meyburgh, Eiser se Prokureurs, Tweede Verdieping, Protea Assurance House, hoek van Bakerstraat en Sturdeelaan, Rosebank, Johannesburg; Posbus 2555, Parklands, 2121. (Tel. 880-8074/5.) (Verw. I359/K1317/EK.)

Saak 17587/92
PH 9

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Bankorp Beperk**, Eiser, en **Painter, Ethel Valerie**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogenoemde Agbare Hof, 'n lasbrief ter eksekusie gedateer 31 Julie 1992, word die volgende eiendomme in eksekusie verkoop op 7 Oktober 1993 om 10:00, by die kantoor van die Balju vir die Hooggeregshof, Marshallstraat 131, Johannesburg, aan die hoogste bieder:

Sekere Eenheid 7, in die skema bekend as Walton Heath, asook 'n onverdeelde aandeel in die gemeenskaplike eiendom geleë te Fairway-dorpsgebied, Plaaslike Owerheid van Johannesburg, Transvaal, groot 169 (eenhonderd nege-en-sestig) vierkante meter, bekend as Eenheid 7, Walton Heath, Jacobslaan, Illovo, bestaande uit twee slaapkamers, twee badkamers, toilet, sitkamer, eetkamer, kombuis en balkon. Gemeenskaplike swembad, motorhuis, bediendekamer en bediendetoilet. Gebou omhein. Sement oprit.

Niks in die verband word gewaarborg nie.

Die volledige voorwaardes van verkoping wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantore van die Balju vir die Hooggeregshof, Marshallstraat 131, Johannesburg.

Gedateer te Johannesburg op die 7de dag van September 1993.

Knobel & Meyburgh, Eiser se Prokureurs, Tweede Verdieping, Protea Assurance House, hoek van Bakerstraat en Sturdeelaan, Rosebank, Johannesburg; Posbus 2555, Parklands, 2121. (Tel. 880-8074/5.) (Verw. I374/K1345/EK.)

Saak 75256/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Regspersoon van Kingswood 188/88**, Eiser, en **Jacobus Andries Oelofse**, Verweerder

Ingevolge 'n vonnis van bovermelde Hof en lasbrief vir eksekusie gedateer 14 Mei 1993, sal die ondergenoemde eiendom verkoop word aan die hoogste bieder, op Woensdag, 6 Oktober 1993 om 10:00, te Strubenstraat 142, Pretoria:

Deel 52 (woonstel) soos getoon en volledig beskryf op Deelplan 188/88 in die gebou of geboue bekend as Kingswood, groot 73 vierkante meter, asook 'n onverdeelde aandeel in die gemeenskaplike eiendom, soos meer volledig beskryf op die voormelde deelplan, toegeken aan die deel, kragtens die deelnemingskwota van die deel.

Gehou deur die Verweerder, kragtens Sertifikaat van Geregistreerde Deeltitel ST57594/92 (52), beter bekend as Kingswood 67, Westlakelaan 131, Weavind Park, Pretoria.

Die volgende verbeterings is aangebring op die eiendom, alhoewel niks gewaarborg is daaromtrent nie: Die woonstel bestaan uit een en 'n half slaapkamer, badkamer, toilet, kombuis en sit-/eetkamer.

Die verkoopvoorwaardes sal onmiddellik voor die aanvang van die verkoping uitgelees word en lê vir inspeksie by die kantore van die Balju, Pretoria-Oos.

Geteken te Pretoria op hierdie 10de dag van Augustus 1993.

P. T. Van der Hoven, Sesde Verdieping, Sanlamsentrum 611, Andriesstraat, Pretoria.

Case 8962/92
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 **Nel, Cornelius Johannes**, First Execution Debtor, and **Nel, Martha Magdalena**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Pollock Street, Randfontein, on 8 October 1993 at 14:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Magistrate's Court, Randfontein, Pollock Street, Randfontein, prior to the sale:

Certain Erf 75, situated in the Township of Middelville, Registration Division IQ, Transvaal, being 75 Main Road, Middelville Agricultural Holdings, Randfontein, measuring 1,6175 (one comma six one seven five) hectares.

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

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

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

Dated at Johannesburg this 6th day of September 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.)

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

In die saak tussen **Standard Bank van SA Beperk**, Eiser, en **Elliott Joseph Sibanyoni**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te kantore van die Balju, Wonderboom, op 1 Oktober 1993 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer by die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, voor die verkoping ter insae sal lê te die Balju, Wonderboom se kantore:

Sekere: Erf 430, Blok M, Soshanguve (430 Blok M, Soshanguve) groot 630 vierkante meter.

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

Verbeteringe: (geen waarborg word in verband hiermee gegee nie) Woonhuis, sitkamer, kombuis, twee slaapkamers, badkamer, matte en teëls in die huis, huis is omhein. Die erf is as woongebied verklaar.

Terme: 10% (tien persent) van die koopprys in kontant betaal onmiddellik na afloop 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 verkoping, sal as volg bereken word. 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000 (sesduisend rand). Minimum heffing R100 (eenhonderd rand).

Gedateer te Pretoria hierdie 17de dag van Augustus 1993.

B. Bekker, vir Haasbroek en Boezaart Ing., Eiser se Prokureurs, Momentumsentrum 201, Wes-Toring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 322-4401.) (Verw. B. Bekker/J7/92/mev. Lee.)

Case 808/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Nasser Ahmed Gani**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Westonaria, District of Westonaria, and writ of execution the property listed hereunder which was attached on 16 July 1993, will be sold in execution, on Friday, 8 October 1993 at 10:00, in front of the Court-house, President Steyn Street entrance, Westonaria Magistrate's Court, Westonaria, to the highest bidder:

Erf 3575, Lenasia South Extension 7 Township, Registration Division IQ, Transvaal, in extent 623 (six hundred and twenty-three) square metres, situated at 3275, Lenasia South, Extension 7, Westonaria.

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

Residence: single storey dwelling, detached.

Walls: Brick, plaster and paint.

Roof: Tile, 17½ pitch with underlay.

Floors: Carpets and ceramic tiles.

Rooms: Lounge, dining-room, kitchen, three bedrooms, bathroom, two toilets and shower.

Boundary: Fenced and gates.

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

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

Janse van Rensburg & Strydom, c/o De Villiers & Co., First Floor, Rentmeester Building, 84 Edwards Avenue, Westonaria. (Tel. 753-2246.)

Case 17/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Khombolami Mishack Silaule**, First Defendant, and **Nomfusi Cynthia Silaule**, Second Defendant

On 6 October 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 257 AP Khumalo Township, Registration Division IR, Transvaal, measuring 273 (two hundred and seventy-three) square metres, also known as Erf 257 AP Khumalo, Kattlehong, 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 bedrooms, other than kitchen and bathroom with outbuildings of a similar construction comprising toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18.5% (eighteen point five per centum) 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 of the price of four hundred rand (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within fourteen days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Germiston on this 6th day of September 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MS0043/Miss Kent.)

Case 5370/89

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Nonuanga Caroline Twala**, Defendant

On 6 October 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 9133, Tokoza Township, Registration Division IR, Transvaal, measuring 405 (four hundred and five) square metres, also known as Erf 9133, 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 five rooms other than kitchen and bathroom.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21.75% (twenty-one point seven five per centum) 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 of the price of four hundred rand (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within fourteen days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Germiston on this 3rd day of September 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MT0310/Miss Kent.)

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Shukoana Elfaz Vilakazi**, First Defendant, and **Nozizwe Sylvia Vilakazi**, Second Defendant

On 6 October 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 237, Twala Township, Registration Division IR, Transvaal, measuring 316 (three hundred and sixteen) square metres, also known as Erf 237, Twala, Katlehong, Germiston, District of Alberton. Hereinafter called the property.

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising six rooms other than kitchen and bathroom with outbuildings of a similar construction comprising garage, servants' quarters and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 17% (seventeen 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 four hundred rand (R400) (whichever is the greater), immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Germiston on the 3rd day of September 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MV0012/Miss Kent.)

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Tshipane David Moganedi**, First Defendant, and **Mamakgalake Miriam Mogamedi**, Second Defendant

On 6 October 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 9994, Tokoza Extension 5 Township, Registration Division IR, Transvaal, measuring 299 (two hundred and ninety-nine) square metres, also known as Lot 9994, 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 four rooms other than kitchen and two bathrooms.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 19,5% (nineteen comma 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 four hundred rand (R400) (whichever is the greater), immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Germiston on the 6th day of September 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0165/Miss Kent.)

Case 4269/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nkuka David Mosime**, First Defendant, and **Rebecca Mosime**, Second Defendant

On 6 October 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 817, Likole Township, Registration Division IR, Transvaal, measuring 200 (two hundred) square metres, also known as Erf 817, Likole, Katlehong, Germiston, District of Alberton. Hereinafter called the property.

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof, comprising three rooms other than kitchen and bathroom.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16% (sixteen 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 four hundred rand (R400) (whichever is the greater), immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Germiston on the 6th day of September 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM9028/Miss Kent.)

Case 5960/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Boy Elias Mputi**, First Defendant, and **Oakie Theresia Mputi**, Second Defendant

On 6 October 1993 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Erf 5953, Moleleki Extension 2 Township, Registration Division IR, Transvaal, measuring 240 (two hundred and forty) square metres, also known as Erf 5953, Moleleki Extension 2, 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 thatched roof, comprising three rooms other than kitchen and one and a half bathrooms with outbuildings of a similar construction comprising servants' quarters and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 17,25% (seventeen 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 ten per centum (10%) of the price or four hundred rand (R400) (whichever is the greater), immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Germiston on the 3rd day of September 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. Miss Kent/MM9025.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Skhumbuzo James Ngobese**, Defendant

On 6 October 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 9439, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 9439, 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 and bathroom.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per 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 four hundred rand (R400) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to the 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 6th day of September 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MN0793/Miss Kent.)

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Nake Wilhelmina Ngubeni**, First Defendant, and **Thembi Maureen Ngubeni**, Second Defendant

On 6 October 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 1852, Tshongweni Township, Registration Division IR, Transvaal, measuring 276 (two hundred and seventy-six) square metres, also known as Erf 1852, Tshongweni, Kattlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Semi-detached single storey brick built residence under iron roof comprising four rooms other than kitchen with outbuildings of a similar construction comprising carport, servants' quarters and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21,75% (twenty one comma seven five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (R400) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Germiston on this 6th day of September 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MN0045/Miss Kent.)

Case 4118/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Abel Blackie Nkosana**, Defendant

On 6 October 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 2063, formerly Erf 699, Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 2063, formerly Erf 699, 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 tiled roof comprising two rooms other than kitchen and one and a half bathrooms with outbuildings of a similar construction comprising toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16% (sixteen 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 four hundred rand (R400) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Germiston on this 6th day of September 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MN0796/Miss Kent.)

Case 5912/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Fana Johannes Nkosi**, First Defendant, and **Sheila Dimakatseng Nkosi**, Second Defendant

On 6 October 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 24, Ramakonopi Township, Registration Division IR, Transvaal, measuring 294 (two hundred and ninety-four) square metres, also known as Erf 24, Ramakonopi West, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and bathroom.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (R400) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Germiston on this 6th day of September 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MN0099/Miss Kent.)

Case 4289/92

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Jobo Stephen Mohale**, First Defendant, and **Phahamiso Mary Mohale**, Second Defendant, and **Matthews Seforo Mose**, Third Defendant

On 6 October 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 255, Tsolo Township, Registration Division IR, Transvaal, measuring 281 (two hundred and eighty-one) square metres, also known as Erf 255 Tsolo, 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 five rooms other than kitchen and two bathrooms with outbuildings of a similar construction comprising toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21% (twenty-one per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (whichever is the greater), immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Germiston on this the 6th day of September 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0186/Miss Kent.)

Case 9677/88

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Njengabantu Simon Kubeka**, First Defendant, and **Silungile Constance Kubeka**, Second Defendant

On 6 October 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 823, Mavimbela Township, Registration Division IR, Transvaal, measuring 261 (two hundred and sixty-one) square metres, also known as Erf 823, 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, servants' quarters and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21% (twenty-one per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (whichever is the greater), immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Germiston on this the 3rd day of September 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MK0250/Miss Kent.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **M. S. Lubbe Building and Electrical Contractors CC**,
Defendant

On 6 October 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 9048, Tshongweni Township, Registration Division IR, Transvaal, measuring 1 613 (one thousand six hundred and thirteen) square metres, also known as Erf 9048, Tshongweni, 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 kitchen and two bathrooms with outbuildings of a similar construction comprising toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18,75% (eighteen comma seven five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (whichever is the greater), immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Germiston on this the 6th day of September 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. ML0019/Miss Kent.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mphilisi Lawrence Mahlobo N.O.**, Defendant

On 6 October 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 695, Monise Township, Registration Division IR, Transvaal, measuring 233 (two hundred and thirty-three) square metres, also known as Erf 695, Monise, Katlehong, Germiston, District of Alberton (hereinafter called the property):

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (whichever is the greater), immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Germiston on this the 6th day of September 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0348/Miss Kent.)

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Victor Fundukwazi Malanga**, First Defendant, and **Judith Zanele Malanga**, Second Defendant

On 6 October 1993 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Erf 3308, Moleleki Extension 1 Township, Registration Division IR, Transvaal, measuring 226 (two hundred and twenty-six) square metres, also known as Erf 3308, Moleleki 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 tiled roof comprising three rooms other than kitchen and bathroom.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 22% (twenty-two per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (whichever is the greater), immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Germiston on this the 3rd day of September 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0118/Miss Kent.)

Case 4053/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nkoapiri William Kodisang**, Second Defendant

On 6 October 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 2764 (formerly Erf 537), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 328 (three hundred and twenty-eight) square metres, also known as Erf 2764 (formerly Erf 537), 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 tiled roof comprising three rooms other than kitchen and 1,5 bathrooms.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (whichever is the greater), immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Germiston on this the 6th day of September 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MK0154/Miss Kent.)

Case 9013/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Solomon Enos Dibakoane**, First Defendant, and
Mamodiehi Mirriam Dibakoane, Second Defendant

On 6 October 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 253, Ndhrazi Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 253, Ndhrazi, Katlehong, Germiston, District of Alberton (hereinafter called the property):

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21,75% (twenty-one comma seven five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (whichever is the greater), immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Germiston on this the 3rd day of September 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MD1200/Miss Kent.)

Case 3867/92

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Joseph Hlopheho Rantlo**, First Defendant, and
Sarah Nthabiseng Rantlo, Second Defendant

On 6 October 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 780, Likole Township, Registration Division IR, Transvaal, measuring 235 (two hundred and thirty-five) square metres, also known as Erf 780, Likole, 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 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% (twenty-one per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (whichever is the greater), immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Germiston on this the 3rd day of September 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MR0008/Miss Kent.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maruping John Selepe**, Defendant

On 6 October 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 71, Moleleki Township, Registration Division IR, Transvaal, measuring 200 (two hundred) square metres, also known as Erf 71, Moleleki, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (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 four hundred rand (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Germiston on this the 6th day of September 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. Miss Kent/MS4510.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Zisolile Eunice Sikhakhane**, Defendant

On 6 October 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 2500 (formerly Erf 274), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 273 (two hundred and seventy-three) square metres, also known as Erf 2500 (formerly Erf 274), 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 two rooms other than kitchen and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per cent) per annum, at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or four hundred rand (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Germiston on this the 6th day of September 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. Miss Kent/MS4510.)

Case 9139/92

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

In the matter between **Allied Bank**, a division of ABSA Bank Limited (Reg. No. 86/04794/06), Plaintiff, and **Michael Stephen Clough**, First Defendant, and **Jacqueline Isobel Clough**, Second Defendant, and **Gregg Clough**, Third Defendant

In pursuance of a judgment in the Court for the Magistrate of Brakpan on 4 June 1993, and writ of execution, issued pursuant thereto, the property listed hereunder will be sold in execution on 15 October 1993 at 11:00, at the Sheriff's Office, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 609, Brakpan-Noord Extension 1, situated at 12 Wooten Street, in the Township of Brakpan-Noord Extension 1, District of Brakpan, measuring 1 000 (one thousand) square metres.

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

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

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

Dated at Boksburg on this the 6th day of September 1993.

Hammond Pole & Dixon, Attorneys for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) [Ref. Mrs Teixeira/AF6177 (AB777).]

Case 1645/92

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

In the matter between **Allied Bank**, a division of ABSA Bank Limited (Reg. No. 86/04794/06), Plaintiff, and **Clive Tudor Babb**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 15 May 1992, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 20 October 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 81, Rynfield, situated on 25 Ewing Street, in the Township of Rynfield, District of Benoni, measuring 1 745 (one thousand seven hundred and forty-five) square metres.

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

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

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

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

Hammond Pole & Dixon, Attorneys for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) [Ref. Mrs Teixeira/AF6028 (AB628).]

Case 3416/93

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

In the matter between **Allied Bank** a Division of ABSA Bank Limited (Reg. No. 86/04794/06), Plaintiff, and **Mohamed Ahmed Seedat**, First Defendant, and **Farida Seedat**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 27 April 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 20 October 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: Erf 1143, Actonville Extension 3, situate on 1143 Akhalwaya Street, in the Township of Actonville Extension 3, district of Benoni, measuring 263 (two hundred and sixty-three) square metres.

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

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

The conditions of sale:

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

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

Dated at Boksburg on this 7th day of September 1993.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) [Ref. Mrs Teixeira/AF6202 (AB802).]

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, 30 September 1993 at 10:00. **Nedcor Bank Limited**, Execution Creditor.

The hereinafter-mentioned properties/rights of Leasehold will be put up to 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 Magistrate's Court Act 1944.
2. The purchaser shall pay 10% (ten per cent) of the purchased price plus 4% (four per cent) Sheriff's commission on date of sale and the balance plus interest at Plaintiff's current lending rates of transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.
3. Full conditions of sale can be inspected at the Sheriff's office and will be read out prior to the sale.

Case 5791/92

Judgment Debtors: David Hlalele and Ntombiyakhe Euvone Hlalele.

Property: Right of Leasehold i.r.o. Erf 249, Tsenolong Township, Registration Division IR, Transvaal, situate at 249 Tsenolong Section, Tembisa.

Improvements: Dwelling-house consisting of lounge, toilet, kitchen, bathroom, three bedrooms and dining-room: Outbuildings consisting of single garage and two outside rooms (File Ref: L218/92.)

Case 7873/93

Judgment Debtors: Jean Elizabeth Law and David Nimmo Law.

Property: Holding 5 Terenure Agricultural Holdings, Registration Division IR, Transvaal, situate at Plot 5, Terenure Avenue, Kempton Park.

Improvements: Dwelling-house consisting of lounge, two toilets, carport, family-room/TV room and bar, nursery, large servant's quarters, two bathrooms, four bedrooms, kitchen, pool, granny flat, dining-room, two garages, study, driveway and tennis court. (File Reference: LN.3439.)

Case 1340/93

Judgment Debtors: Pierre Kobus Robertson and Marita Robertson.

Property: A Unit consisting of Section 7 as shown and more fully described on Sectional Plan SS356/90, in the scheme known as Sunray Park i.r.o. land and building or buildings situated at Erf 1098, Birch Acres Extension 3 Township, situate at 7 Sunray Park, Kapokvoël Street, Birch Acres.

Improvements: Flat consisting of lounge, two bedrooms, bathroom, toilet and kitchen. Outbuildings consisting of single garage and driveway. (File Ref: LN. 3523.)

Case 7283/92

Judgment Debtors: Montonto Benjamin Nonyane and Pampiri Annie Nonyane.

Property: Right of Leasehold i.r.o. Erf 140 Moedi Township, Registration Division IR, Transvaal, situate at 140 Moedi Section, Tembisa.

Improvements: Dwelling house consisting of lounge, toilet, kitchen, bathroom and three bedrooms. Outbuildings consisting of single garage. (File Ref: L276/92.)

Case 2557/93

Judgment Debtors: Ngoako Alfred Bogashu and Mosebudi Philepina Bogashu.

Property: Right of Leasehold i.r.o. Erf 90, Tlamatlama Township, Registration Division IR, Transvaal, situate at 90 Tlamatlama Section, Tembisa.

Improvements: Dwelling house consisting of toilet, two bedrooms, kitchen, and dining-room. Outbuildings consisting of single garage and two outside rooms. (File Ref: LN.3294.)

Case 2510/91

Judgment Debtor: Nomathemba C. Ngobese.

Property: Right of Leasehold i.r.o. Erf 704 Makulong Township, Registration Division IR, Transvaal, situate at 704 Makulong Section, Tembisa.

Improvements: Dwelling house consisting of lounge, two toilets, kitchen, bathroom, three bedrooms and dining-room. Outbuildings consisting of single garage. (File Ref: L120/91.)

L. J. v.d. Heever, for Schumann, v.d. Heever & Slabbert, Permanent Plaza, 12 Voortrekker Street, Kempton Park, P.O. Box 67, Kempton Park.

**Case 10357/92
PH 129**

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Mrs N. Peck**, Plaintiff, and **E. W. Rencken**, 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 at the office of the Sheriff of the Supreme Court for Pretoria, 142 Struben Street, Pretoria, at 10:00 on Wednesday, 6 October 1993, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, Messcor House, 30 Margareta Street, Pretoria prior to the sale:

Certain: Erf 1728, Lyttelton Manor Extension 3, Verwoerdburg, Registration Division JR, Transvaal.

Measuring: 2 196 square metres.

Held under Deed of Transfer T69919/1988.

Situate at: 33 Glover Avenue, Lyttelton Manor, Verwoerdburg.

Improvements: (not guaranteed) Single storey brick dwelling with IBR roof, lounge, dining-room, four bedrooms, two bathrooms, kitchen, garage, staff quarters, walled with wire-fencing and pre-cast walls.

Terms: 10% (ten per cent) of the purchase price and arrear rates and taxes in cash on the day of the sale, the balance and interest on the full purchase price calculated and capitalised monthly in advance from the date of sale to the date of registration of transfer at the rate of 16% (sixteen per cent) per annum, to be secured by a bank building society or other acceptable guarantee to be furnished within fourteen days from the date of sale. Auctioneers charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a maximum price of R20 000 and thereafter 3% (three per cent) subject to a maximum fee of R6 000 and a minimum of R100.

Dated at Pretoria on this the 2nd day of September 1993.

Dykes Daly, Plaintiff's Attorneys, 150 Soutpansberg Road, Riviera, Pretoria. [Tel. (012) 329-5102.] (Ref. Mr E. Peyper/CJK/P102.)

Saak 7156/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **United Bank 'n divisie van ABSA Bank Beperk**, Vonnisskuldeiser, en **Philadelphia Investments (Pty) Ltd**, Vonnisskuldenaar

Ingevolge 'n vonnis en lasbrief uitgereik in bogemelde hof, sal onderstaande eiendom in eksekusie verkoop op 8 Oktober 1993 om 11:00, ten kantore van die Balju van Brakpan, Prince Georgelaan 439, Brakpan.

Erf: 2600, Brakpan.

Ligging: Boundaryweg 66, Brakpan.

Grootte: 991 m².

Verbeteringe: Grondverdieping: Drie winkels, met toilet, vier stoorkamers, vyf motorhuise. *Eersteverdieping:* Drie woonstelle elk bestaande uit die volgende: Sitkamer gekombineerd met eetkamer, drie slaapkamers, badkamer met toilet, kombuis en balkon.

Voorwaardes van verkoping:

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

Frank le Roux, Geyser & De Kock, Glenleyhuis, Kingswaylaan 116, Brakpan. (Tel. 744-4620.)

Saak 2767/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Bankorp Beperk**, handeldrywend as Trust Bank, Eiser, en **F. H. van Heerden**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 21 April 1993, sal die volgende onroerende eiendom, wat uitwinbaar verklaar is, in eksekusie verkoop word op 16 Oktober 1993 om 10:00, op die perseel, deur die Balju van die Landdroshof, Vereeniging:

Sekere: Hoewe 284, Apple Orchards, Vereeniging.

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 verbandhouders 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 die verkoping of deur middel van 'n erkende bank- of bouvereniging waarborg 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 14 dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bouverenigingwaarborg gelewer te word binne 14 dae na die dag van die verkoping en welke waarborg vry van kommissie aan die Balju van die Landdroshof, 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, 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 Augustus 1993.

M. P. Coetzer, vir De Klerk, Vermaak & Vennote, Overvaalgebou, Krugerlaan, Vereeniging, 1930.

Saak 32637/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk**, Eiser, en **Winfried Ernst Rencken**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 11 Mei 1992 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Suid, op 6 Oktober 1993 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Strubenstraat 142, Pretoria, aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as Gloverlaan 33, Lyttelton Manor, en word omskryf as Erf 1728, geleë in die dorpsgebied Lyttelton Manor-uitbreiding 3, Registrasieafdeling JR, Transvaal, groot 2 196 vierkante meter, gehou kragtens Akte van Transport T69919/88.

Die eiendom bestaan na bewering, maar sonder waarborg, uit 'n woning van steen onder 'n plat IBR dak, sitkamer, eetkamer, vier skaapkamers, twee badkamers, kombuis, motorhuis en bediendekamer en is omhein met diamantgaasdraad en betonmure.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, balju fooi en agterstallige belasting betaald op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 30 dae na datum van die verkoping verstrek te word.

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

Geteken te Pretoria hierdie 7de dag van September 1993.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. Delport/rm.)

Case 6136/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mohamed Hanif Noormohamed**, 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, 203 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on 21 October 1993 at 10:00, to the highest bidder:

Certain: Erf 2589, in the Township of Laudium Extension 3, Registration Division JR, Transvaal, measuring 847 square metres, situated at 593 Bengal Street, Laudium Extension 3.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed there under and of the regulations of the Title Deeds Act where applicable.

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

Description of property: Lounge, dining-room, kitchen, three bedrooms, two bathrooms, three w.c.'s, two showers, prayer room and scullery.

Outbuildings: Double garage, servant's room, two store-rooms and w.c. plus shower.

Other improvements: Driveway, paving, alarm system and concrete walls.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices, 203 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

Signed at Pretoria on this the 8th day of September 1993.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Kartoudées/MB/N883.)

Case 14750/93
PH 168IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Sellers, Bridget Ann**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit a sale, without reserve, will be held at the offices of Deputy Sheriff, 131 Marshall Street, Johannesburg, on 7 October 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the offices of Deputy Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Potion 1 of Erf 66, West Turffontein Township, Registration Division IR, Transvaal, measuring 196 square metres, held under Deed of Transfer T53468/92, situated at 72A Sworder Street, West Turffontein, Johannesburg.

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

Main building: Detached property, single storey, two bedrooms, lounge, entrance-hall, kitchen, bathroom with shower, face brick, brick and plaster. *Floors:* Wood, PVC and carpets. *Ceilings:* Rhinoboard. *Roof:* Pitched corrugated iron.

Outbuildings: There are no outbuildings:

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

5% (five per centum) of the proceeds of the sale up to a price of R10 000 (ten thousand rand) and thereafter 2½% (two and a half per centum) up to a maximum fee of R5 000 (five thousand rand). Minimum charges R30 (thirty rand).

Dated on this the 12th day of August 1993.

Lazzara-Leicher, Plaintiff's Attorneys, Second Floor, Balloon House, 39 Vorster Avenue, Glenanda, Johannesburg; P.O. Box 2165, Southdale, 2135. (Tel. 432-3834.) (Ref. Mr Lazzara/gg/F85.)

Saak 10393/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Transvaalse Provinsiale Afdeling)In die saak tussen **ABSA Bank Beperk**, Eiser, en **Jacobus Nicolaas Swart**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 25 Mei 1993 en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof, Middelburg, op Vrydag, 8 Oktober 1993 om 10:00 te die Landdroskantoor, President Krugerstraat, Middelburg, aan die hoogste bieder verkoop:

1. Gedeelte 11 van die plaas Vlaklaagte 45, Registrasieafdeling IS, Transvaal, gehou kragtens Akte van Transport T6477/87, groot 120,8495 hektaar.

2. Restant van Gedeelte 2 van die plaas Vlaklaagte 45, Registrasieafdeling IS, Transvaal, gehou kragtens Akte van Transport T6477/87, groot 104,067 hektaar.

3. Gedeelte 5 ('n gedeelte van Gedeelte 2) van die plaas Haasfontein 28, Registrasieafdeling IS, Transvaal, gehou kragtens Akte van Transport T627/80, groot 126,3385 hektaar.

4. Die restant van die plaas Haasfontein 28, Registrasieafdeling IS, Transvaal, gehou kragtens Akte van Transport T31268/73, groot 126,8452 hektaar.

Sover bekend, is daar geen verbeterings op bogemelde eiendom aangebring nie.

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

Gemelde eiendom sal verkoop word op die voorwaarde 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, Middelburg, Transvaal.

Geteken te Pretoria op hierdie 1ste dag van September 1993.

J. J. Hurter, vir Van Zyl Le Roux & Hurter Ing., Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. J. J. Hurter NG 47547.)

Saak 7518/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Transvaalse Provinsiale Afdeling)In die saak tussen **Standard Bank van SA Beperk** (62/00738/06), Eiser, en **Johannes Jacobus Swart**, ID 4910225077003, Verweerder

Ter uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom verkoop op 1 Oktober 1993 om 11:00 deur die Balju vir die Hooggeregshof, Wonderboom, gehou te die Balju se kantore, Gedeelte 83, De Onderstepoort (net noord van die Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria, aan die hoogste bieder:

Erf 329, in die dorp Sinoville, Registrasieafdeling JR, Transvaal, groot 1 035 vierkante meter, gehou kragtens Akte van Transport 34945/87.

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

Straatadres: Aldostraat 191, Sinoville, Pretoria.

Verbeterings: Vierslaapkamerwoning, sitkamer, eetkamer, familiekamer, kombuis, twee badkamers met storte, aparte toilet, buite waskamer, buite toilet, twee garages, sinkdak, steen- en voorafvervaardigde omheining, steen- en sementplaveisel asook 'n boorgat.

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.

Afslaskoste: Betaalbaar deur koper op die dag van verkoping.

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggereghof, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van die Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria, Transvaal.

Gedateer te Pretoria hierdie 30ste dag van Augustus 1993.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 325-3644.) (Verw. V. Rensburg/Z9084/93/BVDM.)

Case 27260/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Altoria, A.**, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) dated 1 December 1992, and writ of execution dated 18 May 1993, in an amount of thirty-four thousand nine hundred and twenty-six rand and five cents together with interest thereon at the rate of 27% (twenty-seven per cent) per annum as from 1 March 1991 to date of sale in execution being 7 October 1993, amounting to R24 595,89 or to date of final payment and costs in respect thereof, the property listed hereunder will be sold in execution on Thursday, 7 October 1993 at 10:00, at the Sheriff's offices of the Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

All right, title and interest in the property in respect of Erf 326, Suideroord Township, Registration Division IR, Transvaal, being 92 Seder Street, Suideroord, in extent 1 042 (one thousand four hundred and two) square metres.

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

The material conditions of sale are:

1. The sale will be held by public auction and will be sold voetstoots, with no warrantee whatsoever.
2. Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff for the Supreme Court's Office.
3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest etc.
4. The purchase price shall be paid as to 10% (ten per centum) thereof in cash or by bank-guaranteed cheque, and the unpaid balance to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.
5. The property shall be sold subject to any existing tenancy.

The full and amplified conditions of sale which will be read immediately prior to the sale may be inspected at the office of the Sheriff for the Supreme Court, Johannesburg.

Dated at Johannesburg on this the 7th day of September 1993.

G. Olitzki, for Gerald Olitzki & Associates, Judgment Creditor's Attorneys, Fifth Floor, 132 Fox Street, Johannesburg.
(Ref. G. Olitzki/Miss Schulze/sem.)

Case 14747/93
PH 168

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Mbekwa, Gwezani Samuel**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of Deputy Sheriff, 131 Marshall Street, Johannesburg on 7 October 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the offices of the Deputy Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 5756, Orlando East Township, Registration Division IQ, Transvaal, measuring 385, square metres, held under Deed of Transfer TL29990/88 situated at 5756 Orlando East, Orlando East.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Main building:* Three bedrooms, lounge, kitchen, bathroom, face brick and tiled roof. *Outbuildings:* Outbuildings consists of garage, servants' quarters, store-room, brick and plaster.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneers charges are payable on the day of sale, to be calculated as follows: 5% (five per centum) of the proceeds of the sale up to a price of R10 000 (ten thousand rand) and thereafter 2½% (two and a half per centum) up to a maximum fee of R5 000 (five thousand rand). Minimum charges R30 (thirty rand).

Date: 11 August 1993.

Lazzara-Leicher, Plaintiff's Attorneys, Second Floor, Balloon House, 39 Vorster Avenue, Glenanda, Johannesburg; P.O. Box 2165, Southdale, 2135. (Tel. 432-3834.) (Ref. Mr Lazzara/gg/F88.)

**Case 10703/93
PH 376**

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

**In the matter between N.B.S. Bank Limited, Plaintiff, and Kotzen, Sarah Alison, First Defendant, and
Kotzen, Gavin Rowan, Second Defendant**

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the property listed hereunder will be sold in execution on Thursday, 7 October 1993 at 10:00, at 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 17, Glenkay Township, Registration Division IR, Transvaal, measuring 1 488 square metres, held by Deed of Transfer T59726/92.

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

Main building: Single storey, brick and painted plaster walling, lounge, dining-room, study, kitchen, scullery, four bedrooms, two bathrooms, two showers, three w.c.'s, entrance-hall, family room, dressing-room, laundry and guest cloak room.

Outbuildings: Two garages, two car-ports, two servants' quarters, store-room, w.c. plus bath and laundry.

Additional features: Swimming-pool, sauna, brick driveway and terraces and burglar alarm system.

The material terms of the sale are:

1. The sale will be held by public auction and without reserve and will be voetstoots.
2. Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Supreme Court's Offices, Johannesburg.
3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax.
4. The purchase price shall be paid as to a deposit of 10% (ten per cent) thereof, together with auction charges of the Sheriff of the Supreme Court and Value-Added Tax (if applicable), both immediately after the sale, in cash or bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at the rate of 17,25% (seventeen comma two five per cent) per annum subject to variation in terms of the rates charged by the Plaintiff from time to time from the date of sale to date of payment, on the preferent creditor's claims to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from date of sale.
5. The property shall be sold subject to any existing tenancy.
6. Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Plaintiff, the deposit referred to in 4 above, without prejudice to any claim against him for damages, alternatively to enforce the sale.

Signed at Sandton on this the 6th day of September 1993.

Hertzberg-Margolis (Sandton), Ninth Floor, Twin Towers West, Sandton City, 2199, P.O. Box 78470, Sandton, 2146, c/o Hertzberg-Margolis, Third Floor, 30 Ameshoff Street, Braamfontein. (Tel. 883-2710.) (Ref. W. Fullard.)

Case 8648/92

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

In the matter between First National Bank of SA Ltd, Plaintiff, and C J Financial Advisors CC, Defendant

Kindly take notice that in terms of a judgment obtained in the above-mentioned Court and a warrant of execution issued on 2 March 1993, the undermentioned property will be sold in execution on 7 October 1993 at 10:00, at the Sheriff's Offices, 603A Ollivetti House, corner of Schubart and Pretorius Streets, Pretoria, to the highest bidder, namely:

Site: Portion 78 (a portion of Portion 24), of the farm Schurveberg 488, Registration Division JQ, Transvaal, in extent 8,5653 (eight comma five six five three) hectare, held by Virtue of Deed of Transport T38587/92.

The property is sold voetstoots and no warranties of whatever nature are given in respect of the property or any improvements thereon.

The property is improved by the erection of a dwelling, consisting: House 1: Four bedrooms, two bathrooms, lounge, dining/TV-room, bar and kitchen. House 2: Three bedrooms, two bathrooms, lounge, dining/TV-room and kitchen.

The conditions of sale, which will be read out immediately before the sale by the Messenger of the Court, or his nominee, are available for inspection at the office of the Messenger of the Court.

Signed at Pretoria this 6th day of September 1993.

J. J. Smit, for Grobler Smit & Lowe, 359 Paul Kruger Street, Capital Park, Pretoria. (Ref. Mr Lowe/mb/BAL3677.)

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Roelof Stephanus Toerien**, Eiser, en **Johan Pieter Hendrik Olivier**, Verweerder

Geliewe kennis te neem dat 'n verkoping in eksekusie van die hierondervermelde eiendom gehou sal word op Dinsdag, 12 Oktober 1993 om 10:00, te die kantore van die Balju, Sentraal, Pretoria, Sinodalesentrum, Visagiestraat 234, Pretoria:

Die eiendom wat verkoop word is: Restant van Erf 385, geleë in die dorpsgebied Rietfontein, Registrasieafdeling JR, Transvaal (ook bekend as Beyerstraat 719, Rietfontein, Pretoria), groot 1 276 vierkante meter.

Ten tye van die opstel van hierdie kennisgewing, was die volgende verbeterings onder andere op die eiendom aangebring, maar in hierdie verband word niks gewaarborg nie: 'n Drieslaapkamerwoonhuis met sitkamer, eetkamer, kombuis, badkamer en motorhuis.

Die verkoopvoorwaardes wat op hierdie verkoping betrekking het, lê ter insae by die Balju, Pretoria-Sentraal se kantore te Sinodalesentrum, Visagiestraat 234, Pretoria, en sal onmiddellik voor die verkoping gelees word.

Geteken te Pretoria, September 1993.

J. Y. Claasen, vir James Claasen, Prokureur vir die Eiser, Eerste Verdieping, Heatherlandsgebou, Paul Krugerstraat 922, Mayville, Pretoria. (Tel. 335-2191/2/3.) (Verw. mnr. Claasen/AN/T8/91.)

Case 35003/91
PH 399

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

In the matter between **Standard Bank of South Africa Limited**, Execution Creditor, and **Dawn Shaw**, Execution Debtor

In execution of a judgment in the Court of the Magistrate of Johannesburg, and a warrant of execution, the undermentioned immovable property of the Execution Debtor, will be sold in execution on Friday, 1 October 1993 at 10:00, in front of the Court-house, Fox Street-entrance, Johannesburg, Magistrate's Court, on the conditions to be read out by the auctioneer at the time of the sale, and which conditions will lie for inspection at the offices of the Sheriff of the Magistrate's Court for Johannesburg South at 100 Sheffield Street, Turffontein, prior to the sale:

Erf 740, Mondeor, situated at 158 Belvoir Place, Mondeor, Johannesburg, measuring 848 (eight hundred and forty-eight) square metres, held by Deed of Transfer T16333/1990.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Precast wall around the premises, w.c., two tiled bathrooms, three bedrooms with built-in cupboards, lounge, dining-room, TV-room, all fitted with wall to wall carpets, kitchen and laundry tiled, granny flat with w.c. and bathroom, swimming-pool, wendy-house, cellar, car-port for 3 (three) cars, entrance to premises with security gate and security gates in main entrance and kitchen door.

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 bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from date of sale. Auctioneer's charges, payable on the day of sale to be calculated as follows: 4% (four 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 10th day of September 1993.

Keith Whitaker, c/o Jose Nascimento, Execution Creditor's Attorney, Sixth Floor, Diamond Corner, 68 Eloff Street, Johannesburg, Docex 304, P.O. Box 2024, Johannesburg. (Tel. 622-8164.) (Ref. Mr Whitaker.)

Saak 2899/93

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

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk**, Eiser, en **Andrew Robert Thomas McCluskey**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Wonderboom, op 8 Oktober 1993 om 11:00 die ondervermelde eiendom in eksekusie verkoop te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as Koekemoerstraat 57, The Orchards-uitbreiding 11, en word omskryf as Erf 1761, geleë in die dorpsgebied The Orchards-uitbreiding 11, Registrasieafdeling JR, Transvaal, groot 967 vierkante meter, gehou kragtens Akte van Transport T6244/92.

Die eiendom bestaan na bewering, maar sonder waarborg, uit 'n teëldak woning, drie slaapkamers, sitkamer, eetkamer, TV-kamer, ingangsportaal, twee badkamers, twee toilette, kombuis, opwaskamer, twee motorhuise met toilet, plaveisel, omhein met baksteen en betonmure.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, balju fooie en agterstallige belasting betaald op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 30 dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Wonderboom.

Geteken te Pretoria hierdie 8ste dag van September 1993.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. Delpor/rm.)

Saak 5713/93

PH 477

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **P C 2000 BK**, Eiser, en **Fourie, Jacomina Elizabeth** (Identiteitsnommer 4609040041000), Verweerder

In terme van 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir uitwinning, gedateer 2 Julie 1993, sal die ondervermelde eiendom in eksekusie verkoop word op 28 Oktober 1993 om 10:00, by die kantore van die Balju, Germiston, te Vierde Verdieping, Standard Chambers, Germiston, aan die hoogste bieder en onderhewig aan die verkoopvoorwaardes neergelê te word:

Die eiendom wat verkoop sal word, is beskryf as Erf 50, Lambton, groot 2 023 vierkante meter, Registrasieafdeling IR, Transvaal, gehou kragtens Akte van Transport 8811/91, geleë te Derde Laan 37, Lambton, Germiston.

Terme: Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant na ondertekening van die voorwaardes van verkoop aan die Balju betaal en die balans is betaalbaar teen transport en moet verseker word deur 'n bank- of bougenootskapwaarborg goedgekeur deur prokureurs vir Eiser. Gemelde waarborg moet binne veertien (14) dae na datum van verkoping aan voormelde Balju gelewer word.

Die verkoopvoorwaardes voormeld, wat onmiddellik voor die verkoping gelees sal word, lê ter insae te die kantore van die Balju, Vierde Verdieping, Standard Chambers, Germiston.

Geteken te Johannesburg op hede die 7de dag van September 1993.

Von Reiche, p.a. James Mayhew, Prokureur vir Eiser, Foxstraat 132, Tweede Verdieping, Johannesburg, 2000. (Tel. 331-2161/2.) (Verw. J. Mayhew/KV0005.)

Case 5713/93

PH 477

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **P C 2000 CC**, Plaintiff, and **Fourie, Jacomina Elizabeth** (Identity Number 4609040041000),
Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in this suit, a sale with a reserve will be held at the office of Sheriff, Germiston, at Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 28 October 1993 at 10:00, of the undermentioned property of the Defendant and 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 50, Lambton, in extent 2 023 (two thousand and twenty-three) square metres, Registration Division IR, Transvaal, held under Title Deed T8811/91, situated at 37 Third Avenue, Lambton, Germiston.

Terms: The purchaser must pay a deposit of 10% (ten per cent) of the purchase price in cash to the Sheriff after the undersigning of the condition of sale and this is payable for Transport and must be guaranteed by a bank or a guaranteed building society by the Plaintiff's attorney.

The above-mentioned guarantee must be delivered to the Sheriff within fourteen (14) days to date of sale.

The sale conditions, which must be read immediately before the purchase, lays for inspection at the offices of the Sheriff being, Fourth Floor, Standard Chambers, Germiston.

Dated at Johannesburg on this the 7th day of September 1993.

Von Reiche, c/o James Mayhew, Plaintiff's Attorney, 132 Fox Street, Second Floor, Johannesburg, 2001. (Tel. 331-2161/2.) (Ref. J. Mayhew/KV0005.)

Case 13728/93

PH 376

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **N.B.S. Bank Limited**, Plaintiff, and **27 Homestead Road Bramley CC**, First Defendant, and **Rosen, Joseph**, Second Defendant

In pursuance of a judgment in the above Honourable Court, and a warrant of execution, the property listed hereunder will be sold in execution on Thursday, 7 October 1993 at 10:00, at 131 Marshall Street, Johannesburg, to the highest bidder:

Portion 1 of Erf 182, Bramley, Registration Division IR, Transvaal, measuring 1 487 square metres, held by Deed of Transfer T95783/92.

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

Main building: Single storey, brick and painted plaster walling, coronation tiled roof, lounge, dining-room, kitchen, scullery, three bedrooms, two bathrooms, two showers, two w.c.'s, entrance-hall and family room.

Outbuildings: Two garages, two servants' quarters, w.c. plus shower and laundry.

Additional features: Automatic motor gates and burglar alarm system, brick paving to driveway, courtyard and terraces and tiled patio.

The material terms of the sale are:

1. The sale will be held by public auction and without reserve and will be voetstoots.
2. Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Supreme Court's Offices, Johannesburg.
3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax.
4. The purchase price shall be paid as to a deposit of 10% (ten per cent) thereof, together with the auction charges of the Sheriff of the Supreme Court and Value-Added Tax (if applicable), both immediately after the sale, in cash or bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at the rate of 17,25% (seventeen point two five per cent) per annum subject to variation in terms of the rates charged by the Plaintiff from time to time from the date of sale to date of payment, on the preferent Creditor's claims to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from date of sale.
5. The property shall be sold subject to any existing tenancy.
6. Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Plaintiff, the deposit referred to in four above, without prejudice to any claim against him for damages, alternatively to enforce the sale.

Signed at Sandton on this the 6th day of September 1993.

Hertzberg-Margolis (Sandton), Ninth Floor, Twin Towers West, Sandton City, 2199; P.O. Box 784740, Sandton, 2146.
c/o Hertzberg-Margolis, Third Floor, 30 Ameshoff Street, Braamfontein. (Tel. 883-2710.) (Ref. W. Fullard.)

Case 47466/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Jan Philippus Albertus Stassen**, First Defendant, and **Magrieta Stassen**, 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 6 October 1993 at 10:00, to the highest bidder:

Certain Erf 1780, in the Township of Rooihuiskraal Extension 18, Verwoerdburg, Registration Division JR, Transvaal, measuring 1 000 square metres, situated at 16 Printia Avenue, Rooihuiskraal Extension 18, 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 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, kitchen, three bedrooms, one and a half bathrooms, w.c., shower, dressing-room and laundry.

Outbuildings: Single carport, servant's room and w.c.

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, Messcor House, 30 Margaretha Street, Riversdale, Pretoria.

Signed at Pretoria on this the 8th day of September 1993.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Kartoudees/MB/N1004.)

Saak 441/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **C Nicolau & A Theodossi**, handeldrywende as C & A Building, Eiser, en **P. M. F. Strydom**, Verweerder

Ingevolge uitspraak van die Hof en lasbrief gedateer 23 Junie 1993, sal die ondergemelde eiendom per publieke veiling verkoop word in eksekusie aan die hoogste bieder voor die Landdroskantoor, Zeerust, op 1 Oktober 1993 om 10:00, naamlik:

Gedeelte 1, van Erf 1235, geleë in die dorp Zeerust, Registrasieafdeling JP, Transvaal, groot 1 500 vierkante meter, ook bekend as Jan Rossouwlaan 16A.

Gedateer te Zeerust op hede die 6de dag van September 1993.

M. M. Breytenbach, Prokureur vir Eisers, Kerkstraat 44, Privaatsak X6304, Zeerust.

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, the 7th day of October 1993 at 10 a.m. Nedcor Bank Limited. Execution Creditor. The hereinafter-mentioned properties/rights of Leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.

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

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

Case No: 10842/93.Judgment Debtor: **Nkele Clansina Themba.***Property:* Right of Leasehold i.r.o. Erf 15 Jiyana Township, Registration Division I.R. Transvaal, situate at 15 Jiyana Section, Tembisa.*Improvements:* Dwelling house consisting of toilet, kitchen, two bedrooms and dining-room. Outbuildings consisting of two outside rooms: *File Ref:* LN.3458.**Case No: 7403/93.**Judgment Debtor: **Nkanyezi Construction CC.***Property:* Right of Leasehold i.r.o.: Erf 432, Emoyeni, Registration Division I.R. Transvaal, situate at 432 Emoyeni Section, Tembisa: Erf 433 Emoyeni, Registration Division I.R. Transvaal, situate at 433 Emoyeni Section, Tembisa: Erf 434 Emoyeni, Registration Division I.R. Transvaal, situate at 434 Emoyeni Section, Tembisa: Erf 435 Emoyeni, Registration Division I.R. Transvaal, situate at 435 Emoyeni Section, Tembisa: Erf 436 Emoyeni, Registration Division I.R. Transvaal, situate at 436 Emoyeni Section, Tembisa: Erf 437 Emoyeni, Registration Division I.R. Transvaal, situate at 437 Emoyeni Section, Tembisa: Erf 438 Emoyeni, Registration Division I.R. Transvaal, situate at 438 Emoyeni Section, Tembisa: Erf 441 Emoyeni, Registration Division I.R. Transvaal, situate at 441 Emoyeni Section, Tembisa: *Improvements:* Open Stands. *File Ref:* LN.3429.**Case No: 12324/93.**Judgment Debtors: **Benkizwe Joseph Kumalo, and Kedilepile Salome Khumalo.***Property:* Right of Leasehold i.r.o.: Erf 924 Umthambeka Township, Registration Division I.R. Transvaal, situate at 924 Umthambeka Section, Tembisa: *Improvements:* Dwelling house consisting of dining-room, toilet, kitchen and two bedrooms. Outbuildings consisting of two outside rooms and single garage. *File Ref:* L206/90.

L. J. van den Heever, for Schumann, Van den Heever & Slabbert, Permanent Plaza, Voortrekker Street, Kempton Park; P.O. Box 67, Kempton Park, 1620.

Saak 2180/92**IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM**In die saak tussen **Saambou Bank Bepersk**, Eiser, en **J. P. G. Engineering**, Verweerder

Ingevolge 'n vonnis in bogemelde saak in die Landdroshof, Potchefstroom, en 'n lasbrief vir eksekusie, gedateer 19 Julie 1993, sal die ondergemelde eiendom, per geregtelike veiling, verkoop word te Gedeelte 997 ('n gedeelte van Gedeelte 667), van die plaas Vyfhoek 428, Potchefstroom, op Vrydag, 1 Oktober 1993 om 10:00:

Gedeelte 997 ('n gedeelte van Gedeelte 667), van die plaas Vyfhoek 428, Potchefstroom, Registrasieafdeling IQ, Transvaal, groot 6 739 (ses sewe drie nege) vierkante meter, gehou kragtens Akte van Transport T8867/1987.

Bestaande uit: 'n Leë hoewe met geen verbeterings op nie. Daar is 'n boorgat sowel as 'n pomp.*Die belangrikste voorwaarde vir verkoop is:*

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

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

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

Aldus gedoen en geteken te Potchefstroom op hierdie 7de dag van September 1993.

J. B. Kok, vir Theron Jordaan & Smit, Octrongebou, Lombardstraat 62, Potchefstroom, 2520. (Verw. mnr. Kok/ZVB/13405-52982.)

Case 1402/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WONDERBOOM HELD AT PRETORIA NORTH**In the matter between **NBS Bank Limited**, Plaintiff, and **Garry Ian Bonehill**, Defendant

A sale in execution will be held on 8 October 1993 at 11:00, at Wonderboom, Portion 83, De Onderstepoort, Bon Accord, of Plot 70, situated in the Township of Onderstepoort Agricultural Holdings Extension 1, Registration Division JR, Transvaal, measuring 4,2787 hectares, known as Plot 70, Onderstepoort AH Extension 1.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey, brick walls, corrugated iron roof, lounge, dining-room, kitchen, pantry, TV-room, four bedrooms, two bathrooms two w.c.'s, borehole and fenced.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Stolp/RH/M.9461.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **R. Erasmus**, Defendant

Pursuant to a judgment of the above-mentioned Honourable Court, the herein undermentioned property will be sold in execution on Wednesday, 6 October 1993 at 10:00, at the office of the Sheriff, Pretoria South, to the highest bidder subject to the conditions set out hereunder as well as such conditions as will be read out at the auction by the Sheriff:

Certain Erf 1642, Heuweloord Extension 3, Registration Division JR, Transvaal, extent 1 015 square metres, held under Deed of Transfer T82004/88.

The property is situated at 40 Mingerhout Avenue, Heuweloord Extension 3, Verwoerdburg.

Conditions of sale:

10% (ten per centum) of the purchase price of the property together with the Sheriff's commission, is to be paid immediately after the auction. The balance of the purchase price is payable upon transfer and is to be guaranteed by a bank or building society, which guarantee is to be furnished by the purchaser within 30 (thirty) days after the sale.

The conditions of sale are available for inspection at the office of the Sheriff, Pretoria South, 30 Margaretha Street, Riverdale, Pretoria.

Signed at Pretoria on this the 9th day of September 1993.

M. W. Nixon, for Nixon & Collins, Third Floor, Perm Building, 171 Van der Walt Street, Pretoria, 0002. (Tel. 323-8633.)
(Ref. Nixon/GW/G3112.)

Saak 2873/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **V. P. Sikosana**, 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 8 Oktober 1993 om 10:00, per publieke veiling deur die Balju, Witbank, te Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 3230, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van kwaGuqa gehou kragtens Grondbrief TL64577/91, grootte 375 (drie sewe vyf) 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 wesenlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by Balju ter insae.

Gedateer te Witbank op hierdie 2de dag van September 1993.

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

Saak 2185/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **M. S. Ntuli**, 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 8 Oktober 1993 om 10:00, per publieke veiling deur die Balju, Witbank, te Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 1685, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van kwaGuqa gehou kragtens Grondbrief T1319/93, grootte 200 (twee honderd) vierkante meter.

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

Die wesenlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% (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 1ste dag van September 1993.

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

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

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Shih-Ming Chang**, First Defendant, and **Su-Chen Chang**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 6 October 1993 at 10:00, at 142 Struben Street, Pretoria:

Section 1, as shown and more fully described on Sectional Plan SS65/91 in the building or buildings known as Erf 2990, Faerie Glen Extension 8, situate at Faerie Glen Extension 8 Township, in the area of the City Council of Pretoria Local Authority of which the floor area according to the said Sectional Plan is 180 square metres in extent; and

an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, a portion to the said section in accordance with the participation quote of the said section.

Held by the First and Second Defendants under Certificate of Registered Sectional Title ST65/91 (1) (UNIT).

Situate at Unit 1 Stand 2990, 756 Lochiel Street, Extension 8, Faerie Glen.

The following information is furnished, though in this respect nothing is guaranteed: Duet dwelling consisting of three bedrooms, two bathrooms, two toilets, shower, entrance-hall, lounge, dining-room, family-room and kitchen. Two garages and swimming-pool.

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, Pretoria East.

D. J. Fourie, for MacRobert de Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R375407/as.)

Saak 9731/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **ABSA Bank Beperk, h/a Trust Bank**, Eiser, en **Roy A. Woolley**, Verweerder

Ingevolge 'n vonnis en lasbrief vir eksekusie gedateer 20 Januarie 1993, sal die ondergenoemde eiendom in eksekusie verkoop word sonder reserve aan die hoogste bieder deur Libra Afslaaers, te die perseel van 9 Blesbokstraat, Edelweiss, Springs, op 7 Oktober 1993 om 10:00:

Beskrywing van eiendom: Hoewe: Erf 4, Edelweiss-dorpsgebied, Registrasieafdeling IR, Transvaal.

Groot: 995 (negehoonderd vyf-en-negentig) vierkante meter.

Soos gehou: Kragtens Transportakte T14828/1980, geleë te Blesbokstraat 9, Edelweiss, Springs.

Verbeteringe: Geen waarborg egter ten opsigte hiervan gegee nie. 'n Baksteen gebou met 'n teëldak, sitkamer, eetkamer, drie slaapkamers, twee badkamers, kombuis, motorhuis, swembad, buitekamer.

Voorwaardes van verkoping:

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

2. Die koper sal verantwoordelik wees vir betaling aan die Eiser van rente teen 20,5% (twintig komma vyf persent) per jaar op die vonnisskuld vanaf 22 November 1992, tot datum van registrasie van transport.

3. Die koopprys sal as volg betaalbaar wees:

(a) 10% (tien persent) daarvan onmiddellik na ondertekening van die verkoopvoorwaardes, betaalbaar aan Balju Springs.

(b) die balans van die koopprys binne 21 (een en twintig) dae, in kontant, of verseker deur 'n bank- of bougenootskap-waarborg, sodanige betaling en/of waarborg moet verskaf word aan die Balju.

4. Die voorwaardes van verkoping wat uitgelees sal word deur Libra Afslaaers, onmiddellik voor die geregtelike verkoping, sal by sy kantore ter insae lê, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Gedateer te Springs op hede die 31ste dag van Augustus 1993.

C. I. Hutchinson, vir J. R. du Plessis & Burger, Prokureur vir Eiser, Eerste Verdieping, Alliedgebou, Vyfde Laan, Posbus 880, Springs. (Verw. Hutchinson/fn.)

Saak 6370/91

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **ABSA Bank Beperk, h/a Trust Bank**, Eiser, en **Rene Joseph Gislain Ettienne**, Eerste Verweerder, en **Monique Gilbert Ettienne**, Tweede Verweerder

Ingevolge 'n vonnis en lasbrief vir eksekusie gedateer 4 Mei 1993, sal die ondergenoemde eiendom in Eksekusie verkoop word sonder reserve aan die hoogste bieder deur Libra Afslaaers, te die perseel van Plot 44, Spaarwater op 7 Oktober 1993, om 14:00:

Beskrywing van eiendom: Hoewe 44, geleë in Spaarwater-landbouhoewes, Registrasieafdeling IR, Transvaal.

Groot: 1,1153 (een een een vyf drie) hektaar.

Soos gehou: Kragtens Transportakte T7059/1986, geleë te Plot 44, Spaarwater.

Verbeteringe: Geen waarborg egter ten opsigte hiervan gegee nie. 'n Baksteen gebou met 'n sinkdak geheel omhein met draad, kombuis, eetkamer, sitkamer, drie slaapkamers, badkamer met toilet, dubbel motorhuis, ingeboude kaste.

Voorwaardes van verkoping:

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

2. Die koper sal verantwoordelik wees vir betaling aan die Eiser van rente teen 20% (twintig persent) per jaar op die vonnisskuld vanaf die 2de dag van Julie 1991 tot datum van registrasie van transport.

3. Die koopprys sal as volg betaalbaar wees:

(a) 10% (tien persent) daarvan onmiddellik na ondertekening van die verkoopvoorwaardes, betaalbaar aan Balju, Springs.

(b) die balans van die koopprys binne 21 (een-en-twintig) dae, in kontant, of verseker deur 'n bank/of bougenootskap-waarborg, sodanige betaling en/of waarborg moet verskaf word aan die Balju.

4. Die voorwaardes van verkoping wat uitgelees sal word deur Libra Afslaaers onmiddellik voor die geregtelike verkoping, sal by sy kantore ter insae lê, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Gedateer te Springs op hede die 6de dag van September 1993.

C. I. Hutchinson, vir J. R. du Plessis & Burger, Prokureur vir Eiser, Eerste Verdieping, Alliegebou, Vyfde Laan, Posbus 880, Springs. (Verw. Hutchinson/fn.)

Case 16783/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Elsabe Rall**, Defendant

A sale in execution will be held at 10:00 on 12 October 1993, at NG Sinodal Centre, 234 Visagie Street, Pretoria of section 32, as shown and more fully described on Sectional Plan SS84/81 in the building or buildings known as Keurboom, situated at Arcadia, together with 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 by the Defendant under Certificate of Registered Sectional Title ST84/81 (32) (Unit).

Known as 405 Keurboom, 714 Schoeman Street, Arcadia.

The following improvements are reported to be on the property, but nothing is guaranteed: Duplex: Lounge, kitchen, two bedrooms, bathroom, shower, w.c., enclosed balcony, garden, drying and parking.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9301.)

Case 84764/92

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

ABSA Bank Limited (Allied Division), Plaintiff, and **Martyn Bonehill**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 6 October 1993 at 10:00, of:

Section 30, as shown on Sectional Plan SS171/1985, in the building Wedgewood Villa, measuring 146 square metres, and an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST171/1985 (3) (Unit), dated 7 June 1985, known as Flat 30, Wedgewood Villa, 278 Jean Avenue, Verwoerdburg.

Particulars are not guaranteed.

Three-bedroomed flat with lounge, dining-room, kitchen, scullery, bathroom and single garage.

Inspect conditions at Sheriff, Pretoria South, Messcor House, 30 Margaretha Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-353165/JAA/J. S. Herbst.)

Case 88054/92

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

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

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 6 October 1993 at 10:00, of:

Erf 625, in the Town of Meyerspark Extension 2, Registration Division JR, Transvaal, measuring 1 545 square metres, known as 259 Kent Street, Meyerspark Extension 2.

Particulars are not guaranteed.

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

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-355536/JAA/J. S. Herbst.)

Saak 3160/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Paula Alexandra Ferreira da Cruz de Beer**, Eiseres, en **Anton de Beer**, Verweerder.

Kennis word hiermee gegee dat ingevolge 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in die bogemelde aangeleentheid op 15 Februarie 1993, en ter uitvoering van 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom op Woensdag, 6 Oktober 1993 om 10:00, te die kantore van die Balju van die Hooggeregshof, Pretoria-Suid-distrik, te Strubenstraat 142, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Erf 477, van dorp Erasmia, Pretoria, groot 1 467 vierkante meter, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport T19523/90 deur Anton de Beer.

Welke eiendom geleë is te Coertstraat 670, Erasmia, Pretoria.

Beskrywing: Die volgende inligting word verskaf met betrekking tot die verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Face brick, flat roof dwelling, consisting of three bedrooms, two bathrooms, one with shower, separate toilet, lounge, dining-room, study, kitchen and scullery. Carpets in the lounge, bedrooms, dining-room and novilon in the kitchen and bathrooms. Outbuildings: Double garage, servants' quarters with w.c. There is a pool on the property. The property is fenced in with brick walls.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die kantore van die Balju, Hooggeregshof, Pretoria-Suid, Messcor Huis, Margarethastraat 30, Riverdale, Pretoria. Die belangrikste voorwaardes daarin vervat, is die volgende:

1. 'n Reserweprys ten opsigte van die bedrag verskuldig aan die verbandhouer, Santambank, in die bedrag van R100 000 (eenhonderdduisend rand) tesame met die bedrag verskuldig aan die Stadsraad van Pretoria, synde R131,80 verkoop word.

2. 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 prokureurs goedgekeur is, die waarborg aan die Balju binne 10 dae na datum van verkoping verstrek te word.

Geteken te Pretoria op hierdie 8ste dag van September 1993.

Shapiro & Vennote Ing., Prokureurs vir die Eiseres, Tweede Verdieping, Shapiro Chambers, Bureauaan, Pretoria. (Verw. L. Shapiro/E. van Olst.)

Case 12682/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ESKOM Finance Company (Pty) Ltd**, Plaintiff, and **William Vusumuzi Sindane**, 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 8 October 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 Defendant:

Erf 1144, Phola Township, Registration Division IS, Transvaal, measuring 318 (three hundred and eighteen) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL58104/1989.

This property is situated at Stand 1144, Phola Township, Witbank, Transvaal.

The property is improved as follows: Single-storey dwelling-house, three bedrooms, kitchen, living-room and bathroom.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank, 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 8th day of September 1993.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/JVZ.)

Case 32434/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Ludwig Adriaan Duvenage**, First Defendant, and **Margaretha Tabita Duvenage**, Second Defendant

A sale will be held at Room 603A, Sixth Floor, Olivette House, corner of Schubart and Pretorius Streets, Pretoria, Thursday, 7 October 1993 at 10:00:

Portion 1 of Erf 183, situated in the township of Pretoria Gardens, Registration Division JR, Transvaal, measuring 991 square metres, known as 591 Ernest Street, Pretoria Gardens, 0082.

Particulars are not guaranteed: **Dwelling:** Lounge, dining-room, kitchen, scullery, five bedrooms and two bathrooms, staff room and garage.

Inspect conditions at Sheriff Pretoria West. 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 X 314.) (Ref. N1/B-371765/JAA/M. Oliphant.)

Case 8252/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Marius Eugene van Niekerk**, Defendant

A sale will be held at Room 603A, Sixth Floor, Olivette House, corner of Schubart and Pretorius Streets, Thursday, 7 October 1993 at 10:00:

Erf 19 situated in the Township of Pretoria Gardens, Registration Division JR, Transvaal, measuring 1 414 square metres, known as 745 Van der Hoff Street, Pretoria Gardens.

Particulars are not guaranteed: *Dwelling*: Lounge, dining-room, kitchen, three bedrooms, bathroom and laundry. Single garage, servants' room and toilet.

Inspect conditions at Sheriff Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 X 314.) [Ref. N1/B-376897 (360972)/JAA/M. Oliphant.]

Case 44656/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Johannes Jacobus Roos**, First Defendant, and **Phillippina Johanna Roos**, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 6 October 1993 at 10:00:

Erf 1052, Heuweloord Extension 2 Township, Registration Division JR, Transvaal, measuring 1 000 square metres, known as 22 Rooshout Avenue, Heuweloord Extension 2.

Particulars are not guaranteed: *Dwelling*: Lounge, dining-room, kitchen, three bedrooms, bathroom and shower. Single garage and staff toilet.

Inspect conditions at Sheriff Pretoria South, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 X 314.) (Ref. N1/B-376879/JAA/M. Oliphant.)

Case 49740/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Willem Adriaan Vermeulen**, First Defendant, and **Elizabeth Francina Vermeulen** Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 6 October 1993 at 10:00:

Erf 161, situated in the Township of Waterkloof Heights Extension 3, Registration Division JR, Transvaal, measuring 2 010 square metres, known as 138 Graskop Road, Waterkloof Heights.

Particulars are not guaranteed: *Dwelling*: Lounge, entrance-hall, dining-room, family room, kitchen, scullery, pantry, six bedrooms, two bathrooms and laundry. Double garage, servants' room and toilet.

Inspect conditions at Sheriff Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 X 314.) (Ref. N1/B-379712/JAA/M. Oliphant.)

Case 16259/93
PH 212

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Neves, Mariano Augusto Patinha Vieira**, First Defendant, and **Neves, Paulo Rui Tendeiro Vieira**, Second Defendant, and **Neves, Ana Paula Da Silva Pereirs Vieira**, Third Defendant

In the execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Sheriff's Offices, 131 Marshall Street, Johannesburg, on 7 October 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the premises of the Sheriff prior to the sale, at the offices of the Sheriff, Johannesburg:

Erf 465, Bertrams Township, Registration Division IR, Transvaal, measuring 447 (four hundred and seven) square metres, held by Deed of Transfer T27212/1988, situated at 7 Carnarvon Street, Bertrams, Johannesburg.

Improvements: The following improvements are reported to be on the property but nothing is warranted or guaranteed, such improvements consist of a single-storey dwelling-house divided into two sections each, comprising two bedrooms, lounge, bathroom and kitchen.

Outbuildings: Flatlet consisting of bedroom, lounge, kitchen, bathroom, toilet and servant's 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: 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 the 19th day of August 1993.

Moss Morris Inc., Plaintiff's Attorneys, Eighth Floor, The Inner Court, 74 Kerk Street, P.O. Box 7066, Johannesburg. (Tel. 337-2121.) (Ref. Mr Greenfield/T. Kwinana/F629.)

**Case 23244/92
PH 170**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of SA Limited**, Judgment Creditor, and **Joseph Henry Bezuidenhout**, Judgment Debtor

Be pleased to take notice that in execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the offices of the Deputy Sheriff, 131 Marshall Street, Johannesburg, on 7 October 1993 at 10:00, of the undermentioned property of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Deputy Sheriff, Johannesburg, prior to the sale (to be read out by the auctioneer at the time of the sale):

Certain Erf 546, Mulbarton Extension 2 Township, Registration Division IR, Transvaal, measuring 1 550 (one thousand five hundred and fifty) square metres, held by virtue of Deed of Transfer T23530/1981, and corresponding to the street address 9 Loddon Street, Mulbarton.

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

Dwelling-house consisting of three bedrooms (without m.e.s.), bathroom (without m.e.s.), separate toilet, lounge, dining-room, kitchen with tiled roof, garage, paved driveway and with brick wall around the house.

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

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

Dated at Johannesburg on this the 12th day of August 1993.

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, Johannesburg. (Tel. 29-2681.) (Ref. N. Connell/F398.)

Saak 44274/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Eastern Province Building Society**, Eiser, en **Charles Patrick Botha**, Eerste Verweerder, en **Bernita Jooste**, Tweede 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, Pretoria-Oos, Strubenstraat 142, Pretoria, op 6 Oktober 1993 om 10:00, van die ondervermelde eiendom van die Verweerders, onderworpe aan die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju voor die verkoping ter insae sal lê:

Eiendom: Erf 2812, geleë in die dorpsgebied Faerie Glen-uitbreiding 8, Registrasieafdeling JR, Transvaal, groot 1 484 vierkante meter, beter bekend as Messinastraat 470, Faerie Glen-uitbreiding 8, Pretoria, bestaande uit drie slaapkamers, badkamer, eetkamer, sitkamer, kombuis, opwaskamer, twee motorafdakke en stoorkamer (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, Suite 11, 13, De Bruynparkgebou, Andriesstraat, Pretoria. (Tel. 21-8686/7/8.) (Verw. mnr. Niemann/Juf. Stoltz/BE0164.)

Saak 59974/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Eastern Province Building Society**, Eiser, en **J J Property Investments (Edms.) Beperk**, 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, Pretoria-Suid, Strubenstraat 142, Pretoria, op 6 Oktober 1993 om 10:00, van die ondervermelde eiendomme van die bogemelde Verweerder, onderworpe aan die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju voor die verkoping ter insae sal lê:

Eiendomme:

1. Resterende gedeelte van die plaas Lekkerhoekie 450, Registrasieafdeling JR, Transvaal, groot 78,8070 hektaar, bestaande uit vier slaapkamers, sitkamer, eetkamer, kombuis, badkamer, toilet, agter stoep met gaas toegemaak, sink staandak, mure gepleister en geverf, motorhuis, buite toilet en toegeruste boorgat.

2. Resterende gedeelte van Gedeelte 198 ('n gedeelte van Gedeelte 30) van die plaas Zwartkop 356, Registrasieafdeling JR, Transvaal, groot 21,4133 hektaar, bestaande uit 'n onbeboude hoewe.

3. Gedeelte 247 ('n gedeelte van Gedeelte 198) van die plaas Zwartkop 356, Registrasieafdeling JR, Transvaal, groot 21,4133 hektaar, bestaande uit 'n onbeboude hoewe (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, Suite 11,13, De Bruynparkgebou, Andriesstraat, Pretoria. (Tel. 21-8686/7/8.) (Verw. mnr. Niemann/Juf. Stoltz/6703/BE 0079.)

Case 7248/93

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 Limited, Execution Creditor, and **Ian Neville van Rensburg**, First Execution Debtor, and **Gwendolyn van Rensburg**, Second Execution Debtor

The following property will be sold in execution on 14 October 1993 at 10:00, at the Sheriff's Office, 8 Park Street, Kempton Park:

Certain Erf 1080, Birch Acres Extension 3 Township, Registration Division IR, Transvaal, situated at 77 Krombek Street, Birch Acres Extension 3, Kempton Park, measuring 933 (nine hundred and thirty-three) square metres, consisting of lounge, one and a half bathrooms, dining-room, two toilets, three bedrooms, garage, kitchen, driveway. All under a tiled roof. The property is surrounded by precast walls.

Subject to certain servitudes held under Deed of Transfer T54560/91.

Judgment debt: R89 536,51 plus interest at 16% (sixteen per cent) per annum from 1 June 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: 2 September 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/AB1030.)

Case 9567/91

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

In the matter between **ABSA Bank Limited** (86/04794/06), Allied Bank Division, Plaintiff, and **Brandt Douw Gert Briel**, Identity Number 4510275987009, Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton dated 14 January 1992, and writ of execution dated 2 March 1993, the following property will be sold in execution on Wednesday, 6 October 1993 at 10:00, at the offices of the Sheriff of the Magistrate Court, Johria Building, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain Erf 1270, Verwoerdpark Extension 4 Township, Registration Division IR, Transvaal.

Street address: 11 Mutual Street, Verwoerdpark, Alberton, measuring 922 square metres, held by Deed of Transfer T14820/1991 dated 16 April 1991.

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, family room, kitchen, four bedrooms, bathroom, bathroom with shower.

Outbuildings: Two garages, servant's room and swimming-pool.

1. *Terms*: 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 20% (twenty 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 3rd day of September 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.)

Saak 2954/90

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **H. A. Siweya**, Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie, toegestaan deur bogenoemde Hof op 28 Mei 1990, sal die ondervermelde eiendom op 13 Oktober 1993 om 10:00, aan die hoogste bieder by die kantore van die Balju te Klaburn Hof, Ockersstraat 22B, Krugersdorp, verkoop word:

Erf 10935, Kagiso-uitbreiding 6-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 312 (driehonderd en twaalf) vierkante meter, ook bekend as Erf 10935, Kagiso-uitbreiding 6, Krugersdorp.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

(a) die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig;

(b) die voorwaardes van die Sertifikaat van Geregistreerde Huurpag;

(c) die volledige verkoopvoorwaardes;

en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring: Enkelverdieping met sitkamer, badkamer, drie slaapkamers, gang, kombuis, gevestigde tuin, omheining, dak, mure en vensters.

3. *Terme*: 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 21,25% (een-en-twintig komma twee vyf 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, Ockersstraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 3de dag van September 1993.

Willem C. J. van Rensburg, vir Van Rensburg & Cilliers, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026.) (Verw. WVR/LM/IN1511/N11.)

Case 4354/92

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Phatiwe Engelina Dhlamini**, Defendant

Pursuant to a judgment granted by the above-mentioned Honourable Court dated 26 May 1992, and warrant of execution served on 18 August 1993, the undermentioned property will be sold on 6 October 1993 at 10:00, at the Sheriff of the Magistrate's Office, Johria Court, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

Certain all right, title and interest in the leasehold in respect of Erf 2398, Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Site 1910, Likole, District of Katlehong, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey conventional built residence under tiled roof comprising two bedrooms, lounge, kitchen, two bathrooms, and outside buildings comprising of nil.

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21% (twenty-one per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Bedfordview on this the 30th day of August 1993.

Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008, P.O. Box 75090, Gardenvue, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/EG LS0956.)

IN THE MAGISTRATE'S COURT FOR GERMISTON HELD AT GERMISTON

In the matter between **United Bank**, a Division of ABSA Bank, Execution Creditor, and **Martin Lubbe**, First Execution Debtor, and **Elizabeth Aletta Lubbe**, Second Execution Debtor

The following property will be sold in execution on 4 October 1993 at 10:00, at the Sheriff's Office, Du Pisanie Building, 74 Joubert Street, Germiston:

Certain Portion 317 (a portion of Portion 7) of Erf 132, Klippoortjie Agricultural Lots Township, Registration Division IR, Transvaal, situated at 4 Karee Place, Klippoortjie, Germiston, measuring 1 309 (one thousand three hundred and nine) square metres, consisting of dining-room, lounge, two bedrooms, bathroom, toilet, shed, tiled roof and fencing.

Subject to certain servitudes held under Deed of Transfer T48176/1988.

Judgment debt: R111 580,83 plus interest at 16,75% (sixteen comma seven five per cent) per annum, from 1 February 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: 2 September 1993.

Van Rensburg Schoon & Cronje, 8 Die Eike, corner of Monument Road and Long Streets, P.O. Box 755, Kempton Park. (Tel. 970-1203.) (Ref. Mrs Niksch/UA34.)

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

In the matter between **Bankorp Ltd**, trading as Trustbank, Execution Creditor, and **Brian Albert Kelsey**, Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 2 October 1993, the following property will be sold in execution by the Sheriff of the Magistrate's Court, Delmas, on Friday, 8 October 1993 at 10:00, and from the premises of the said immovable properties, namely:

Portion 23 (a portion of Portion 10) of the farm Rietkol 237, Registration Division IR, Transvaal, measuring 8,9111 (eight comma nine one one one) hectares, held by Deed of Transfer T50927/1985, and Portion 24 (a portion of Portion 10) of the farm Rietkol 237, Registration Division IR, Transvaal, measuring 8,8627 (eight comma eight six two seven) hectares, held by Deed of Transfer T50928/1985.

Material conditions of sale:

1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, the conditions of the title deed in so far as these are applicable and further subject to the conditions of sale which are referred to in paragraph 4 hereof.

2. The following improvements on the properties are reported, but nothing is guaranteed:

Portion 23, Rietkol, consisting of: Main building: Dwelling with corrugated iron roof consisting of lounge, dining-room, entrance-hall, kitchen, four bedrooms, study, family room, laundry, bathroom, bathroom with shower.

Outbuildings: Two garages, work-room, pump-house, two boreholes.

Portion 24, Rietkol, consists of:

(a) Dairy consisting of two washrooms with shower, basin and toilet, office, sterilization room, dairy room and milking-shed.

(b) Cottage consisting of living-room, kitchen, bathroom, double garage, single carport and stoep.

(c) Servants' quarters consisting of living-room, two bedrooms, kitchen and bathroom.

(d) Servants' rooms and stables consisting of four servants' rooms, kitchen and three stables.

(e) Five further stables.

(f) Old dairy.

(g) Feed store and feed lean-to.

(h) Rondavel.

(i) Two pump-houses.

(j) Two boreholes with diesel power-heads.

(k) Cement storage dam (reservoir).

3. 10% (ten per cent) of the purchase price and auctioneer's charges in cash or by way of bank-guaranteed cheque on the day of the sale, and the balance plus interest at 22,5% (twenty-two comma five per cent) per annum, payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court, within 21 days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Delmas, at 27 Fourth Street, Delmas, Tel. (0157) 3126.

Dated at Germiston on the 7th day of September 1993.

L. Steenkamp/C. Mey, for Steenkamp, Du Plessis, Mey & Partners, Execution Creditor's Attorneys, Third Floor, Trust Bank Centre, corner of Victoria and Odendaal Streets, P.O. Box 593, Germiston, 1400. (Ref. 4083/E. Schoeman.)

Case 12116/92
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Talltree Ranch CC** (CK90/14043/23), First Defendant, and **Gordon, Hiliard Naphtali**, 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, 7 October 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 94 (a portion of Portion 5) of the farm Nooitgedacht 176, Registration Division IR, Transvaal, measuring 2,2881 hectares, held by the Defendants under Deed of Transfer T65671/1991, situated at Sante Fe Boulevard, Nooitgedacht 176.

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

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 11th day of August 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z46877.) (Ref. Z46877/FCLS/WR/Mr Brewer/djl.); or refer to Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400.) (Ref. Mr Bouwman.)

Case 13345/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Boshoff, Christiaan**, First Defendant, and **Boshoff, Anna Sophia**, 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, 7 October 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 1135, Vereeniging Extension 1 Township, Registration Division IQ, Transvaal, measuring 1 823 m², held by the Defendants under Deed of Transfer T84874/1990, being 30 Alexander Street, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, three bedrooms, bathroom, separate w.c., kitchen, laundry, garage and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 10th day of August 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z69003.) (Ref. Z69003/FCLS/WR/Mr. Brewer/djl.); or refer to Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400.) (Ref. Mr Bouwman.)

Case 34014/92
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Prinsloo Francois Johannes**, First Defendant, and **Prinsloo, Antoinette Stephane**, 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, 7 October 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 330, Ohenimuri Township, Registration Division IQ, Transvaal, measuring 991 m², held by the Defendants under Deed of Transfer T2352/1989, being Plot 330, Ohenimuri Township.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, two bedrooms, kitchen and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 8th day of August 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z60894.) (Ref. Z60894/FCLS/WR/Mr Brewer/djl.); or refer to Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400.) (Ref. Mr Bouwman.)

Case 10150/92
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Malabuild CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 7 October 1993 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging:

Portion 179 (a portion of Portion 5), of the farm Nooitgedacht 176, Registration Division IR, Transvaal, measuring 2,0522 hectares, held by the Defendant under Deed of Transfer T64438/1991, situated at Nebraska Street, Blue Saddle Ranches, farm Nooitgedacht Agricultural Holdings.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, scullery, three bedrooms, two bathrooms/w.c./shower, study, family room, double garage, servant's room, bath/hand-wash-basin/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 10th day of August 1993.

Routledge Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z46019.) (Ref. Z46019/FCLS/WR/Mr Brewer/djl.); or refer to Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400.) (Ref. Mr Bouwman.)

Case 11142/93
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division, formerly known as United Bank Limited and prior to that United Building Society Limited), Plaintiff, and **Hartley, Warren Brian**, First Defendant, and **Hartley, Michele Elaine**, 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 Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 5 October 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 Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Portion 8 of Erf 555, Jukskeipark Township, Registration Division IQ, Transvaal, measuring 1 240 m², held by the Defendants under Deed of Transfer T40428/92, being 14 Topaas Street, corner of Topaas and Dolomite Street, Jukskeipark.

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/toilet, kitchen and single 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 23rd day of August 1992.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Glyn/NG/cvdm.) (Account No. Z66071.)

Case 20290/92
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division, formerly known as United Bank Limited and prior to that United Building Society Limited), Plaintiff, and **Ryan, Christina Louisa**, 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, 7 October 1993 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging:

Erf 1206, Arcon Park Extension 3 Township, Registration Division IQ, Transvaal, measuring 1 003 m², held by the Defendant under Deed of Transfer T29860/1991, being 49 Tamarisk Street, Arcon Park, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, TV-room, lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen, 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 8th day of August 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z52123/FCLS/WR/Mr Brewer/djl.) (Account No. Z52123.) Or refer to Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400.) (Ref. Mr Bouwman.)

Case 31541/92
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division, formerly known as United Bank Limited and prior to that United Building Society Limited), Plaintiff, and **Fifty One Algernon Road Investments CC**, First Defendant, and **Gordon, Hiliard Naphtali**, 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, 7 October 1993 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Portion 1 of Lot 181, Norwood Township, Registration Division IR, Transvaal, measuring 496 m², held by the Defendants under Deed of Transfer T27548/1988, being 51 Algernon Road, Norwood, 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, four bedrooms, three bathrooms/w.c., separate w.c., carport, servant's room, store, shower/w.c., swimming-pool and tennis court.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 19th day of August 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Glyn/Mr Roos/NG/cvdm.) (Account No. Z44058.)

Case 5348/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Frederik Johannes Bezuidenhout**, First Defendant, and **Joyce Bezuidenhout**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff for the Supreme Court, Potchefstroom, at the main entrance to the Magistrate's Court, Fochville, on Friday, 8 October 1993 at 11:00, 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, Potchefstroom, 195 Kerk Street, Potchefstroom:

Portion 5 of Erf 1071, Fochville Township, Registration Division IQ, Transvaal, measuring 1 482 m², held by the Defendants under Deed of Transfer T47229/91, being 41 First Street, Fochville.

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 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 August 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z66097/FCLS/WR/Mr Brewer/djl.) (Account No. Z66097.)

Case 1800/93

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Cerulean Properties (Pty) Limited**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Krugersdorp dated 27 April 1993, and a warrant of execution dated 5 May 1993, the undermentioned immovable property will be sold in execution in this matter at Klaburn Court, 22B Ockerse Street, Krugersdorp, on 6 October 1993 at 10:00, to the highest bidder:

Erf 179, Factoria Township, Registration Division IQ, Transvaal, measuring 4,1001 (four comma one nought nought one) hectares, held by Certificate of Consolidated Title T13377/1982, situated at Barratt Road, Factoria, Krugersdorp.

Terms: Ten per centum (10%) of the purchase price and auctioneers commission (if any) payable in cash immediately after the sale and the balance to be secured by an approved bank and/or building society guarantee within 30 (thirty) days thereafter.

The conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp, during office hours.

Dated at Krugersdorp on this the 6th day of September 1993.

Blake Bester Incorporated, c/o Adrian Engelbrecht & Partners, 12 Human Street, Krugersdorp. (Tel. 953-4202.) (Ref. Mr Breytenbach/CC/N.144.)

Case 97105/90

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

In the matter between **United Bank Limited**, Plaintiff, and **Gershon Bachrach**, Defendant

Pursuant to a judgment debt of the Magistrate's Court for the District of Randburg, in the above-mentioned suit, a sale of the undermentioned property will be held without reserve at Randburg Magistrate's Court, corner of Selkirk and Jan Smuts Avenues, Blaigowrie, on 13 October 1993 at 10:00, the conditions to be read out by the Sheriff of the Court, prior to the sale:

The property to be sold is:

Certain Section 4, Drysdale Manor, situated at Sundowner Township, Randburg, Local Authority, measuring 148 (one hundred and forty-eight) square metres, situated at 4 Drysdale Manor, Douglas Avenue, Sundowner, Randburg, held by Certificate of Registered Sectional Title ST1805/1993.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A dwelling-house with the usual outbuildings.

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.

Sheriff's charges calculated as 4% (four per centum) of the selling price of the property to be paid in cash on the date of the sale.

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

Young-Davis (Randburg) Inc., First Floor, Standard Bank Centre, Oak Avenue (corner of Retail Avenue), Randburg. (Tel. 29-2681.) (Ref. Mrs Mengel/U00663.)

To: The Sheriff of the Court, Randburg.

Case 2804/88

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 Limited, Execution Creditor, and **Anthony Charles Hallam Elton**, Execution Debtor

The following property will be sold in execution on 14 October 1993 at 10:00, at the Sheriff's Office, 8 Park Street, Kempton Park:

Certain Erf 48, Terenure Extension 6 Township, Registration Division IR, Transvaal, situated at 9 Uil Street, Terenure Extension 6, Kempton Park, measuring 1 000 (one thousand) square metres.

Consisting of lounge, two bathrooms, two toilets, three bedrooms, kitchen, driveway and study. All under a tiled roof, subject to certain servitudes held under Deed of Transfer T55694/1986.

Judgment debt: R65 527,20 plus interest at 14,5% (fourteen comma five per cent) per annum from 1 April 1988, 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 this 2nd day of September 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/AB3320.)

Case 6000/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK**

In the matter between **Pretoria Bank Limited**, Execution Creditor, and **H. A. Nel**, Execution Debtor

The following property will be sold in execution on 30 September 1993 at 10:00, at the Sheriff's Office, 8 Park Street, Kempton Park:

Certain Erf 378, Edleen, Registration Division IR, Transvaal, situated at 61 Modderhill Avenue, Edleen, Kempton Park, measuring 991 (nine hundred and ninety-one) square metres.

Consisting of lounge, two toilets, family room/TV-room, two bathrooms, three bedrooms, kitchen, dining-room, garage, study, driveway, pool and bar. All under a tiled roof. The property is surrounded by precast and brick walls.

Subject to certain servitudes as held under Deed of Transfer T6684/1992.

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 this 24th day of August 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. Labuschagne/W405.)

Case 4299/93**PH 28****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG**

In the matter between **Body Corporate The Elms**, Plaintiff, and **Seupe Mamphatkakga Wilson**, Defendant

On 1 October 1993 at 10:00, a public auction sale will be held in front of the entrance to the Magistrate's Court, Fox Street, Johannesburg, at which the Sheriff of the Court shall, pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain Unit 18, The Elms, also known as 603 The Elms, 27 Koch Street, Joubert Park, Johannesburg, measuring 52 (fifty-two) square metres.

Improvements (which are not warranted to be correct and are not guaranteed): Simplex under concrete tiled roof consisting of bedroom, lounge, kitchen, bathroom, toilet en-suite, dining-room and balcony (hereinafter called the property).

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 of 20,25% (twenty comma twenty-five per centum) per annum or, if the claim of ABSA Bank exceeds the price, interest amounting to the same as interest at that rate on that claim subject to such interest not exceeding the maximum allowed by-law.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price of 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 the sale be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Court 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 of the Court 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 section 50 of the Local Government Ordinance (Transvaal) 1939 or any amendment thereto or substitution therefor.

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 liabilities shall pass to the purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Court, A4 Sanlam Industrial Park, Prop Street, off John Street, Selby, Johannesburg.

Dated at Johannesburg this 9th day of August 1993.

Mervyn J. Smith, Plaintiff's Attorneys, Suite 3415, 34th Floor, Carlton Centre, Commissioner Street, Johannesburg; P.O. Box 9890, Johannesburg. (Tel. 331-2934.) (Ref. R. Langenbrinck/LX302.)

Case 84894/92

PH 176

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

In the matter between **City Council of Johannesburg**, Plaintiff, and **Leyds P. C.**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 9 November 1992, the property listed hereunder will be sold in execution on Friday, 5 November 1993 at 10:00, in front of the Magistrate's Court, Fox Street entrance, Johannesburg, namely:

Erf 5680, Eldoradopark Extension 7, measuring 340 square metres, situated at 55 Florida Avenue, Eldoradopark Extension 7, Johannesburg, held by Deed of Transfer T56607/1988, consisting of a two-bedroomed dwelling under tiled roof, bathroom, toilet and dining-room, but nothing is guaranteed, and take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, and contain *inter alia* the following provisions:

1. 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 payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.
3. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) on the proceeds of the sale.
4. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

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

Moodie & Robertson, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg; P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 333-6114.] (Ref. Ir/R1908-9989.)

Case 24304/90

PH 111

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Ellinas, Andrew**, Plaintiff, and **Mrs C. Wessels**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale will be held at the office of the Sheriff, Magistrate's Court Evander on Wednesday, 6 October 1993 at 11:00, of the undermentioned property of the Defendant, on the conditions to be read out by the auctioneer at the office of the Sheriff of the Magistrate's Court, Evander, prior to the sale:

Erf 103, Eendracht Township, in extent 1 983 (one thousand nine hundred and eighty-three) square metres, held under Deed of Transfer T43384/81 and Deed of Transfer T15488/85.

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

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 thirty (30) 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 an amount of R15 000 (fifteen thousand rand) and thereafter 2,5% (two comma five per cent) up to a maximum fee of R5 000 (five thousand rand). Minimum charge R50 (fifty rand).

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

Schwarz-North Inc. Plaintiff's Attorneys, 28th Floor, Southern Life Centre, 45 Commissioner Street, Johannesburg. (Tel. 833-7222.) (Ref. Mr Mihaletto/018757.)

Case 24304/90

PH 111

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Ellinas, Andrew**, Plaintiff, and **Mrs C. Wessels**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale will be held at the office of the Sheriff, Magistrate's Court, Evander, on Wednesday, 6 October 1993 at 11:00, of the undermentioned property of the Defendant, on the conditions to be read out by the auctioneer at the office of the Sheriff of the Magistrate's Court, Evander, prior to the sale:

Erf 105, Eendracht Township, in extent 1 983 (one thousand nine hundred and eighty-three) square metres, held under Deed of Transfer T43384/81 and Deed of Transfer T15488/85.

The following information is furnished in respect of the improvements though in this respect, nothing is guaranteed: A dwelling consisting of three bedrooms, bathroom, lounge, dining-room, kitchen and scullery.

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 thirty (30) 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 an amount of R15 000 (fifteen thousand rand) and thereafter 2,5% (two comma five per cent) up to a maximum fee of R5 000 (five thousand rand). Minimum charge R50 (fifty rand).

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

Schwarz-North Inc., Plaintiff's Attorneys, 28th Floor, Southern Life Centre, 45 Commissioner Street, Johannesburg. (Tel. 833-7222.) (Ref. Mr Mihaletu/018757.)

**Case 38550/92
PH98 T32**

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

In the matter between **First National Bank Ltd**, Plaintiff, and **Galgut Bernard Mr**, Defendant

In execution of a judgment of the Magistrates' Court for the District of Johannesburg, dated 6 July 1992, in the above-mentioned suit, a sale without a reserve price, but subject to the provisions of section 66 (2) of the Magistrates' Court Act No. 32 of 1944, as amended, the price subject to the Plaintiff's approval, will be held on the steps of the Johannesburg Magistrates' Court, Fox Street Entrance, Fox Street, Johannesburg by the Sheriff of the Court, on 15 October 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff of the Court.

Certain: Section 14, Villa D'Este as shown and more fully described on Certificate of Registered Title ST3174/1987 Unit 14, in the building or buildings known as Villa D'Este of which the floor area, is 42 (forty-two) square metres in extent; and

an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST3174/1987.

Also known as: Flat 13, Villa D'Este, 1 Fife Avenue, Berea, Johannesburg.

Improvements consisting of the following: Bed/sitting-room with parquet flooring, kitchen and bathroom, vinyl tiled floors, and open balcony on third floor. Construction: Brick and mortar—ten-storey building.

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

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

Dated at Johannesburg on this 31st day of August 1993.

Tarica-Bowes, Plaintiff's Attorneys, Third Floor, Delters Square, corner of Kerk and Delters Streets, P.O. Box 10914, Johannesburg. (Tel. 29-7061.) (Ref. Ms Bowes DK FQ98.)

**Case 842/93
PH 124/S118
DX 196 JHB**

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **John Kotsianis**, First Defendant, and **Roselyn Kotsianis**, Second Defendant

A sale without reserve will be held at the Sheriff's Office, 13th Floor Metro Centre, Hendrik Verwoerd Drive, Randburg, at 10:00 on Wednesday, 13 October 1993, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff prior to the sale:

1. Portion 3 of Erf 5, Morningside Manor Township, Registration Division IR, Transvaal, being 3 Alon Street, Morningside Manor, measuring 3916 square metres.

2. Erf 448, Morningside Extension 53 Township, Registration Division IR, Transvaal, being 2 Michelle Street, Morningside Extension 53, measuring 417 square metres.

Improvements described hereunder are not guaranteed.

Main building: Vacant land.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 1st day of September 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/Id.)

Case 30050/91

PH 158

DX 185

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Bank of Lisbon International Limited**, Plaintiff, and **M. F. Construction Pty Limited**, First Defendant, and **Figueira Manuel Marques**, Second Defendant, and **Figueira Cidalia Paiva da Silva**, Third Defendant, and **Figueira Joao Manuel Paiva**, Fourth Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price will be held by the Sheriff of Boksburg, at 182 Leeuwpoot Street, Boksburg, on Friday, 8 October 1993, at 11:15 of the undermentioned property/ies on the conditions to be read out by the auctioneer at the time of the sale and which conditions of sale may be inspected at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale.

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

Holding 70, Bartlett Agricultural Holdings, Registration Division IR, Transvaal, measuring 2,0745 (two comma nought seven four five) hectares, held by Deed of Transfer T18209/80, known as 70 Middle Road, Bartlett, Boksburg.

Comprising: Kitchen, lounge, TV-room, dining-room, five bedrooms, three bathrooms, study, bar and snooker room.

Description: Brick house under tile. Fully walled. Three double garages.

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

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

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

A. Berlowitz, for Wertheimer, Avery & Associates, Plaintiff's Attorneys, First Floor, Uhde House, 5 St David's Place, Parktown, Johannesburg; P.O. Box 6457, Johannesburg, 2000. (Tel. 484-7745/9.) (Ref. Mr Berlowitz/DMCK/B160.)

Case 19120/93

PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Braaf, Mogamat Cashief I.D.** 5408075118083, 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, 7 October 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Johannesburg prior to the sale.

Erf 2648, Newlands (Johannesburg) Township, Registration Division IQ, Transvaal, being 6 Springs Street, Newlands, Johannesburg, measuring 495 square meters.

Use zone: Residential 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of lounge, three bedrooms, bathroom and separate toilet, kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 27th day of August 1993.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. PM Carter/GGLIT 475258.)

Case 25301/91
PH 128IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Peters, Wilfred Aubrey** (Identity Number 5411145018010, 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, 7 October 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Johannesburg, prior to the sale:

Erf 5492, Eldoradopark Extension 7 Township, Registration Division IQ, Transvaal, being 51 Alabama Street, Eldoradopark Extension 7, measuring 398 square metres, use zone Residential 1.

The following information is furnished *re* the improvements, though in respect of nothing is guaranteed: Dwelling-house consisting of lounge, three bedrooms, bathroom and toilet, separate toilet, kitchen and carport.

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

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

Dated at Johannesburg on the 27th day of August 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 150944.)

Case 12401/93
PH 128IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Fick, Johan Christian** (Identity No. 4608095121006), 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, 7 October 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Johannesburg, prior to the sale:

Erf 330, Montgomery Park Township, Registration Division IQ, Transvaal, being 5 Langenhoven Street, Montgomery Park, Johannesburg, measuring 744 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, bathroom, separate shower and toilet, kitchen, square store-room, bathroom and toilet.

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

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

Dated at Johannesburg on the 27th day of August 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 455735.)

Case 30764/91
PH 128IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Lindmeier, Franz Xaver**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at 9 Elna Randhof, corner of Blairgowrie Drive and Selkirk Avenue, Blairgowrie, Randburg, on Tuesday, 5 October 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, Randburg, prior to the sale:

Erf 710, Bloubosrand Extension 2 Township, Registration Division IQ, Transvaal, being 25 Shiedam Avenue, Bloubosrand Extension 2, Randburg, measuring 917 square metres.

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

Dwelling-house consisting of entrance-hall, lounge, dining-room, study, two bedrooms, bathroom and toilet, shower, toilet and kitchen. Servant's quarter, shower and toilet.

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

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

Dated at Johannesburg on the 18th day of August 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 298642.)

Case 5981/93

PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Van Niekerk, Johanna Catharina Maria** (Identity Number 3103270004004), First Defendant, and **Van Niekerk, Daniel**, 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 9 Elna Randhof, corner of Blairgowrie Drive and Selkirk Avenue, Blairgowrie, Randburg, on Tuesday, 5 October 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, Randburg, prior to the sale:

Erf 337, Randpark Extension 4 Township, Registration Division IQ, Transvaal, being 242 Republic Road, Randpark Extension 4, measuring 1 571 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, toilet, shower, toilet, and kitchen. Double garage, servant's quarter, bathroom and toilet.

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

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

Dated at Johannesburg on this the 18th day of August 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 436565.)

Case 17405/93

PH 124

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Graham Dunn**, Defendant

A sale without reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg, on Thursday, 14 October 1993 at 10:00, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff prior to the sale:

Section 3, Winchester Mews Westdene Township, being Unit 3, Winchester Mews, 21 Winchester Street, Westdene, measuring 163 square metres, improvements described hereunder are not guaranteed.

Main building: Entrance-hall, lounge, dining-room, three bedrooms, bathroom/w.c., and kitchen.

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 6th day of September 1993.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock/Tyrwhitt Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatvedt/Id.)

Case 5894/93

PH 124

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Fanny Kuczynski**, Defendant

A sale without reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg, on Thursday, 14 October 1993 at 10:00, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff prior to the sale:

Portion 1 of Erf 185, Kew Township, Registration Division IR, Transvaal, being 93A Fourth Floor, Kew, measuring 1 467 square metres. Improvements described hereunder are not guaranteed.

Main building: Entrance-hall, lounge, dining-room, three bedrooms, bathroom, kitchen and pantry. *Outbuildings:* Double garage, two servants' rooms and w.c.

Terms: 10% (ten per centum) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 2nd day of September 1993.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock/Tyrwhitt Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatvedt/Id.)

Case 5929/91

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Francis James Roger Nunan**, 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, 12 October 1993 at 14:30, in front of the Court-house, Randburg, by the Sheriff of the Court, Midrand:

Remaining extent of Holding 170, President Park Agricultural Holdings, situate at 170 Kruger Road, President Park, measuring 8 566 square metres. Improvements described hereunder are not guaranteed.

Main building: 172 square metres, brick under tile, entrance-hall, lounge, dining-room, family room, three bedrooms, dress room, kitchen, bathroom/w.c., bathroom/w.c./shower and scullery. *Outbuildings:* 52 square metres, garage, servant's room, w.c., two carports, store-room, braai and patio.

Terms: 10% (ten per centum) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff of Court's commission payable by purchaser on date of sale.

Dated at Sandton this 2nd day of September 1993.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, Sixth Floor, Twin Towers West, Sandton City, Sandton. (Tel. 883-2740.) (Ref. K. J. Braatvedt/Id.)

Case 13650/93

PH 124

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Richard Britten**, First Defendant, and **Janet Britten**, Second Defendant

A sale without reserve will be held at the Sheriff's Office, 9 Elna Randhof, corner of Selkirk and Blairgowrie Drive, Blairgowrie, Randburg, on Tuesday, 12 October 1993 at 10:00, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff prior to the sale:

Erf 137, Witkoppen Extension 3 Township, Registration Division JR, Transvaal, being 9 Trust Avenue, Witkoppen Extension 3, measuring 1 200 square metres. Improvements described hereunder are not guaranteed.

Main building: Entrance-hall, lounge, dining-room, four bedrooms, dress room, two bathrooms/w.c. and kitchen. *Outbuildings:* Double garage, servant's room and bathroom/w.c.

Terms: 10% (ten per centum) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 1st day of September 1993.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock/Tyrwhitt Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatvedt/Id.)

Saak 7787/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Jack Shimane Mogato**, Eerste Verweerder, en **Boitumelo Maria Mogato**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 15 Oktober 1993 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 7 van Erf 643, geleë in die dorpsgebied Evaton, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T9372/90, grootte 448 (vierhonderd agt-en-veertig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by Balju ter insae.

Gedateer te Vanderbijlpark hierdie 7de dag van September 1993.

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

Saak 2705/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Nedcor Bank Limited** (51/00009/06), Eiser, en **Lucas Ndaba Mbele**, Eerste Verweerder, en **Seipati Mary Mbele**, Tweede Verweerder

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie, gedateer 2 Julie 1993, die Verweerder se Reg op Huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in die eksekusie verkoop word aan die hoogste bieder op Vrydag, 15 Oktober 1993 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 58403 in die dorpsgebied Sebokeng Eenheid 3, Registrasieafdeling IQ, Transvaal, groot 263 (tweehonderd drie-en-sestig) vierkante meter.

Verbeterings ten opsigte waarvan geen waarborge gegee word nie: Drie slaapkamerhuis met kombuis, sitkamer en badkamer.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

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

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

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

Gedateer te Vanderbijlpark op hede die 7de dag van September 1993.

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

Saak 3494/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Bepark.**, Eiser, en **Mmiselo Prosperity Zincume**, Verweerder

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

Eiendom: Alle reg, titel en belang in die huurpag ten aansien van Erf 12949, Kagiso-uitbreiding 8-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Ligging: Steven Bikorylaan 12949, Kagiso-uitbreiding 8, Krugersdorp, in eksekusie verkoop op 13 Oktober 1993 om 10:00, deur die Balju by sy kantoor te Klaburn Hof, Ockersesstraat 22B, Krugersdorp.

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

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

Saak 397/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRIEL GEHOU TE KRIEL

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **J. J. Botha**, Eerste Verweerder, en **J. M. M. Botha**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 5 Julie 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 6 Oktober 1993 om 11:00, te die Landdroskantoor, Kriel aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by die voormelde Balju vir die verkoping:

Erf 2636, Uitbreiding 11, Kriel, geleë in die dorp Kriel, Registrasieafdeling IS, Transvaal, adres Kraanvoëlstraat 19, Kriel, groot Erf 1095 (een nul nege vyf).

Geteken te Kriel op hierdie 6de dag van September 1993.

C. J. van der Merwe, vir Lou van der Merwe Prokureurs, Eerste Verdieping, Mega Plaza, Kriel, 2271. [Tel. (013638) 4877.] (Verw. C. J. vdM/fp/K14011.)

Case 1317/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, trading as Nedfin, Plaintiff, and **Esterhuizen, Olof Abram**, 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 R136 194,98 (one hundred and thirty-six thousand and one hundred and ninety four rand and ninety-eight cents) will be held at the offices of the Sheriff, namely, the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging on Thursday, 14 October 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 which conditions will lie for inspection, prior to the sale at the offices of the Sheriff of Vereeniging:

Erf 420, Three Rivers East Township, Registration Division IQ, Transvaal, measuring 1 980 (one nine eight nil) square metres, situated at 9 Sandpiper Street, Three Rivers East, Vereeniging.

The following information is furnished in regard to the improvements, though in this respect nothing is guaranteed:

A dwelling in a garden comprising a tiled roofed dwelling, three bedrooms, two bathrooms, kitchen, sitting-room, dining-room, entrance-hall and TV-room.

There is a double garage and a servant's quarters with a toilet.

There is an established garden and two sides of the property are fenced with wire and one side with brick wall. The erf is approximately 1 980 (one nine eight nil) metres.

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

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

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

Minimum charge R100 (one hundred rand).

Dated at Johannesburg on this the 3rd day of September 1993.

C. A. Michalson, for Michalson, Silver & Frack Inc., Plaintiff's Attorneys, 14th Floor, Kelhof, 112 Pritchard Street, P.O. Box 719, Johannesburg. (Tel. 29-7371) (Ref. Mr C. Michalson.)

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

Saak 3788/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **John Galebotswe Maruping**, Eerste Verweerder, en **Motshidisi Elizabeth Maruping**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 15 Oktober 1993 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 11 ('n gedeelte van Gedeelte 1), van Erf 46, geleë in die dorpsgebied Evaton Small Farms, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T68836/89, grootte 430 (vierhonderd en dertig) 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. Verder voorwaardes by Balju ter insae.

Gedateer te Vanderbijlpark hierdie 8ste dag van September 1993.

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

KENNISGEWING VAN VERKOPINGS IN EKSEKUSIE

Ingevolge uitsprake van die landdroshof van Vanderbijlpark en lasbriewe vir eksekusie, sal die volgende onroerende eiendomme, wat spesiaal uitwinbaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 15 Oktober 1993 om 10:00, by die Landdroskantoor, Vanderbijlpark:

Eksekusieskuldeiser: **Nedcor Bank Beperk**, voorheen bekend as Nedperm Bank Beperk.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

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

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

4. Die eiendomme word verkoop onderworpe aan die terme en titelvoorwaardes daarvan.

5. Verbeterings hieronder vermeld word nie gewaarborg of hiermee verseker dat dit korrek is nie.

Saak: 1516/90.

Vonnisskuldenaar: **Mokete Daniel Stona, en Lizzie Puleng Stona.**

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 56334, in die dorpsgebied Sebokeng, Eenheid 3, Registrasieafdeling IQ, Transvaal.

Groot: 333 vierkante meter.

Verwysing: P0/298.

Beskrywing: Drieslaapkamerhuis met sitkamer, eetkamer, kombuis, badkamer en motorhuis.

Saak: 2540/93.

Vonnisskuldenaar: **Matala Klaas Mofokeng, en Matsidiso Paulinah Mofokeng.**

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 3355, in die Stretford-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Groot: 267 vierkante meter.

Verwysing: P3/76.

Beskrywing: Drieslaapkamerhuis met sitkamer, eetkamer, kombuis en badkamer.

Saak: 2518/93.

Vonnisskuldenaar: **Vusumuzi William Tshabalala, en Maserame Patricia Tshabalala.**

Eiendom: Alle reg, titel en belang in die huurpag en opsigte van Perseel 2092, in die Stretford-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Groot: 243 vierkante meter.

Verwysing: P3/65.

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

Saak: 2512/93.

Vonnisskuldenaar: **Joyce Ramagwedzha.**

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 3370, in die dorpsgebied Stretford-uitbreiding 1, Registrasieafdeling IQ, Transvaal.

Groot: 267 vierkante meter.

Verwysing: P3/69.

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

Gedateer te Vanderbijlpark op hede die 8ste dag van September 1993.

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

Case 10326/90

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

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

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 5 February 1991 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 1 October 1993 at 11:15, at 182 Leeuwpoot Street, Boksburg, to the highest bidder:

All the right, title and interest in the leasehold in respect of certain Erf 12620, Vosloorus Extension 23, situated on 12620 Nkwili Street, in the Township of Vosloorus Extension 23, District of Boksburg, measuring 409 (four hundred and nine) square metres.

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

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

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

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

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. Mrs Pierce/FN7052.)

Saak 14871/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Boland Bank Beperk**, Eiser, en **Johannes Gerhardus Petrus Marneweck**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, sal 'n verkoping gehou word te die Landdroskantoor, Dolomietstraat, Delmas, op Vrydag, 8 Oktober 1993 om 09:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die veilingsafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Hooggeregshof Delmas, voor die verkoping ter insae sal lê:

1. Gedeelte 35 ('n gedeelte van Gedeelte 2) van die plaas Rietkol 237, Registrasieafdeling IR, Transvaal, groot 11,0548 hektaar, gehou kragtens Akte van Transport T76670/89.

2. Gedeelte 36 ('n Gedeelte an Gedeelte 2) van die plaas Rietkol 237, Registrasieafdeling IR, Transvaal, groot 11,7812 hektaar, gehou kragtens Akte van Transport T76670/89.

3. Gedeelte 38 ('n gedeelte van Gedeelte 2) van die plaas Rietkol 237, Registrasieafdeling IR, Transvaal, groot 9,9402 hektaar, gehou kragtens Akte van Transport T76670/89.

4. Gedeelte 48 ('n gedeelte van Gedeelte 2) van die plaas Rietkol 237, Registrasieafdeling IR, Transvaal, groot 13,1813 hektaar, gehou kragtens Akte van Transport T76670/89.

Verbeterings: 'n Baksteenwoonhuis met teëldak bestaande uit drie slaapkamers, badkamer en toilet, sitkamer, eetkamer, kombuis, bediendekwartiere, staalskuur en swak omheining.

Die bovermelde inligting in verband met verbeterings op die eiendom word verstrek, maar geen waarborg kan daarvoor gegee word nie.

Geteken te Pretoria hierdie 10de dag van September 1993.

Van der Merwe Du Toit & Fuchs, Prokureurs vir die Eiser, Sanlamsentrum, 14de Verdieping, Andriesstraat 252, Pretoria. (Verw. mnr. Van der Merwe/nvz/CB20121.)

Case 30334/92
PH 269

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **the Standard Bank of South Africa Limited**, Execution Creditor, and **Twenty-Three Forest Mews (Pty) Limited**, First Execution Debtor, and **Tarpey, Anthony John**, 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 offices of the Sheriff, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on 13 October 1993 at 10:00, of the above-mentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, prior to the sale:

Certain: Section 23, as shown and more fully described on Sectional Plan SS125/1988 in the building or buildings known as Forest Mews, situated in Bryanston, in the Municipality of Sandton, being Street 24, Forest Mews, Cadogan Road, Bryanston, measuring size 163 (one hundred and sixty-three) square metres:

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

A duplex sectional title unit with tiled roof, comprising:

(1) A ground floor with entrance-hall, living-room, dining-room, bedroom, shower, toilet and kitchen; and

(2) A first floor with family-room, two bedrooms, bathroom, toilet, floors carpeted, with outbuildings with similar construction comprising two garages, servant's room with toilet and shower.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneers charges, payable on the day of the sale, to be calculated as follows: 5% (five per 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 charged R100 (one hundred rand).

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

Solomons, Plaintiff's Attorneys, First Floor, Bathgate, 42 Bath Avenue, Rosebank, Johannesburg. (Tel. 442-9106.) (Fax 442-7220.) (Docex 223.) (Ref. Mr Petersen/S85/P1.900.)

CAPE • KAAP

Case 12441/92

IN THE MAGISTRATES COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited**, formerly United Bank Limited, Plaintiff, and **T. B. Maduna**, First Defendant, and **M. M. Maduna**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, dated 24 February 1993, the following will be sold in execution on 30 September 1993 in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 6885, Mitchells Plain, 161 (one hundred and sixty-one) square metres, held by Deed of Transfer T15042/1992, situated at 15 Harvester Way, Westridge, Mitchells Plain:

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

2. The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 4888/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, formerly United Bank Limited, Plaintiff, and **P. J. April**, First Defendant, and **S. April**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, dated 21 May 1993, the following will be sold in execution, on 27 September 1993 at 09:00, in front of the Magistrate's Court, for the District of Kuils River, to the highest bidder:

Erf 2791 (portion of Erf 1), Kleinvlei, 542 (five hundred and forty-two) square metres, held by Deed of Transfer T39334A/1991, situated at 12 Polo Street, Forestglade, Eerste River.

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, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 7561/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Michael C. Brooks**, Execution Debtor

In execution of the judgment of the Magistrate's Court of Mitchells Plain in the above matter, a sale will be held on Monday, 11 October 1993 at 10:00, in front of the Wynberg Magistrate's Court-house:

Erf 16129, Mitchells Plain, in the Municipality of Cape Town, Cape Division, situated at 3 Miami Close, Portlands, Mitchells Plain and consisting of a brick residence under tiled roof, consisting of two bedrooms, lounge, kitchen, bathroom and toilet with a single garage on the premises, measuring two hundred and eight (208) square metres, held by Title Deed T50900/87.

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, Wynberg.

Dated at Cape Town on this the 30th day of August 1993.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z25410.)

Case 7326/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Frederick James Thysen**, First Execution Debtor, and **Althea Deborah Smallberg**, 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 Friday, 8 October 1993 at 09:00, in front of the Kuils River Magistrate's Court-house:

Erf 6224, Blue Downs, in the Blue Downs Local Area, Division of Stellenbosch, situated at 10 Snipe Way, Electric City Blue Downs, measuring 384 (three hundred and eighty-four) square metres, held by Title Deed T3449/92.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest 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 30th day of August 1993.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z26385.)

Case 12212/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **ABSA Bank Limited**, formerly United Bank Limited, Plaintiff, and **L. S. Tshotwana**, First Defendant, and **Mrs N. C. Tshotwana**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain dated 7 January 1993, the following will be sold in execution on 30 September 1993 at 10:00, in front of the Magistrate's Court, for the District of Wynberg, to the highest bidder:

Erf 1719, Mandalay, 565 (five hundred and sixty-five) square metres, held by Deed of Transfer T17914/1992, situated at 68 Auber Avenue, Mandalay.

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

2. The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 3019/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, formerly United Bank Limited, Plaintiff, and **Volmint Bosch**, First Defendant, and **Francis Christina Bosch**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River dated 9 August 1993, the following will be sold in execution on 30 September 1993 at 09:00, in front of the Magistrate's Court, for the District of Kuils River, to the highest bidder:

Erf 3686 (portion of Erf 581), Eerste River, 348 (three hundred and forty-eight) square metres, held by Deed of Transfer T55120/1989, situated at 10 Camel Thorn Street, Melton Rose, Beverly Park.

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, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 6581/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, formerly United Bank Limited, Plaintiff, and **H. S. Derenius**, First Defendant, and **Mrs I. Derenius**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River dated 5 August 1993, the following will be sold in execution on 30 September 1993 at 09:00, in front of the Magistrate's Court, for the District of Kuils River, to the highest bidder:

Erf 7065 (portion of Erf 7961), Kuils River, 610 (six hundred and ten) square metres, held by Deed of Transfer T21411/1986, situated at 15 Bellhome Street, Highbury, Kuils River.

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, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Saak 17774/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Saambou Bank Beperk**, Eiser, en **A. C. Strydom**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 5 Augustus 1993, sal die hierna genoemde vaste eiendom in eksekusie verkoop word op Donderdag, 30 September 1993 om 10:45, op die perseel te Tierhoutstraat 8, Blommendal, Bellville, aan die hoogste bieder, onderhewig aan die hierna vermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju, by die veiling uitgelees sal word:

Erf 29465, Bellville, in die munisipaliteit Bellville, groot 919 (negehonderd en negentien) vierkante meter gehou kragtens Transportakte T23464/92, ook bekend as Tierhoutstraat 8, Blommendal, Bellville.

Betaalvoorwaardes: Tien persent (10%) van die koopprys en afslaersgelde in kontant op die veilingsdag, saldo teen oordrag wat verseker moet word deur bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingsdatum by die Balju- en/of die Eiser se prokureurs ingelewer moet wees.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Bellville, te Northumberlandweg 29, Bellville. (Tel. 948-8326.)

Gedateer te Bellville hierdie 18de dag van Augustus 1993.

Bornman & Hayward, Eiser se Prokureurs, Saambougebou, Kruskallaan 14, Bellville. (Verw. WP/mm/12.1662.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matters between **East London Municipality**, Judgment Creditor, and **Various Debtors** (listed hereunder), Judgment Debtors

In pursuance of judgments granted in East London Magistrate's Court, and under writs of execution issued thereafter the immovable properties listed hereunder will be sold in execution on 29 September 1993 to the highest bidder:

Case 2416/93

Judgment Debtor: **Mr E. Peters.**

Time of sale: 09:00.

Place of sale: Magistrate's Court Building, Lower Buffalo Street, East London.

Date of judgment: 2 June 1993.

Description: Erf 29071, East London, Municipality and Division of East London, situated at 56/58 Alphen Road, Buffalo Flats Extension, East London, in extent four hundred (400) square metres.

Improvements: Dwelling-house.

Held by: Deed of Transfer T2165/1986.

Case 598/93

Judgment Debtor: **E. Tsesmelis.**

Time of sale: 10:00.

Place of sale: 18 Portulaca Road, Vincent Heights, East London.

Date of judgment: 17 May 1993.

Description: Erf 19883, East London, Municipality and Division of East London, situated at 18 Portulaca Road, Vincent Heights, East London, in extent one thousand three hundred and forty-seven (1 347) square metres.

Improvements: Dwelling-house, basement and outside toilet.

Held by: Deed of Transfer T3761/1991.

Case 437/93

Judgment Debtor: **L. Savides.**

Time of sale: 10:30.

Place of sale: 6 Ashgrove Road, Nahoon Valley, East London.

Date of judgment: 5 May 1993.

Description: Erf 9943, East London, Municipality and Division of East London, situated at 6 Ashgrove Road, Nahoon Valley, East London, in extent nine hundred and twenty-eight (928) square metres.

Improvements: Dwelling-house, outbuildings and swimming-pool.

Held by: Deed of Transfer T2871/1990.

Conditions of sale:

1. The properties are sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

2. The purchasers shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchasers shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from the date of the sale to the date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London this day of August 1993.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London.

Case 10769/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Pieter Daniel de Kock**, Judgment Debtor

The following property will be sold in execution by public auction held at Bellville Court to the highest bidder on 4 October 1993 at 14:00:

Description: Erf 5925, Durbanville, in the Municipality of Durbanville, Cape Division, in extent one thousand one hundred and seventy-six (1 176) square metres.

Postal address: 17 Andrag Street, Durbanville.

Improvements: Dwelling, three bedrooms, two bathrooms, dining-room, lounge, TV-room, kitchen, washing-room, swimming-pool, double garage/maids' quarters, held by Deed of Transfer T74233/90.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per 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 Parow this 20th day of August 1993.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500. (Ref. Mrs Wolmarans/HVN/W50209.)

Case 24321/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd) (formerly South African Permanent Building Society), Execution Creditor, and **Vuyani Gobodo**, First Execution Debtor, and **Luleka Priscilla Gobodo**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Port Elizabeth dated 11 August 1993, and in pursuance of an attachment in execution dated 18 August 1993, a sale by public auction will be held in front of the New Law Courts, North End, Port Elizabeth, on Friday, 1 October 1993 at 14:15, of the following immovable property situated at 7595 Site & Service, kwaZakhele, Port Elizabeth:

Zoned: Residential, being Erf 7595, Ibhayi, in the area of the City Council of Ibhayi, Administrative District of Port Elizabeth, in extent 241 square metres, held by Vuyani Gobodo and Luleka Priscilla Gobodo, under Deed of Transfer TL80/90, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single-storey detached dwelling under asbestos with lounge, kitchen and two bedrooms.

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, Port Elizabeth.

Terms: 10% (ten per cent) of the purchase price and 4% (four per cent) Sheriff's (auctioneer's) charges in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 23rd day of August 1993.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 5028/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited** (trading as United Bank), Plaintiff, and **Francois Alfonzo Thomas**, First Defendant, and **Marianne Thomas**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution dated 8 June 1993, the following property will be sold in execution, in front of the Court-house for the District Kuils River, on Monday, 4 October 1993 at 09:00, to the highest bidder:

Certain Erf 1010, Scottsdene, in the local area of Scottsdene, Division of Stellenbosch, in extent 316 (three hundred and sixteen) square metres, held by Deed of Transfer T79903/92, also known as 23 Monrovia Circle, Kraaifontein, 7570.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom, w.c. and single garage.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per cent) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent Creditor then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by 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 24th day of August 1993.

G. Visser, vir Malan Laàs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP Z18968.)

Case 27041/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Nizam Biscombe**, Defendant

In the above matter a sale will be held on Thursday, 7 October 1993 at 11:30, at the site of 27 Marsden Road, Walmer Estate, being Erf 12731, Cape Town at Woodstock, in the City of Cape Town, Cape Division, measuring 397 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of sixteen per centum (16%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A single seven roomed dwelling with kitchen, bathrooms and servant's room and garage under dwelling.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Cape Town and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case 2331/93

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

In the matter between **ABSA Bank Limited** (trading as United Bank), Judgment Creditor, and **Isaac Jacobus Blanckenberg**, First Judgment Debtor, and **Sandra Anne Blanckenberg**, Second Judgment Debtor

The following property will be sold in execution by public auction held at Paarl Court to the highest bidder on 7 October 1993 at 10:00:

Description: Erf 17684, portion of Erf 17681, Paarl, in the Municipality of Paarl, Paarl Division, in extent two hundred and forty (240) square metres.

Postal address: 101 Begonia Street, Paarl.

Improvements: Dwelling: Lounge, kitchen, two bedrooms and bath/toilet. Held by Deed of Transfer T70230/92.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest 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 Parow this 23rd day of August 1993.

Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Saak 497/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENDAL GEHOU TE VREDENDAL

In die saak tussen **Nedperm Bank Beperk**, Eiser, en **mnr. J. J. Basson**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Landdroshof gedateer 3 Junie 1993, in bogemelde aangeleentheid sal die eiendom, bekend as Erf 8, Kabeljoustraat, Lutzville, Strandfontein, per publieke veiling aan die hoogste bieder verkoop word by Landdroshof Vredendal, op 8 Oktober 1993 om 11:00, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Geregsbode te Vredendal, 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 ($\frac{1}{10}$) 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 belastinge 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 8, Louis Rood, in die gebied van die plaaslike raad van Louis Rood, in die afdeling Van Rhynsdorp, groot 476 (vier honderd ses-en-sewentig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T35763/92 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Drie slaapkamers, badkamer, kombuis, sitkamer, enkel-motorhuis, spits asbesdak, ouderdom 10—15 jaar.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Vredendal op hierdie 17de dag van Augustus 1993.

G. J. Erasmus, vir Cluver Markotter, SA Permanentegebou, Pleinstraat 4, Vredendal, 7600. (Verw. GJE/TL.)

Case 4304/93

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

In the matter between **Natal Building Society Limited**, Plaintiff, and **Mosie Property Investment CC**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Wynberg, and writ of execution dated 19 February 1993, the property listed hereunder will be sold in execution on 7 October 1993 at 12:00, at 2 Eastbank Road, Zeekoeivlei, to the highest bidder:

Certain: Erf 780, Zeekoeivlei, in the Local Area of Zeekoeivlei, Division Cape, known as 2 Eastbank Road, Zeekoeivlei, in extent 724 (seven hundred and twenty-four) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed, single dwelling-house with brick walls under a slate roof consisting of three bedrooms, kitchen, lounge, bathroom, toilet and garage.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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 6th day of August 1993.

Heyns & Partners, Vasco Boulevard 168, Goodwood, 7460. (Ref. INV/MB/NB82.)

Case 8139/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank *versus* **Cedrick John Martin** and **Jennifer Magdalene Mervis**

The following property will be sold in execution by public auction held at the Wynberg Court-house, to the highest bidder on 6 October 1993 at 10:00:

Erf 20364, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 145 (one hundred and forty-five) square metres, held by Deed of Transfer T39953/91, situated at 4 Sweetwilliam Street, Lenteguur, Mitchells Plain.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed:

A dwelling consisting of lounge, kitchen, three bedrooms, 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% (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 Cape Town on this 12th day of August 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 3622/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank *versus* **Kenneth Arthur Hanslo** and **Gwendoline Ethel Hanslo**

The following property will be sold in execution by public auction held at Wynberg Court-house, to the highest bidder on 6 October 1993 at 10:00:

Erf 25358, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 143 (one hundred and forty-three) square metres, held by Deed of Transfer T63914/92, situated at 45 Chestnut Street, Eastridge, Mitchells Plain.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge/kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest 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 12th day of August 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 541/93

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

In the matter between **Natal Building Society Limited**, Plaintiff, and **T. J. Windvogel**, First Defendant, and
E. S. Windvogel, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Goodwood and writ of execution dated 2 March 1993, the property listed hereunder will be sold in execution on 5 October 1993 at 11:00, at Goodwood Magistrate's Court, Goodwood, to the highest bidder:

Certain Erf 134846, Cape Town, at Bonteheuwel, in the Municipality of Cape Town, Cape Division, in extent 195 (one hundred and ninety-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Asbestos sheet roof, brick walls, lounge, kitchen, two bedrooms and bathroom.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Goodwood. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 10th day of August 1993.

Heyns & Partners, 168 Vasco Boulevard, Goodwood, 7460. (Ref. INV/MB/N169.)

Case 3366/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mrs Aletta Susanna Barnard**, Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 7 July 1993, the following property will be sold on 1 October 1993 at 10:00, to the highest bidder, subject to the provisions of the conditions of sale:

Erf 3823 (a portion of Erf 720), Beacon Bay, Municipality of Beacon Bay, Division of East London, in extent 1 373 (one thousand three hundred and seventy-three) square metres, held under T1349/92, known as 8 Braemar Road, Beacon Bay, East London.

The sale aforesaid will take place at the property itself being 8 Braemar Road, Beacon Bay, East London.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed/deed of transfer.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: Conventional dwelling under tiled roof comprising three bedrooms, lounge, dining-room, family room, kitchen, bathroom, two garages and swimming-pool.

Dated at East London on this 13th day of August 1993.

Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr C. Kloot/tj.)

Saak 57558/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **F. J. A. Smith**, Eksekusieskuldenaar

Ingevolge uitspraak van die Landdros van Wynberg, en lasbrief vir eksekusie teen goed gedateer 2 Desember 1992, sal die ondervermelde eiendom op 6 Oktober 1993 om 09:00, te Landdroshof, Wynberg, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 13876, Mitchells Plain, groot 160 (eenhonderd-en-sestig) vierkante meter, gehou kragtens Akte van Transport T16773/1988, bestaande uit baksteen woning, geteelde dak, bestaande uit drie slaapkamers, sitkamer, kombuis, badkamer en toilet en 'n veselglas afdak.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Wynberg, nagesien word.

Gedateer te Kaapstad op die 10de dag van Augustus 1993.

Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, BP-sentrum, 1 Thibaultplein, Kaapstad. (Verw. RLR/dl/TR198/TS24.)

Case 4726/93

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

ABSA Bank Limited, trading as Allied Bank *versus* **Roderick Cliff Walter Williams, and Annelize Dorethy Williams**

The following property will be sold in execution in front of the Court-house for the District of Paarl, on Thursday, 7 October 1993 at 10:30, to the highest bidder:

Erf 19289, Paarl, in extent 146 square metres, held by T51438/1991, situated at 13 Hyacinth Street, Groenheuvel, Paarl East, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3A0348/gl.)

Case 3978/93

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

ABSA Bank Limited, trading as Allied Bank *versus* **Neville Romeo Pick, and Sharon Olivia Pick**

The following property will be sold in execution in front of the Court-house for the District of Paarl, on Thursday, 7 October 1993 at 10:30, to the highest bidder:

Erf 16757, Paarl, in extent 250 square metres, held by T46595/1990, situated at 35 Chopin Lane, Groenheuvel, Paarl East, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19% (nineteen 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. D3A0318/gl.)

Case 634/92

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

ABSA Bank Limited, trading as United Bank *versus* **Jacobus Johannes Abraham Cronje**

The following property will be sold in execution at the site of the property, 14 Rabie Street, Paarl, Cape, on Thursday, 7 October 1993 at 11:00, to the highest bidder:

Erf 2290, Paarl, in extent 674 square metres, held by T66771/1988, situated at 14 Rabie Street, Paarl, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Entrance, lounge, kitchen, three bedrooms and bathroom/toilet. *Flatlet*: Bedroom and shower/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0133/gl.)

Case 2309/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST**

In the matter between **Nedcor Bank Limited**, Judgment Creditor, and **Peter Ilgmann**, Judgment Debtor

In pursuance of a judgment on 24 June 1993, in the Somerset West Magistrate's Court, and under a writ of execution, issued thereafter, the immovable property listed hereunder will be sold in execution on 12 October 1993 at 14:30, at 13 Zandberg Road, Somerset West, to the highest bidder:

Description: Erf 8320, Somerset West, in the Municipality of Somerset West, Division of Stellenbosch, in extent one thousand and twenty-four (1 024) square metres.

Postal address: 13 Zandberg Road, Somerset West.

Improvements: With a dwelling thereon.

Held by the Defendant in his name under Deed of Transfer T3841/93.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Church Street, Somerset West.

Dated at Somerset West this 30th day of August 1993.

P. du Toit, for Morkel & De Villiers, Plaintiff's Attorney, Second Floor, Boland Bank Building, Main Road, Somerset West, 7130; P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.]

Case 1206/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Patricia Cecilia Mouwers**, First Defendant, and **Carol Shirley Mouwers**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution, dated 24 March 1993, the property listed hereunder, and commonly known as 21 Madison Drive, Colorado Park, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 11 October 1993 at 10:00, to the highest bidder:

Erf 235, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Administrative Division of the Cape, in extent 375 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 23rd day of August 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.1394.)

Case 15267/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Mark Melvin Zincke**, First Defendant, and **Avril Zenda Zincke**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 8 January 1993, the property listed hereunder, and commonly known as 24 Via Appia Street, Seacrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 11 October 1993 at 10:00, to the highest bidder:

Erf 44684, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 302 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 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 centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 23rd day of August 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.1326.)

Case 12637/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Hans Siegelaar**, First Defendant, and **Janine Lauretta Siegelaar**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 4 November 1992, the property listed hereunder, and commonly known as 5 Bluegum Place, Montclair, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 11 October 1993 at 10:00, to the highest bidder:

Erf 2086, Mandalay, situated in the Local Area of Mandalay, in the Administrative District of the Cape, in extent 349 square metres.

The following improvements are reported to be on property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 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 23rd day of August 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.1278.)

Case 19015/93

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Thomas Lucas**, First Defendant, **Sarah Lucas**, Second Defendant, and **Johanna Lucas**, Third Defendant

In pursuance of a judgment of the Magistrate's Court for the District of Wynberg, and writ of execution dated 14 June 1993, the property listed hereunder, and commonly known as 2 Hendricks Street, Athlone, the chosen domicilium citandi et executandi in terms of Mortgage Bond B53829/91, will be sold Execution in front of the Magistrate's Court, Wynberg, on Monday, 11 October 1993 at 10:00, to the highest bidder:

Erf 33358, Cape Town, at Athlone, in the Municipality of Cape Town, Cape Division, in extent 1 090 square metres.

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

(a) Single storey residence built of brick with sink roof, comprising of two bedrooms, lounge, kitchen, bathroom, toilet and w.c.

(b) Single storey residence built of brick with asbetos roof, comprising two bedrooms, lounge, bathroom, toilet 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 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 23rd day of August 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.1499.)

Case 8914/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Sarah Marie Smith**, First Defendant, and **Lilian Georgina Smith**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 20 July 1993, the property listed hereunder, and commonly known as 20 Anfield Road, The Leagues, Weltevreden Valley, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 11 October 1993 at 10:00, to the highest bidder:

Erf 1322, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, in extent 352 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 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 centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 23rd day of August 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.1495.)

Case 2924/92

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Clement Christopher Erispe**, First Defendant, and **Cheryl Gillian Erispe**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 24 February 1992, the property listed hereunder and commonly known as 18 Dunes Crescent, Weltevreden Valley, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 11 October 1993 at 10:00, to the highest bidder:

Erf 1655, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, in extent 525 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 23rd day of August 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.930.)

Case 972/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Anthony John Fester**, First Defendant, and **Michele Fester**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 13 January 1993, the property listed hereunder and commonly known as 12 Milano Crescent, Seacrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 11 October 1993 at 10:00, to the highest bidder:

Erf 44750, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 308 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 one and a half bathroom, shower and two toilets.

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 23rd day of August 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1041.)

Case 10552/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Martin van Schalkwyk**, First Defendant, and **Shereen Lavona van Schalkwyk**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 27 July 1993, the property listed hereunder and commonly known as 8 Picadilly Crescent, Hyde Park, Mitchells Plain, the chosen *domicilium citandi et executandi* in terms of Mortgage Bond B67179/91, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 11 October 1993 at 10:00, to the highest bidder:

Erf 2117, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, in extent 333 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The 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 24th day of August 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1504.)

Case 9605/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Hubert John Jack**, First Defendant, and **Cherise Desiree Jack**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 20 July 1993, the property listed hereunder and commonly known as 9 Protea Road, Lenteguur, Mitchells Plain, the chosen *domicilium citandi et executandi* in terms of Mortgage Bond B21832/88, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 11 October 1993 at 10:00, to the highest bidder:

Erf 5470, Mitchells Plain, in the Municipality of Cape Town, Division Cape, in extent 360 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, two bathrooms and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 24th day of August 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1493.)

Case 4149/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly Natal Building Society Limited, Plaintiff, and **Wayne Morris Johnson**, First Defendant, and **Mark Nolen Johnson**, Second Defendant, and **Volita Vanessa Overmeyer**, Third Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution dated 15 July 1993, the property listed hereunder, and commonly known as 2 Lourie Street, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Tuesday, 12 October 1993 at 09:00, to the highest bidder:

Erf 6181, Blue Downs, situated in the Lower Kuils River 1 Local Area, Division of Stellenbosch, in extent 359 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, open plan 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 23rd day of August 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1494.)

Case 2057/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly Natal Building Society Limited, Plaintiff, and **John Henry Koopman**, First Defendant, and **Gloria Anetta Koopman**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution dated 25 March 1993, the property listed hereunder, and commonly known as 7 Winton Road, Blue Downs, will be sold in execution in front of the Magistrate's Court Kuils River, on Tuesday, 12 October 1993 at 09:00, to the highest bidder:

Erf 53, Blue Downs, in the Lower Kuils 1 Local Area, Division Stellenbosch, in extent 296 square metres.

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

Single storey residence built of cement blocks with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 23rd day of August 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St. George's Mall, Cape Town. (Ref. S. Williams/N.1452.)

Case 5923/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly Natal Building Society Limited, Plaintiff, and **Peter Graham Josephs**, First Defendant, and **Alena Josephs**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 17 February 1993, the property listed hereunder, and commonly known as 25 Spurwing Drive, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Tuesday, 12 October 1993 at 09:00, to the highest bidder:

Erf 4337, Blue Downs, situate in the Lower Kuils River 1 Local Area, Division of Stellenbosch, in extent 319 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, toilet and shower.

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 23rd day of August 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St. George's Mall, Cape Town. (Ref. S. Williams/N.1136.)

Case 11326/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly Natal Building Society Limited, Plaintiff, and **Jeremy John Delport**, First Defendant, and **Eustacia Theresa Delport**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution dated 5 August 1993, the property listed hereunder, and commonly known as 15 Tarentaal Way, Electric City, Blue Downs, the chosen domicilium citandi et executandi in terms of Mortgage Bond B70306/90, will be sold in execution in front of the Magistrate's Court Kuils River, on Tuesday, 12 October 1993 at 09:00, to the highest bidder:

Erf 7976, Blue Downs, situate in the Blue Downs Local Area, Division of Stellenbosch, in extent 353 square metres.

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

Single storey residence built of cement blocks with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 26th day of August 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St. George's Mall, Cape Town. (Ref. S. Williams/N.1260.)

Case 15264/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Alfred Daniel Petersen**, First Defendant, and **Avril Christina Petersen**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 4 February 1993, the property listed hereunder and commonly known as 45 Capri Way, Seacrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 11 October 1993 at 10:00, to the highest bidder:

Erf 44838, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 292 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 27th day of August 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1321.)

Case 8445/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Rodney Gerald September**, Defendant

In the above matter a sale will be held on Friday, 1 October 1993 at 11:00, at the site of 27 Riverside Street, Riverside Park, Paarl, being:

Erf 18154, Paarl, in the Municipality and Administrative District of Paarl, measuring 260 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth (1/10) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 16% (sixteen per centum) per annum, is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed):

A brick dwelling, comprising of two bedrooms, open plan kitchen/lounge, pantry and bathroom/toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff, Paarl, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case 5000/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Maureen Grace Hunsinger**, Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the premises commonly known as 79 Parow Street, Parow, on Monday, 4 October 1993 at 11:45, namely:

Erf 0009526, Parow, situated in the Municipality of Parow, Division of the Cape, in extent 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T14375/1984, dated 19 March 1992, commonly known as 79 Parow Street, Parow, which property is said, without warranty as to the correctness thereof, to comprise of:

Four bedrooms, lounge, kitchen, toilet, bathroom and tiled roof.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.

2. One tenth (1/10) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The following improvements are on the property:

Four bedrooms, lounge, kitchen, toilet, bathroom and tiled roof.

5. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town this 24th day of August 1993.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs P. Waters/jm 20376.)

Case 606/93
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Charles Frederick Calitz**, First Defendant, and **Mariëtte Calitz**, 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 15 Hennie Winterbach Street, Panorama, on Wednesday, 27 October 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, Seventh Floor, 1 Boston Street, Bellville:

Erf 1842, Parow, situated in the Municipality of Parow, Cape Division, in extent 852 square metres, and situated at 15 Hennie Winterbach Street, Panorama.

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

A 254 (two five four) square metres main dwelling consisting of an entrance-hall, lounge, dining-room, family room, study, kitchen, laundry, pantry, four bedrooms, bathroom, bathroom with water closet and water closet, a 34 (three four) square metres outbuilding consisting of a water closet, shower and a swimming-pool.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

2. Auctioneer's charges, payable on the day of 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 September 1993.

W. D. Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S1039/2851.)

Saak 1304/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SWELLENDAM GEHOU TE SWELLENDAM

In die saak tussen **Allied Bank**, Eksekusieskuldeiser, en **Brede Vrede Investments CC**, Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Paarl, gehou te Paarl, en lasbrief gedateer 16 Februarie 1993, sal die volgende onroerende eiendom hieronder beskryf, geregteik te Brede Vrede Investments CC, Stoffelsrivier, aan die Breederivier, distrik Swellendam, verkoop word op Donderdag, 7 Oktober 1993 om 11:00, aan die hoogste bieder.

Gedeeltes 3, 15 en 16, in die munisipaliteit en afdeling Swellendam, groot 23, 52 en 52 vierkante meter onderskeidelik, synde Gedeelte 6 van die plaas Stoffelsrivier 494, geleë in die distrik Swellendam.

Terme:

1. Die verkoping sal aan die hoogste bieder geskied, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls en bepalings wat daarvolgens en volgens die transportaktes gemaak is in soverre dit van toepassing is.

2. Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die afslaer. Die balans tesame met rente bereken daarop teen 15,75% (vyftien komma sewe vyf per sent) per jaar tot datum van registrasie van die transport, moet binne 14 dae betaal word, of verseker word deur 'n bank- of bougenootskapwaarborg.

3. Die koper sal alle transportkoste (insluitende hereregte of Belasting op Toegevoegde Waarde) en alle koste wat daarmee gepaard gaan, betaal.

4. Die ander voorwaardes en terme lê ter insae by die kantore van die Balju van die Hof, Landdroskantoor, Swellendam.

Gedateer te Paarl op hierdie 1ste dag van September 1993.

Faure & Faure, Eiser se Prokureurs, Hoofstraat 227, Paarl.

Case 1882/93

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

Nedcor Bank Limited versus Nancy Joyce Reid

In pursuance of a judgment dated 25 August 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, 1 October 1993 at 15:00:

Erf 1758, Walmer, in the Municipality and Division of Port Elizabeth, in extent 1 451 (one thousand four hundred and fifty-one) square metres, situated at 88 Heugh Road, Walmer, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey conventional dwelling under an iron roof, consisting of five bedrooms, three and a half bathrooms, two kitchens, two lounges and a garage.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R100 plus VAT] are also payable on date of sale.

Dated this 30th day of August 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 20413/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited versus Zandisile Mali

In pursuance of a judgment dated 15 July 1993, and an attachment on 27 August 1993, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 1 October 1993 at 14:15:

Erf 4062, Motherwell, situated in the area of the Motherwell Town Council, Administrative District of Uitenhage, in extent 207 (two hundred and seven) square metres, situated at 44 Zweliyazuza Street, Motherwell N.U.2, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges 4% (four per centum) are also payable on date of sale.

Dated on the 2nd day of September 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 10734/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited versus Nolitha Emmarentia Magadla, N.O. and Nolitha Emmarentia Magadla

In pursuance of a judgment dated 1 June 1993, and an attachment on 28 June 1993, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 1 October 1993 at 14:15:

Erf 42021, Ibhayi at Zwide, Administrative District of Port Elizabeth, in extent 312 (three hundred and twelve) square metres, situated at 5 Mbanga Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge, kitchen and garage.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, 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 centum) are also payable on date of sale.

Dated on the 1st day of September 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 3795/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, Plaintiff versus Nokhululekile Philda Boo! N.O., First Defendant, and Nkhululekile Philda Boo!, Second Defendant

In pursuance of a judgment dated 2 March 1993, and an attachment on 22 April 1993, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 1 October 1993 at 14:15:

Erf 31986, Zwide, in the Administrative District of Port Elizabeth, in extent 279 (two hundred and seventy-nine) square metres, situated at 16 Mntoza Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached concrete block dwelling under an asbestos roof consisting of three bedrooms, lounge, kitchen and carport.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges 4% (four per centum) are also payable on date of sale.

Dated on the 30th day of August 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 11665/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Arthur Wilhelm Diergaardt**, First Defendant, and **Miranda Sandra Magdelene Diergaardt**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River and writ of execution dated 10 Februarie 1993, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Monday, 4 October 1993 at 09:00, to the highest bidder:

Certain Erf 9899, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl, in extent 743 (seven hundred and forty-three) square metres, held by Deed of Transfer T10672/86, also known as 289 Ninth Avenue, Kraaifontein, 7570.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, kitchen, three bedrooms, bathroom, w.c. and garden shed.

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 this the 30th day of August 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W15143.)

Case 8632/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Dula Adams**, First Defendant, and **Sena Adams**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution dated 29 August 1991 the following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 4 October 1993 at 09:00, to the highest bidder:

Certain Erf 1783, Eerste River, in the Melton Rose Local Area, Administrative District of Stellenbosch, in extent 331 (three hundred and thirty-one) square metres, held by Deed of Transfer T1551/88, also known as 7 Hamlet Close, Stratford, Eerste River.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the 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 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 August 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP WU7339.)

Case 6485/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Plaintiff, and **Allister Leon Dyers**, First Defendant, and **Valerie Ursula Dyers**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution dated 23 June 1993, the following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 4 October 1993 at 09:00, to the highest bidder:

Certain Erf 1115, Gaylee, in the Melton Rose Local Area, Stellenbosch Division, in extent 250 (two hundred and fifty) square metres, held by Deed of Transfer T49947/87, also known as 78 Dennewere Drive, Dennewere, Blackheath.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (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 and may be inspected at his office.

Dated at Bellville on the 30th day of August 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP Z19820.)

Case 11080/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN****ABSA Bank Limited, trading as United Bank versus Terence Graham Hendricks and Zenia Ashley Hendricks**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 6 October 1993 at 10:00, to the highest bidder:

Erf 10179, Mitchells Plain, in extent 152 square metres, held by T84337/1992, situated at 101 Sunflower Crescent, Lenteguur, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed: Dwelling, lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3U0283/gl.)

Case 2406/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG****ABSA Bank Limited, trading as United Bank versus Alfred van Rooyen and Maria Marie van Rooyen**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 6 October 1993 at 10:00, to the highest bidder:

Erf 27533, Mitchells Plain, in extent 221 square metres, held by T22904/1991, situated at 33 Cederberg Street, Tafelsig, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed: Dwelling, lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U0093/gl.)

Case 43111/89**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG****ABSA Bank Limited, trading as United Bank versus Edward George Timotheus and Patricia Elaine Timotheus**

The following property will be sold in execution in front of the Court-house, for the District of Wynberg, on Wednesday, 6 October 1993 at 10:00, to the highest bidder:

Erf 1572, Mandalay, in extent 515 square metres, held by T60090/1987, situated at 23 Jerome Avenue, Mandalay, Cape.

1. The following improvements are reported but not guaranteed: Dwelling, lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D9U2222/gl.)

Case 6679/92

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

In the matter between **ABSA Bank Limited**, trading as United Bank *versus* **Ernest David Middleway** and **Felicia Middleway**

The following property will be sold in execution in front of the Court-house, for the District of Wynberg, on Wednesday, 6 October 1993 at 10:00, to the highest bidder:

Erf 83923, Cape Town at Retreat, in extent 549 square metres, held by T6546/1991, situated at 4 Harley Street, Retreat, Cape.

1. The following improvements are reported but not guaranteed: Vacant land.

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. D2U0288/gl.)

Case 751/93

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

ABSA Bank Limited, trading as United Bank *versus* **Dennis Desmond Park** and **Ethel Park**

The following property will be sold in execution at the site of the property, 2A Disa Street, Greyton, Cape, on Friday, 15 October 1993 at 11:00, to the highest bidder:

Erf 914, Greyton, in extent 999 square metres, held by T37759/1989, situated at 2A Disa Street, Greyton, Cape.

1. The following improvements are reported but not guaranteed: Dwelling, lounge/kitchen, two bedrooms, bathroom/toilet and shower.

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. D2U0417/gl.)

Case 428/92

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

In the matter between **United Bank**, a division of ABSA Bank Limited, Judgment Creditor, and **Kathryn Elizabeth Howarth**, Judgment Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Hopefield and writ of execution dated 7 July 1993, the following property will be sold in execution, at the premises, on Wednesday, 6 October 1993 at 12:00, to the highest bidder:

Certain Erf 2552, Langebaan, in the Municipality of Vredenburg-Saldanha, Division of Malmesbury, in extent 2,3586 (two comma three five eight six) hectares, held by Deed of Transfer T8316/1992, also known as 14 Summerveld Road, Longacres, Langebaan.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: Vacant land.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 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 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 of the Court immediately prior to the sale may be inspected at his office.

S. G. Hoffman, Swart & Meyer, United Building Society, 31 Lady Grey Street, Paarl. (Verw. Z. K. Meyer.)

Case 7747/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **M. Ntshika**, First Defendant, and **M. Qotya**, Second Defendant

On 12 October 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Stand 19780, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL13652/90, measuring 150 (one hundred and fifty) square metres.

Improvements (which are not warranted to be correct and not guaranteed): Detached single storey brick and or cement residence under iron roof consisting of lounge, bathroom, kitchen and bedroom/s.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's office.

Dated at Cape Town on this the 25th day of August 1993.

J. H. Heyns, for Heyns & Partners Inc., Fifth Floor, 45 On Castle, 45 Castle Street, Cape Town.

Case 16314/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **N. V. Mtweku**, Defendant

On 12 October 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Stand 20079, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL5763/90, measuring 165 (one hundred and sixty-five) square metres.

Improvements (which are not warranted to be correct and not guaranteed): Detached single storey brick and or cement residence under iron roof consisting of lounge, bathroom, kitchen and bedroom/s.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's office.

Dated at Cape Town on this 28th day of August 1993.

J. H. Heyns, for Heyns & Partners Inc., Fifth Floor, 45 On Castle, 45 Castle Street, Cape Town.

Case 16281/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Q. W. Msomi**, First Defendant, and **S. A. Msomi**, Second Defendant

On 12 October 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Stand 19233, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL3480/91, measuring 253 (two hundred and fifty-three) square metres.

Improvements (which are not warranted to be correct and not guaranteed): Detached single storey brick and or cement residence under iron roof consisting of lounge, bathroom, kitchen and bedroom/s.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's office.

Dated at Cape Town on this 25th day of August 1993.

J. H. Heyns, for Heyns & Partners Inc., Fifth Floor, 45 On Castle, 45 Castle Street, Cape Town.

Case 7728/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD MITCHELLS PLAIN

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **K. A. Msongelwa**, Defendant

On 12 October 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Stand 20567, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL29953/90, measuring 150 (one hundred and fifty) square metres.

Improvements (which are not warranted to be correct and not guaranteed): Detached single storey brick and or cement residence under iron roof consisting of lounge, bathroom, kitchen and bedroom/s.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's office.

Dated at Cape Town on this 25th day of August 1993.

J. H. Heyns, for Heyns & Partners Inc., Fifth Floor, 45 On Castle, 45 Castle Street, Cape Town.

Case 137/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **M. J. Monela**, First Defendant, and **N. V. Monela**, Second Defendant

On 12 October 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Stand 21306, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL73431/89, measuring 104 (one hundred and four) square metres.

Improvements (which are not warranted to be correct and not guaranteed): Detached single storey brick and or cement residence under iron roof consisting of lounge, bathroom, kitchen and bedroom/s.

The material conditions of sale are:

1. Voetstoots and without reserve;
2. Deposit of 10% (ten per centum) cash;
3. Possession and occupation on payment of deposit and costs;
4. Further conditions available for inspection at Sheriff's office.

Dated at Cape Town on this the 25th day of August 1993.

J. H. Heyns, for Heyns & Partners Inc., Fifth Floor, 45 On Castle, 45 Castle Street, Cape Town.

Case 7748/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Khayaletu Home Loans**, Plaintiff, and **A. M. Lindie**, First Defendant, and **D. K. Mpongsohe**, Second Defendant

On 12 October 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Stand 19205, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL59705/90, measuring 150 (one hundred and fifty) square metres.

Improvements (which are not warranted to be correct and not guaranteed): Detached single storey brick and or cement residence under iron roof consisting of lounge, bathroom, kitchen and bedroom/s.

The material conditions of sale are:

1. Voetstoots and without reserve;
2. Deposit of 10% (ten per centum) cash;
3. Possession and occupation on payment of deposit and costs;
4. Further conditions available for inspection at Sheriff's office.

Dated at Cape Town on this the 25th day of August 1993.

J. H. Heyns, for Heyns & Partners Inc., Fifth Floor, 45 On Castle, 45 Castle Street, Cape Town.

Saak 5187/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Bpk.**, Vonnisskuldeiser, en **Eric Mlawuli Mfuku**, Eerste Vonnisskuldenaar, en **Phozisa Patience Mfuku**, Tweede Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros, Paarl, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Maandag, 4 Oktober 1993 om 11:00, te Octavestraat 39, New Orleans, Paarl:

Erf 16532, Paarl, in die munisipaliteit en afdeling Paarl, groot 230 (twee honderd en dertig) vierkante meter, gehou deur die Vonnisskuldenaars kragtens Transportakte T76707/92 en geleë te Octavestraat 39, New Orleans, Paarl, onderworpe aan die veilingvoorwaardes hieronder uiteengesit.

Veilingvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig en die reëls daaronder uitgevaardig.
2. Een-tiende ($\frac{1}{10}$) van die koopprys is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprys tesame met rente daarop bereken teen die heersende prima bankkoers van Nedcor Bank Beperk vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.
3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste, insluitende B.T.W.
4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.
5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Paarl.

Gedateer te Paarl hierdie 17de dag van September 1993.

Van Wyk Gaum Fouchee Ing., Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Case 12731/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **John Matwan**, First Defendant, and **Siena Christina Matwan**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution dated 19 October 1992, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Monday, 4 October 1993 at 09:00, to the highest bidder:

Certain Erf 2873, Kleinvlei, in the Local Area of Melton Rose, Administrative District of Stellenbosch, in extent 216 (two hundred and sixteen) square metres, held by Deed of Transfer T32324/87, also known as 12 Blank Street, Melton Rose, Eerste River, 7100.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.
2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising 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 this the 26th day of August 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W15496.)

Case 10777/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Shaun Ernest Prinsloo**, First Defendant, and **Marlene Prinsloo**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution dated 11 March 1993, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Monday, 4 October 1993 at 09:00, to the highest bidder:

Certain Erf 1538, Kleinvlei, in the Melton Rose Local Area, Division of Stellenbosch, in extent 680 (six hundred and eighty) square metres, held by Deed of Transfer T29656/88, also known as 51 Mahonie Street, Forest Heights, Melton Rose, Eerste River, 7100.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising 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 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 this the 26th day of August 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W14871.)

Saak 181/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KENHARDT GEHOU TE POFADDER

In die saak tussen **Pofadder Munisipaliteit**, Eksekusieskuldeiser, en **Willem Jakobus Julie, Thomas Julie, Johannes Julie, Coenraad Josef Saal, Dirk Jakobus Julie, Jacobus van Schalkwyk, Monica Mareline Julie, en Henry Joseph Julie**, Eksekusieskuldenaars

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 1 Februarie 1993, sal ondervermelde eiendom geregtelik verkoop word op 22 Oktober 1993 om 10:00, te die Landdroskantore, Skoolstraat, Pofadder, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 283, Pofadder, geleë in die Munisipaliteit Pofadder, afdeling Kenhardt, groot 496 vierkante meter, gehou kragtens Transportakte 36133/86.

Op hierdie eiendom is 'n drievertrekwoonhuis gebou maar niks word gewaarborg nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, te Buitekantstraat, Pofadder. Die belangrikste voorwaardes daarin vervat is die volgende:

1. Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word.

2. Die koper sal onmiddellik nadat die bod op hom toegeslaan is, 'n deposito van 10% (tien persent) van die koopprijs in kontant aan die Balju betaal en die balans koopprijs plus rente, sal betaalbaar wees by registrasie van transport in naam van die koper en die koper sal binne 14 dae na datum van verkoping aan die Balju, 'n bank- of bougenootskapwaarborg verstrek, wat deur die Vonnisiskuldeiser se prokureur goedgekeur moet word.

Geteken te Keimoes hierdie dag van Augustus 1993.

Van Niekerk & Brink, Prokureurs vir die Eksekusieskuldeiser, Hoofstraat, Posbus 39, Keimoes, 8860.

Case 8383/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Gerrit Silver**, First Defendant, and **Anna Heynse**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution dated 5 August 1993, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Monday, 4 October 1993 at 09:00, to the highest bidder:

Certain Erf 3541, Eerste River, in the Local Area of Lower Kuilsriver 1, Administrative District of Stellenbosch, in extent 325 (three hundred and twenty-five) square metres, held by Deed of Transfer T72662/89, also known as 25 Beefwood Street, Beverly Park, Eerste River, 7100.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any Preferent Creditor then also the interest payable upon such Preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on this the 27th day of August 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP Z20580.)

Case 5967/93

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

In the matter between **First National Bank of Southern Africa Limited** (No. 05/01225/06), Plaintiff, and **William David Fortuin**, and **Shereen Jeanette Fortuin**, married in community of property to each other, Defendants

In the above matter a sale will be held on Wednesday, 6 October 1993 at 11:30, at the site being Erf 26440, Goodwood, situated in the Local Area of Elsies River, Cape Division, measuring three hundred and ninety-eight (398) square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): Asbestos roof building block walls, lounge, kitchen, three bedrooms, bathroom and separate toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Goodwood, and at the offices of the undersigned.

Dated at Grassy Park on this the 11th day of August 1993.

E. W. Domingo & Associates, Plaintiff's Attorneys, Grassy Park Shopping Centre, Victoria Road, Grassy Park. (Tel. 706-2873/4/5.)

Case 12595/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **First National Bank of S A Limited**, Execution Creditor, and **Gamat Yusuf de Jongh**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, and writ of execution dated 13 July 1993, the following property will be sold in execution on Wednesday, 13 October 1993 at 10:00, to the highest bidder at 9 Tinus de Jongh Street, New Woodlands, Mitchells Plain.

Certain Erf 38232, Mitchells Plain, in the Municipality of Cape Town, Cape Division, measuring 358 (three hundred and fifty-eight) square metres, held by Deed of Transfer T44662/92, also known as 9 Tinus de Jongh Street, New Woodlands, Mitchells Plain, consisting of brick dwelling consisting of three bedrooms, bathroom, kitchen and lounge under an asbestos roof.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such Preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantees to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Wynberg this 31st day of August 1993.

Buchanan Boyes Thompson Smithers, Attorney for Execution Creditor, 1 Cornwall Place, Wynberg.

Case 20196/93

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

In the matter between **First National Bank of S A Limited**, Execution Creditor, and **Saait Galant**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Wynberg, and writ of execution dated 14 July 1993, the following property will be sold in execution, on Wednesday, 13 October 1993 at 14:00, to the highest bidder at 10-10a, Fourth Avenue, Sherwood Park.

Certain Erf 96, Sherwood Park, in the Municipality of Cape Town, Cape Division, measuring 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T25325/1977, also known as 10-10a, Fourth Avenue, Sherwood Park, consisting of double storey building under corrugated iron roof, consisting of two shops at the bottom and apartments upstairs.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any Preferent Creditor then also the interest payable upon such Preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantees to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Wynberg this 30th day of August 1993.

Buchanan Boyes Thompson Smithers Inc., Attorney for Execution Creditor, 1 Cornwall Place, Wynberg.

Case 3196/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Cape of Good Hope Bank Ltd**, Plaintiff, and **P. J. Wilscott**, First Defendant, and **Mrs M. M. Wilscott**, Second Defendant

Be pleased to take notice that in pursuance of a judgment of the above Honourable Court and a warrant of execution, the undermentioned immovable property will be sold in execution at 2 Octopus Street, Gordons Bay, on 6 October 1993 at 11:00:

The property comprises of detached house with entrance-hall, lounge, dining-room, kitchen, three bedrooms, laundry, two bathrooms, double garage, carport, maid's room, toilet, shower and balcony.

The property is more fully described as follows: Erf 974, Gordons Bay, in the Municipality of Gordons Bay, Division of Stellenbosch, measuring 713 square metres, held by Deed of Transfer T47598/1991.

The property will be sold voetstoots and without warranty, the price being payable either in cash on sale or as to 10% (ten per cent) of the purchase price in cash on sale and the balance against transfer, such balance to be secured by a bank or building society guarantee to be furnished to the Sheriff of Court within fourteen (14) days after the date of the sale. If transfer of the property is not registered within one month after the date of sale, the purchaser shall be liable for payment of interest to the Plaintiff at the rate of 18,25% (eighteen comma two five per centum) per annum on the balance of the purchase price as from the expiration of one month after the sale to date of registration of transfer.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the said Court.

Dated at Cape Town the 23rd day of August 1993.

P. P. Pickup, for Peter Pickup & Associates, Plaintiff's Attorneys, St George's Centre, 13 Hout Street, Cape Town, 8001.

Case 16193/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, Plaintiff, and **Mildred van Harte (NB0004)**, Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 6 October 1993 at 09:45:

Property: Erf 8306, Brackenfell, in the Scottsdene Local Area, Division of Stellenbosch, measuring 514 (five hundred and fourteen) square metres, held by Deed of Transfer T60621/1988, more specifically known as 7 Amarella Way, Northpine, Brackenfell.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.
2. The property will be sold voetstoots to the highest bidder.
3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Date: 20 August 1993.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow.

Auctioneer for Plaintiff, Sheriff, Magistrate's Court, 29 Northumberland Road, Bellville. (Ref. A. Matthee.)

Case 456/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, Plaintiff, and **R. H. Peters (NB0047)**, First Defendant, and **Mrs M. Peters (NB0047)**, Second Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 7 October 1993 at 09:00:

Property: Erf 5864, Blue Downs, in the Local Area of Blue Downs, Administrative District of the Cape, measuring 300 (three hundred) square metres, held by Deed of Transfer T36136/1987, more specifically known as 35 Lynette Close, Brentwood Park, Blue Downs.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.
2. The property will be sold voetstoots to the highest bidder.
3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Dated the 20th day of August 1993.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. (Ref. H. M. P. Kruger/jk.) Auctioneer for Plaintiff, Sheriff - Magistrate's Court, 29 Northumberland Road, Bellville. (Ref. A. Matthee.)

Case 245/93

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

In the matter between **ABSA Bank Limited** (trading as Allied Bank), Plaintiff, and **Dickie & Sons CC**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Robertson, and writ of execution dated 19 May 1993, the following property will be sold in execution, at the site of the property, corner of Van Zyl and Keerom Streets, Robertson, 6705, on Wednesday, 6 October 1993 at 11:00, to the highest bidder:

Certain Erf 435 and 436, Robertson, in the Municipality of Robertson, Division of Robertson, in extent 1 071 (one thousand and seventy-one) square metres, held by Deed of Transfer T32812/91, also known as corner of Van Zyl and Keerom Streets, Robertson, 6705.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.
2. The following improvements on the property are reported but nothing is guaranteed: Business premises combined with a dwelling comprising a lounge/dining-room, kitchen, three bedrooms, bathroom with w.c. and shower, single garage and carports.

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% (seventeen 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 23rd day of August 1993.

G. Visser, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP Z18192.)

Case 1797/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Freddeline September**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Malmesbury dated 15 July 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 21 October 1993 at 10:00:

Erf 2298, Malmesbury, in the Municipality and Division of Malmesbury, in extent 306 (three hundred and six) square metres.

Street address: 47 Zinnia Avenue, Malmesbury.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Lounge, kitchen, two bedrooms and bathroom/w.c.

3. The full 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, 11 St Johns Street, Malmesbury.

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 25th day of August 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 7546/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited** (United Bank Division), Execution Creditor, and **Johannes Kammies**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 21 July 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 October 1993 at 09:00:

Erf 5683, Blue Downs, in the Local Area of Blue Downs, Stellenbosch Division, in extent 180 (one hundred and eighty) square metres.

Street address: 2 Plane Street, Hindle Park, Kuils 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, bathroom, toilet, lounge and kitchen.

3. The full 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 25th day of August 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 2499/93

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

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **Delycia Freda du Plessis**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Bellville dated 21 July 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 14 October 1993 at 11:00:

Erf 1090, Eversdale in the Municipality of Bellville, Cape Division, in extent 1079 (one thousand and seventy-nine) square metres.

Street address: 91 Panorama Avenue, Stellenberg, Bellville.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetsoots 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, two bathrooms/shower/toilet, kitchen, dining-room, lounge, scullery, TV-room, study, outside room with toilet and shower, swimming-pool 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 16,5% (sixteen 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 this 25th day of August 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 11184/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Edwin Desmond Morris & Hermina Wilhelmina Morris**, Defendants

The following property will be sold in execution, voetsoots and without reserve, to the highest bidder, at the Magistrate's Court, Goodwood on 13 October 1993 at 11:00:

Erf 14166, Goodwood, situated in the Local Area of Elsie's River, Division of the Cape, in extent 471 square metres, also known as 7 24th Avenue, Elsie's River.

Conditions:

1. The following information is furnished, but not guaranteed: Brick dwelling under asbestos roof with lounge, kitchen, three bedrooms, bathroom, toilet, store-room, servant's room and garage.

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 27th day of August 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Saak 4881/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **ABSA Bank Beperk**, Eiser, en **A. Dippenaar**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Hof gedateer 27 Mei 1993, sal die hiernagenoemde vaste eiendom in eksekusie verkoop word op Donderdag, 7 Oktober 1993 om 10:30, op die perseel te Tintinkiestraat 1, Kuilsrivier, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju, by die veiling uitgelees sal word:

Erf 5429, Kuilsrivier, in die munisipaliteit Kuilsrivier en afdeling Stellenbosch, groot 783 (sewehonderd drie-en-tagtig) vierkante meter, gehou kragtens Transportakte T52468/1988, ook bekend as Tintinkiestraat 1, Kuilsrivier.

Betaalvoorwaardes: Tien per centum (10%) van die koopprys en afslaaersgelde in kontant op die veilingsdag, saldo teen oordrag wat verseker moet word deur bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingsdatum by die Balju en/of Eiser se prokureurs ingelewer moet wees.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Northumberlandstraat 29, Bellville, Tel. No. 948-8326/7.

Gedateer te Bellville hede die 30ste dag van Augustus 1993.

A. H. der Kinderen, Bornman & Hayward, Saambougebou, Kruskallaan 14, Bellville. (Verw. E. De Waal.)

Saak 16889/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Eerste Nasionale Bank van Suid-Afrika Beperk**, Eiser, en **Phillip Wilhelm Matthee**, Verweerder Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Vrydag, 8 Oktober 1993 om 12:30, by die perseel te Sarel Cilliersstraat, Parow:

Die onroerende eiendom staan bekend as Erf 19887, Parow, in die munisipaliteit Parow, afdeling Kaap, groot 433 (vierhonderd drie-en-dertig) vierkante meter, gehou kragtens Transportakte T54631/87.

Veilingsvoorwaardes:

1. Die veiling is onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe No. 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande titelakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalinge van artikel 66 van voormelde wet.

2. Een tiende ($\frac{1}{10}$) van die koopprijs moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprijs, tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingsdatum deur middel van 'n bank- of bougenootskapwaarborg, gewaarborg word.

3. Die volgende verbeterings is op die eiendom aangebring (niks in hierdie verband word gewaarborg nie): 'n Enkelverdieping baksteenhuus bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer, toilet, eetkamer en motorhuis.

4. Verdermeer, onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Northumberlandlaan 29, Bellville.

Geteken te Bellville, op die 1ste dag van September 1993.

D. Nel, vir Van Reenen & Vennote, Prokureurs vir Eiser, Tygerbergseentrum 301, Voortrekkerweg, Bellville. [Tel. (021) 94-3701.] (Verw. D. Nel/ba.)

Case 22977/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Temba Victor Ngesi**, Defendant

In pursuance of a judgment dated 5 August 1993 and an attachment on 27 August 1993, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction, on 1 October 1993 at 14:15:

Erf 1598, Motherwell, NU6, Administrative District of Uitenhage, in extent 330 (three hundred and thirty) square metres, situated at 28 Mbedlana Street, Motherwell, NU6.

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, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty one) days of sale. Sheriff's charges 4% (four per cent) are also payable on date of sale.

Dated at Port Elizabeth on this the 1st day of September 1993.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 21944/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Setibatibe Solomon Kakuli**, Defendant

In pursuance of a judgment dated 27 July 1993 and an attachment on 27 August 1993, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on 1 October 1993 at 14:15:

Erf 1751, Motherwell, NU6, Administrative District of Uitenhage, in extent 315 (three hundred and fifteen) square meters, situated at 33 Mendu Street, Motherwell, NU6.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under a tiled roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale. Sheriff's charges 4% (four per cent) is also payable on date of sale.

Dated at Port Elizabeth on this the 1st day of September 1993.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 22974/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Hobson Khulile Mahola**, Defendant

In pursuance of a judgment dated 5 August 1993 and an attachment on 27 August 1993, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on 1 October 1993 at 14:15:

Erf 1223, Motherwell, NU7, Administrative District of Uitenhage, in extent 260 (two hundred and sixty) square metres, situated at 90 Mpheko Street, Motherwell, NU7.

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, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale. Sheriff's charges 4% (four per cent) are also payable on date of sale.

Dated at Port Elizabeth on this the 1st day of September 1993.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 11939/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Michael Imaneul Smith** and **Mary Smith**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Wynberg, on 13 October 1993 at 10:00:

Erf 24702, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 126 square metres, also known as 5 Carnation Road, Lentegeur, Mitchells Plain.

Conditions:

1. The following information is furnished, but not guaranteed:

Semi-detached, double-storey dwelling with lounge, kitchen, three bedrooms, bathroom and toilet.

2. **Payment:** 10% (ten per cent) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. **Conditions:** The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town on this the 1st day of September 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 9765/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Cyril Robert Andrew Carelse**, First Defendant, and **Erna Helena Carelse**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, 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 Kuils River, on Monday, 4 October 1993 at 09:00, to the highest bidder:

Certain: Erf 1005, Eerste River, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 304 (three hundred and four) square metres, held by Deed of Transfer 36289/91, also known as 18 Myra Street, Kleinvele, Eerste River, 7100.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

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

A dwelling comprising a lounge, kitchen, three bedrooms, bathroom, w.c. and single garage.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 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 this 31st day of August 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W14465.)

Case 11350/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Albert Daniel de Villiers**, First Defendant, and **Debra Wilkinson**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution dated 2 July 1993, the following property will be sold in execution, in front of the Court-house for the District of Kuils River on Monday, 4 October 1993 at 09:00, to the highest bidder:

Certain: Erf 4401, Eerste River, in the Local Area of Melton Rose, Division of Stellenbosch, in extent 265 (two hundred and sixty-five) square metres, held by Deed of Transfer T33914/90, also known as 54 Mountain Avenue, Hamilton Estate, Eerste River, 7100.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, 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 seventeen comma two five per centum (17,25%) 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 31st day of August 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W15020.)

Case 5639/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Anthony Niel Nathan**, First Execution Debtor, and **Amanda Adele Nathan**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 28 July 1993, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court-house at Kuils River, to the highest bidder on 4 October 1993 at 09:00:

Erf 4299, Kleinvlei, in the Local Area of Blue Downs, Stellenbosch Division, in extent 383 (three hundred and eighty-three) square metres.

Street address: 28 Beryl Street, Kleinvlei.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Dining-room, kitchen, three bedrooms and bathroom/w.c.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 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 19,5% (nineteen 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 2nd day of September 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Saak 541/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VRYBURG GEHOU TE VRYBURG

In die saak tussen **Nedperm Bank Beperk**, Eiser, en **C. J. Fourie**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 11 Maart 1991, sal die hiernavermelde vaste eiendom in eksekusie verkoop word op 8 Oktober 1993 om 10:00, voor die Landdroskantore, Vryburg, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Erf 2833, Vryburg, geleë in die munisipaliteit Vryburg, afdeling Vryburg, groot 1 249 vierkante meter, ook bekend as Stellastraat 114, Vryburg.

Voorwaardes: Een tiende ($\frac{1}{10}$) van die koopprys in kontant of deur middel van 'n bankgewaarborgde tjek aan die Balju, vir die rekening van die Vonniskskuldeiser, betaling waarvan op die verkoopdatum moet geskied. Die balans is betaalbaar teen oordrag en moet verseker word deur 'n bank- of bouverenigingswaarborg, deur die koper binne 14 (veertien) dae na die verkoping verskaf word.

Die volledige verkoopvoorwaardes lê vir inspeksie by die Balju se kantoor gedurende kantoorure.

Geteken te Vryburg op hierdie 2de dag van September 1993.

Dawid Viviers, Prokureurs vir Eiser, p.a. Du Plessis-Viviers, Markstraat 136, Posbus 2010, Vryburg, 8600.

Saak 8385/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk**, Eiser, en **D. M. Barbeau**, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier gedateer 11 Augustus 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Sirkelweg 45, Forest Park, Eersterivier, per publieke veiling te koop aangebied op 13 Oktober 1993 om 09:00:

Erf 2090, Eersterivier, ook bekend as Sirkelweg 45, Forest Park, Eersterivier, Afdeling Stellenbosch, groot 258 vierkante meter, gehou kragtens Transportakte T54403/92.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By 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 betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 18% (agtien persent per jaar) op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonniskskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer op hierdie 2de dag van September 1993.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EBN 331.)

Case 1712/86

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBANY HELD AT GRAHAMSTOWN

In the matter between **Albert Co-Op Limited**, Plaintiff, and **J. N. Goosen**, Defendant

Notice is hereby given that, in terms of a judgment of the above-mentioned Honourable Court granted on 11 December 1986, the following immovable property will be sold:

Three-bedroomed house, with two bathrooms, lounge, dining-room, kitchen and double garage, constructed from face-brick and with a tiled roof, in good condition.

The sale will take place at the address of the property, 8 Setaria Street, Cradock, on 18 October 1993 at 10:00.

Conditions of sale:

1. The property will be sold by public auction, voetstoots, to the highest bidder, subject to such servitudes and title conditions as to which they may presently be subject as reflected in the title deeds.

2. The buyer will pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission, on the date of sale, in cash. The balance of the purchase price is payable against transfer of the relevant properties and will be secured by the provision of a bank or building society guarantee, presented to the Sheriff within 14 days of the date of sale.

3. The complete conditions of sale relevant to the above-mentioned sale, are available for inspection at the offices of the Plaintiff's attorneys, and at the offices of the Sheriff of the Supreme Court, Cradock, 68 Adderley Street, Cradock. Tel. (0481) 3007.

Dated at Grahamstown on this 3rd day of September 1993.

Wheeldon Rushmere & Cole, Attorneys for Plaintiff, 119 High Street, Grahamstown. [Tel. (0461) 2-7005.] (Ref. Mr Schoeman.)

Case 45146/89

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

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **A. M. A. van Schoor**, Judgment Debtor

In execution of the judgment of the Magistrate's Court, Wynberg, on 24 January 1990, in the above matter, a sale will be held at the site on 6 October 1993 at 12:00, of the following immovable property which is hereby sold in execution:

Erf 362, Mitchells Plain, in the Municipality of Cape Town, Cape Division, measuring one hundred and ninety-five (195) square metres, held by Deed of Transfer T24327/88, also known as 32 Koomhoop Street, Westridge, Mitchells Plain, Cape, comprising of a single brick dwelling under tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, 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 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 transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The full conditions of sale which will be read out by the Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Magistrate's Court or at the auctioneer's office.

Dated at Mitchells Plain this 30th day of August 1993.

Papier, Charles & Associates, Attorneys for Judgment Creditor, Suite 12, The Plain, Allegro Lane, Town Centre, Mitchells Plain. (Ref. MO/MLB/CL 184/92.)

Saak 5566/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Owen Wiggins Trust Participation Nominees (Pty) Ltd**, Vonnisskuldeiser, en **Abdullah Fakier**, Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Paarl, in bogenoemde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Maandag, 11 Oktober 1993 om 11:00, te Hoofstraat 470A, Noorder Paarl, Restant Erf 8934, Paarl, in die munisipaliteit en afdeling Paarl, groot 1 733 (eenduisend sewehonderd drie-en-dertig) vierkante meter, gehou deur die Vonnisskuldenaar kragtens Transportakte T53751/1992, en geleë te Hoofstraat 470A, Noorder Paarl, onderworpe aan die veilingvoorwaardes hieronder uiteengesit:

Veilingvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalings van die Wet op Landdroshof, Wet No. 32 van 1944, soos gewysig en die reëls daaronder uitgevaardig.

2. Een tiende van die koopprijs is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprijs tesame met rente daarop bereken teen die heersende prima bankkoers van Owen Wiggins Trust Participation Nominees (Pty) Ltd, vanaf die datum van die geregtelike veiling tot datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste, insluitende BTW.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Paarl.

Gedateer te Paarl hierdie 17de dag van September 1993.

Van Wyk, Gaum, Fouchee Ing., Hoofstraat 345, Paarl.

Saak 7122/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Boland Bank Beperk**, Eiser, en **Lincoln Bronwyn Burns**, Eerste Verweerder, en **Michelle Burns**, Tweede Verweerderes

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 22 Julie 1993, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 5 Oktober 1993 om 09:15, op die perseel te Brightonsingel 25, Malibu Village, Blue Downs, 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 3361, Blue Downs, in die plaaslike gebied van Blue Downs, afdeling Stellenbosch, groot 409 vierkante meter, gehou kragtens Transportakte T17189/1989.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met drie slaapkamers, badkamer, kombuis, toilet en sitkamer.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow, en/of die Balju, E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow, en/of die Balju, E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

Gedateer op die 30ste dag van Augustus 1993.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B2176.)

Saak 2322/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NAMAKWALAND GEHOU TE SPRINGBOK

In die saak tussen **Eerste Nasionale Bank**, Eiser, en **Johannes Petrus Engelbrecht**, Verweerder

Ingevolge 'n vonnis gegee deur die Landdroshof, Springbok, op 13 Januarie 1993, sal die eiendom bekend as Erf 572, Steinkopf, te Engelbrechtstraat, Steinkopf, Landelike Gebied van Steinkopf, Administratiewe Distrik Namakwaland, groot 713 (sewehonderd-en-dertien) vierkante meter, met verbeterings in eksekusie verkoop word op 24 September 1993 om 10:00, te Landdroskantoor, Springbok, op terme en voorwaardes wat onmiddellik voor die verkoping uitgelees sal word en wat intussen by die kantoor van die Balju van die Landdroshof, Springbok, en by die kantore van die ondergetekende nagegaan mag word.

Die wesenlike terme en voorwaardes van die verkoping is as volg:

1. Die eiendom sal verkoop word onderworpe aan die bepalinge en voorwaardes van die Wet op Landdroshowe en die reëls daarkragtens uitgevaardig en van die titelbewyse in soverre hierdie van toepassing is.

2. Tien persent (10%) van die koopprys is kontant by ondertekening van veilingvoorwaardes betaalbaar of andersins soos die Balju van die Hof sal reël en die onbetaalde saldo, met rente daarop teen die huidige rentekoers, teen registrasie van oordrag, welke bedrag deur 'n goedgekeurde bank- of bouverenigingwaarborg gesekureer en binne 14 (veertien) dae van die veiling gelewer moet word.

3. Die volledige veilingvoorwaardes sal onmiddellik voor die veiling der die afslaer of die Balju van die Hof voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof, Springbok.

Gedateer te Springbok op hierdie 17de dag van Augustus 1993.

D. J. Scholtz & De Wit, Van der Stelstraat 12, Springbok, 8240.

Case 28742/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **ABSA Bank Ltd** (formerly United Bank Limited), Judgment Creditor, and **W. H. and B. J. Rohm**, Judgment Debtors

In pursuance of a judgment in the Court of the Magistrate for the District of The Cape, dated 10 December 1991, and a warrant of execution dated 5 December 1991, the following will be sold in execution on Thursday, 7 October 1993 at 14:00, at 10 Disa Road, Bloubergrant, being:

Certain land situated at Milnerton, in the City of Cape Town, Cape Division, being Erf 3955, Cape Town at Milnerton, measuring one thousand and four (1 004) square metres, held under Deed of Transfer T47820/1984, dated 24 September 1990, also known as 10 Disa Road, Bloubergrant.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Dwelling under tiled roof consists of three bedrooms, study, two bathrooms, lounge, dining-room and kitchen.

3. Payment:

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank- or building society-guaranteed cheque to the Messenger of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

3.3 interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of twenty-two per centum (22%) per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 30th day of August 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeek, Cape Town. (Ref. Mrs Samuels/X1U0455.)

Saak 53382/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Henry Neethling**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 9 Februarie 1993, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 5 Oktober 1993 om 12:00, op die perseel te Choirstraat 19, Retreat, 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 129462, Kaapstad te Retreat, in die Munisipaliteit van Kaapstad, afdeling Kaap, groot 274 vierkante meter, gehou kragtens Transportakte T67967/89.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur 'n woonhuis met twee slaapkamers, sitkamer, kombuis, badkamer/toilet en woonstel uit twee kamers.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman (Tel. 92-0040), en/of die Balju, mnr. Botha (Tel. 761-3434).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie 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, mnr. Botha (Tel. 761-3434).

Gedateer op die 1ste dag September 1993.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. CJV/RB/2009.)

Case 720/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED

In the matter between **Renier van Wyk**, Execution Creditor, and **Bronwyn van der Hoven**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Bathurst, held at Port Alfred, and warrant of execution dated 21 June 1993, the following immovable property will be sold in execution on Friday, 1 October 1993 at 10:00, at the corner of Cross and Galander Streets, Bathurst, to the highest bidder, namely:

Erf 354, Bathurst, in the Municipality and Division of Bathurst, in extent 8 565 square metres, held by Deed of Transfer T55447/89.

A vacant erf situated at the corner of Cross and Galander Streets, Bathurst.

Conditions of sale:

1. The sale will be held without reserve and the property will be sold to the highest bidder.

2. The property will be sold voetstoots.

3. Payment shall be made in cash or by bank-guaranteed cheque.

Dated at Port Alfred on this the 30th day of August 1993.

Neave Stötter & Associates, Plaintiff's Attorneys, corner of Kowie Hospital, Port Alfred. (Ref. N. Stötter.)

Saak 9465/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Munisipaliteit Paarl**, Eksekusieskuldeiser, en **K. D. Esterhuizen**, Areastraat 24, Paarl-Oos, Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Paarl, gehou te Paarl, en lasbrief gedateer 22 Julie 1993, sal die volgende onroerende eiendom hieronder beskryf, geregteik te Areastraat 24, Paarl-Oos, verkoop word op 12 Oktober 1993 om 10:00, aan die hoogste bieder:

Erf 16486, Paarl, in die munisipaliteit en afdeling Paarl, groot 260 (tweehonderd en sestig) vierkante meter, geleë te Areastraat 24, Paarl-Oos.

Verkoopvoorwaardes:

1. Die verkoping sal aan die hoogste bieder geskied, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls en bepalings wat daarvolgens die transportaktes gemaak is in soverre dit van toepassing is.

2. Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling kontant betaal aan die afslaer. Die balans tesame met rente bereken daarop teen 17,25% (sewentien komma twee vyf persent) per jaar tot datum van registrasie van die transport, moet binne 14 dae betaal word, of verseker word deur 'n bank- of bougenootskapwaarborg.

3. Die koper sal alle transportkoste (insluitende hereregte of Belasting op Toegevoegde Waarde) en alle koste wat daarmee gepaard gaan, betaal.

4. Die ander voorwaardes en terme lê ter insae by die kantore van die Balju van die Hof, Landdroskantoor, Paarl.
Gedateer te Paarl op hierdie 1ste dag van September 1993.

Oosthuizen & Kie., Prokureurs vir Eiser, Hoofstraat 304, Posbus 246, Paarl. [Tel. (02211) 2-3014/5/6.] (Verw. MO/mv.) [Fax. (02211) 2-2756.]

Saak 9328/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Munisipaliteit Paarl**, Eksekusieskuldeiser, en **H. J. Theunissen**, Nicolastraat 2, Noorder Paarl, Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Paarl, gehou te Paarl, en lasbrief gedateer 15 Februarie 1993, sal die volgende onroerende eiendom hieronder beskryf, geregteik te Nicolastraat 2, Noorder Paarl, verkoop word op 12 Oktober 1993 om 09:30, aan die hoogste bieder:

Erf 11758, Paarl, in die munisipaliteit en afdeling Paarl, groot 552 (vyfhonderd twee-en-vyftig) vierkante meter, geleë te Nicolastraat 2, Noorder Paarl.

Verkoopvoorwaardes:

1. Die verkoping sal aan die hoogste bieder geskied, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls en bepalings wat daarvolgens die transportaktes gemaak is in soverre dit van toepassing is.

2. Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling kontant betaal aan die afslaer. Die balans tesame met rente bereken daarop teen 17,25% (sewentien komma twee vyf persent) per jaar tot datum van registrasie van die transport, moet binne 14 dae betaal word, of verseker word deur 'n bank- of bougenootskapwaarborg.

3. Die koper sal alle transportkoste (insluitende hereregte of Belasting op Toegevoegde Waarde) en alle koste wat daarmee gepaard gaan, betaal.

4. Die ander voorwaardes en terme lê ter insae by die kantore van die Balju van die Hof, Landdroskantoor, Paarl.
Gedateer te Paarl op hierdie 1ste dag van September 1993.

Oosthuizen & Kie., Prokureurs vir Eiser, Hoofstraat 304, Posbus 246, Paarl. [Tel. (02211) 2-3014/5/6.] (Verw. MO/mv.) [Fax. (02211) 2-2756.]

Saak 1429/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Munisipaliteit Paarl**, Eksekusieskuldeiser, en **E. L. J. Cornelissen**, Gamaykeerweg 15, Paarl, Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Paarl, gehou te Paarl, en lasbrief gedateer 10 Augustus 1993, sal die volgende onroerende eiendom hieronder beskryf, geregteik te Gamaykeerweg 15, Paarl, verkoop word op 12 Oktober 1993 om 10:30, aan die hoogste bieder:

Erf 18408, Paarl, in die munisipaliteit en afdeling Paarl, groot 240 (tweehonderd-en-veertig) vierkante meter, geleë te Gamaykeerweg 15, Paarl.

Verkoopvoorwaardes:

1. Die verkoping sal aan die hoogste bieder geskied, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls en bepalings wat daarvolgens die transportaktes gemaak is in soverre dit van toepassing is.

2. Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling kontant betaal aan die afslaer. Die balans tesame met rente bereken daarop teen 17,25% (sewentien komma twee vyf persent) per jaar tot datum van registrasie van die transport, moet binne 14 dae betaal word, of verseker word deur 'n bank- of bougenootskapwaarborg.

3. Die koper sal alle transportkoste (insluitende hereregte of Belasting op Toegevoegde Waarde) en alle koste wat daarmee gepaard gaan, betaal.

4. Die ander voorwaardes en terme lê ter insae by die kantore van die Balju van die Hof, Landdroskantoor, Paarl.

Gedateer te Paarl op hierdie 1ste dag van September 1993.

Oosthuizen & Kie., Prokureurs vir Eiser, Hoofstraat 304, Posbus 246, Paarl. [Tel. (02211) 2-3014/5/6.] (Verw. MO/mv.) [Fax. (02211) 2-2756.]

Case 1233/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF HUMANSDORP HELD AT HUMANSDORP**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **H. G. McKenna**, First Defendant, and **A. F. McKenna**, Second Defendant

In execution of a judgment of the Magistrate's Court for the District of Humansdorp and in pursuance of an attachment in execution, a sale by public auction will be held at the offices of the Sheriff for the Magistrate's Court, 3 Main Street, Humansdorp, on 8 October 1993 at 10:30, of the following immovable property:

Erf 1481, Sea Vista, in the Municipality of St Francis Bay, Division of Humansdorp, and situated at 9 Duiker Place, St Francis Bay, in extent 1 194 (one thousand one hundred and forty-nine) square metres.

Improvements: Vacant erf with double garage.

Conditions of the sale will be read immediately prior to the sale and are lying for inspection at the offices of the Sheriff for the Magistrate's Court.

Terms: 10% (ten per centum) of the purchase price and 4% (four per centum) auctioneer's charges in cash on the date of the sale, the balance against transfer to be secured by a bank, building society or other acceptable guarantee, to be furnished to the Sheriff of the Magistrate's Court within twenty-one (21) days from date of sale.

Signed at Humansdorp on this 2nd day of September 1993.

Nel Muller Mentz & Coetzee Inc., Attorney for Plaintiff, 14 Bureau Street, Humansdorp.

Saak 15647/92**IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER**

In die saak tussen **Eerste Nasionale Bank**, Vonnisskuldeiser, en **Carl Jacobus Retief**, Eerste Vonnisskuldenaar, en **Vivienne Magdalena Retief**, Tweede Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Kuilsrivier in bogenoemde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op 6 Oktober 1993 om 11:30, te Mosselbankweg 16, Kraaifontein, naamlik:

Erf 10840, Kraaifontein, in die munisipaliteit en afdeling Kraaifontein, groot 599 (vyfhonderd nege-en-negentig) vierkante meter, gehou deur die Vonnisskuldenaar kragtens Akte van Transport T21652/92 en geleë te Mosselbankweg 16, Kraaifontein, onderworpe aan die verkoopvoorwaardes hieronder uiteengesit.

Veilingvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die reëls daaronder gepromulgeer asook onderworpe aan die bepalings van Wet No. 3 van 1966, soos gewysig en Wet No. 36 van 1966, soos gewysig.

2. Tien persent (10%) van die koopprys is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprys tesame met rente daarop bereken teen die heersende bankkoers vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle transportkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Geregsbode.

Gedateer te Paarl op hierdie 2de dag van September 1993.

R. Moore, vir Steyn Coetzee & Moore, Hoofstraat 205, Paarl.

Saak 286/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRIESKA GEHOU TE PRIESKA

In die saak tussen **ABSA Bank**, Eiser, en **Edwin Samuel Casper**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroskantoor, Prieska, op 30 September 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 185, Prieska, geleë te Arbeckstraat 10, Prieska, in die munisipaliteit en afdeling van Prieska, groot 892 (agthonderd twee-en-negentig) vierkante meter, onderworpe aan sekere servitute en voorwaardes, en gehou kragtens Transportakte T73771/1992.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit kombuis, sitkamer, eetkamer, drie slaapkamers, badkamer, aparte toilet en motorhuis.

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.

Gedateer te Upington op hierdie 6de dag van September 1993.

Lange Joubert Carr & Blaauw, Prokureurs vir Eiser, Schröderstraat 26, Posbus 6, Upington, 8800.

Saak 978/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Boland Elektriese Kontrakteurs**, Eksekusieskuldeiser, en **Max Kweleta**, Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Paarl, gehou te Paarl, en lasbrief gedateer 12 Oktober 1992, sal die volgende onroerende eiendom hieronder beskryf, geregteelk te die Landdroskantoor, Berggrivier Boulevard, Paarl, verkoop word op 11 Oktober 1993 om 10:30, aan die hoogste bieder:

Erwe 122 en 123, Mbekweni, geleë in die munisipaliteit Paarl, groot 283 vierkante meter.

Terme:

1. Die verkoping sal aan die hoogste bieder geskied, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls en bepalings wat daarvolgens en volgens die Transportaktes gemaak is in soverre dit van toepassing is.

2. Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die afslaer. Die balans tesame met rente bereken daarop teen 20% (twintig persent) per jaar tot datum van registrasie van die transport, moet binne 14 dae betaal word, of verseker word deur 'n bank- of bougenootskapwaarborg.

3. Die koper sal die transportkoste (insluitende hereregte of Belasting op Toegevoegde Waarde) en alle koste wat daarmee gepaard gaan, betaal.

4. Die ander voorwaardes en termes lê ter insae by die kantore van die Balju van die Hof, Landdroskantoor, Paarl.

Gedateer te Paarl op hierdie 7de dag van September 1993.

Faure & Faure, Eiser se Prokureurs, Hoofstraat 227, Paarl.

Case 4494/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, Plaintiff, and **A. September**, First Defendant, and
H. V. September, Second Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 7 October 1993 at 09:45:

Property: Erf 1962, Gaylee, in the Melton Rose Local Area, Division of Stellenbosch, measuring 332 (three hundred and thirty-two) square metres, held by Deed of Transfer T20099/88.

More specifically known as 10 Rona Court, Denmeme, Blackheath.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the tilte deeds in so far as same are applicable.

2. The property will be sold voetstoots to the highest bidder.

3. The sale will be subject to the further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Date: 31 August 1993.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. [Tel. (021) 92-3007.] (Ref. H. M. P. Kurger/jk.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Colleen Norma Duuring**, 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 2 Dolphin Street, Hout Bay, on Friday, 8 October 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 for the Supreme Court, 110 Maynard House, Maynard Road, Wynberg:

Erf 2619, Hout Bay, in the Local Area of Hout Bay, Administrative District of Hout Bay, measuring 758 (seven hundred and fifty-eight) square metres, held by Deed of Transfer T75647/91, also known as 2 Dolphin Street, Hout Bay (hereinafter referred to as the property).

The property comprises vacant land.

Terms:

1. 10% (ten per centum) of the purchase price in cash or bank-guaranteed cheque on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within (14) fourteen days from the date of the sale.

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

Dated at Cape Town this 3rd day of September 1993.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. G I Rushton/34407.)

Case 83/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, Plaintiff, and **E. J. M. Alexander**, First Defendant, and
B. H. Alexander, Second Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 6 October 1993 at 09:00:

Property: Erf 2000, Gaylee, in the Melton Rose Local Area, Division of Stellenbosch, measuring 312 (three hundred and twelve) square metres, held by Deed of Transfer T4061/1988, more specifically known as 24 Amstelveen, Dennewerf, Blackheath.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.

2. The property will be sold voetstoots to the highest bidder.

3. The sale will be subject to the further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Date: 31 August 1993.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. [Tel. (021) 92-3007.] (Ref. H. M. P. Kurger/jk.)

Case 24507/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **Trust Bank**, Plaintiff, and **Wilhelm Hendrik Stoltz**, and **Lettice Stoltz**, Defendants

Duly instructed by the Execution Creditor, pursuant to the judgment of the Court in this action dated 23 October 1991, warrant of execution issued in terms thereof and attachment in execution made thereunder, we will on 24 September 1993 at 11:00, at the farm Zoetgeneugd Sundays River, sell by public auction the following property:

(a) Remainder of portion 11 (Zoetgeneugd) of the farm t'Zoetgeneugd 192, Division of Uitenhage, in extent seventy-five comma five nine eight (75,5968) hectares.

(b) Portion 10 (the flats), portion of Portion 5 of the farm t'Zoetgeneugd 192, Division of Uitenhage, in extent five comma two five zero seven (95,2507) hectares.

(c) Portion 37 of the farm t'Zoetgeneugd 192, Division of Uitenhage, in extent one hundred and one comma four nine three five (101,4935) hectares.

(d) Portion 13 (portion of Portion 11), of the farm t'Zoetgeneugd 192, Division of Uitenhage, in extent three hundred and seventy two comma five zero seven two (372,5072) hectares.

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 purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price in cash or bank-guaranteed cheque immediately after the sale and the balance of the price and interest shall be secured by unconditional and approved bank or building society guarantee/s which guarantees must be lodged with the Plaintiff's attorneys or their agents within 21 days from the date of the sale.

The full conditions of sale which will be read out by the auctioneers appointed by the Execution Creditor immediately before the sale may be inspected at the offices of De Jager & Lordan, 12 Voortrekker Street, Alexandria and at the offices of Messrs Goldberg & De Villiers, 26 Bird Street, Port Elizabeth.

Property particulars: The property consists of undeveloped ground of which a large portion can be irrigated and which adjoins the Sundays River. Water rights have been granted in respect of 53,8 ha but has not yet been scheduled. The improvements consist of a three-bedroomed house, double garage, two servants' rooms and three labourers houses.

Directions: From Addo on the Addo Port Elizabeth Road, turn left immediately before Sundays River bridge and continue on that road for 4 kilometres. Follow our indicators from the Addo Hotel.

Enquiries: Werner de Jager, or Floris Lordan, 12 Voortrekker Street, Alexandria, 6185. [Tel. (046) 653-0005.]

Case 65159/92

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

In the matter between **Cape Clothing Industry Provident Fund**, Judgment Creditor, and **Mogamat Edries Shafie Jakoet**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg dated 21 April 1993, and warrant of execution dated 21 April 1993, the following will be sold in execution on 30 September 1993 at 10:00, at the Court-house, being:

Certain land situated at Athlone in the City of Cape Town, Cape Division, being Erf 33742, Cape Town at Athlone, measuring 238 (two hundred and thirty-eight) square metres, held under Deed of Transfer B7675/1979 dated 4 April 1979, also known as 30 Huxley Avenue, Athlone.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Lounge, kitchen, two bedrooms, bathroom, toilet and garage.

3. Payment:

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the execution creditor's conveyancers;

3.3 interest shall be paid on:

3.3.1 the amount of Plaintiff's claim at the rate of twenty-two per centum (22%) per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved bank or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the Auctioneer's office.

Dated at Cape Town on this the 19th day of August 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X2G0516/Mr Van der Walt/cl.)

Saak 5116/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Eskom**, Eiser, en **Sandile Albert Bonga**, Verweerder

Ingevolge 'n vonnis van die Hof en die Landdros, Kimberley, en 'n lasbrief vir eksekusie gedateer 15 Julie 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroshof, Kimberley, op Donderdag, 7 Oktober 1993 om 10:00:

Sekere Erf 400, Ipeleng, geleë in die dorp Ipeleng, in die munisipaliteit van Galeshewe, Administratiewe Distrik, Kimberley, groot 300 vierkante meter, gehou kragtens Sertifikaat van Huurpag TL572/89.

Die verbeterings bestaan uit 'n losstaande maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en Afslaersgelde tesame met Belasting of Toegevoegde Waarde op sodanige Afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonestraat, Kimberley.

Case 4606/93

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

In the matter between **Portable Pools (Pty) Ltd**, trading as Pelican Pools, Execution Creditor, and **Conway Peter Everton**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg, 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 14 October 1993 at 12:00:

Erf 59913, Cape Town, at Lansdowne, situated in the City of Cape Town, Cape Division, in extent 446 (four hundred and forty-six) square metres, street address 41 Scout Street, Lansdowne.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Dwelling consisting of brick walls under tiled roof, lounge, kitchen, three bedrooms, bathroom and w.c.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 7 Electric Street, Wynberg.

(4) *Payment shall be effected as follows:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 18,5% (eighteen comma five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on this the 26th day of August 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

NATAL

Case 42/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **G. B. Shabalala**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 6 July 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 12 October 1993 at 15:00, in front of the Magistrate's Court, eZakheni:

Site E1278, eZakheni, in extent 492 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G0006877.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed.

Improvements: Concrete block under corrugated iron, dwelling, comprising three bedrooms, living-room, kitchen and outbuildings, w.c. and shower, in extent 492 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 12 October 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 (one hundred rand) 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 attorneys, or the Sheriff of Klip River, Ladysmith.
 7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.
- Dated at Ladysmith on this 23rd day of August 1993.
- Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF431.)

Case 45/91**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI**

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **C. V. Shabalala**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 29 October 1991, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 12 October 1993 at 15:00, in front of the Magistrate's Court, eZakheni:

Site E2095, eZakheni, in extent 527 square metres, situated in the District of Ennambithi, Administrative District of KwaZulu, held under Deed of Grant G003089/90.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling, comprising three bedrooms, living-room, kitchen and outbuildings, w.c. and shower. In extent 527 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 12 October 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 (one hundred rand) in value above the preceeding bid shall be accepted by the Sheriff.
 3. The property is within a black area and is accordingly reserved for ownership of the Black Group.
 4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
 5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
 6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
 7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.
- Dated at Ladysmith on this 23rd day of August 1993.
- Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF134.)

Case 19951/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **NBS Bank Limited**, Plaintiff, and **Tarzin Lolo Gumede**, Defendant

In pursuance of a judgment in the above Court and writ of execution dated 19 August 1993, the immovable property listed hereunder will be sold in execution on Friday, 1 October 1993 at 11:00, by the Sheriff for the Magistrate's Court, 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 112 of Lot 60 Ockert's Kraal, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1 124 (one thousand one hundred and twenty-four) square metres, situated at 9 Lloyd Place, Hayfields, Pietermaritzburg. Held by Defendant under Deed of Transfer T13991/92.

The following information is given about the immovable property but is not guaranteed:

Zoning: Residential.

Improvements: A single-storey dwelling constructed of brick under tile roof, consisting of lounge, dining-room, kitchen, four bedrooms, two bathrooms, two toilets, two garages and outside toilet and a swimming-pool.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 30th day of August 1993.

Venn, Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. Mr Burnett/06N2385/93.)

Case 52/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **Z. D. Socutshana**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 22 July 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 5 October 1993 at 15:00, in front of the Magistrate's Court, eZakheni:

Site E2976, eZakheni, in extent 770 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G000798/92.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling, comprising three bedrooms, living-room, kitchen and outbuildings, w.c. and shower.

Extent: 770 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 5 October 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 (one hundred rand) in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a black area and is accordingly reserved for ownership of the Black Group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 27th day of August 1993.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF444.)

Case 50/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **M. P. Mkhize**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 26 July 1993 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 5 October 1993 at 15:00, in front of the Magistrate's Court, eZakheni:

Site A784, eZakheni, in extent 600 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant 3227/230.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed.

Improvements: Brick under tile dwelling, comprising three bedrooms, living-room, dining-room, kitchen, bathroom, w.c., garage, carport and a verandah.

In extent 600 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 5 October 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 the Plaintiff's Attorney, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 27th day of August 1993.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF442.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **T. B. Dweku**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 28 May 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 12 October 1993 at 15:00, in front of the Magistrate's Court, eZakheni:

Site B2147, eZakheni, in extent 660 square metres, situated in the District of Ennambithi, Administrative District of KwaZulu, held under Deed of Grant G5335/86.

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.

In extent 660 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 12 October 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 the Plaintiff's Attorneys, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 27th day of August 1993.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF372.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **B. M. Mungwe**, 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, 12 October 1993 at 15:00, in front of the Magistrate's Court, eZakheni:

Site C3481, Ezakheni, in extent 300 square metres, situated in the District of Ennambithi, Administrative District of KwaZulu, held under Deed of Grant G7113/88.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed.

Improvements: Concrete block under asbestos roof, comprising two bedrooms, living-room, kitchen and w.c. and bathroom combined.

In 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 12 October 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 Attorneys, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 27th day of August 1993.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF390.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **NBS Mortgage Nominees (Pty) Limited**, Execution Creditor, and **Bux's Farms (Pty) Limited**, Execution Debtor

In pursuance of a judgment of the Supreme Court of South Africa, Durban and Coast Local Division, and a writ issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 8 October 1993 at 10:00, at the main entrance to the Magistrate's Court, Scott Street, Scottburgh:

Description: Remainder of Sub 102 (of 1) of farm Southern Home 2052, situated in the Administrative District of Natal, in extent thirteen comma six nine five four (13,6954) hectares.

Postal address: The farm Southern Home, Old Main Road, Mtwalume, South Coast, Natal.

Improvements: Brick and cement and steel under asbestos and corrugated iron building consisting of three divisions: *Division 1:* Open supermarket with store-room and strong-room. *Division 2:* Large store-room known as Bargain Wholesalers. *Division 3:* Butcher shop. *Outbuildings:* Three toilets, motor garage with petrol bowsers, and spares department and workshop, mosque, large store-room or factory.

Two houses: *House 1:* Block brick and cement under asbestos dwelling consisting of: Three bedrooms, lounge, dining-room, kitchen, bathroom with bath, toilet and washbasin, shower, front veranda. *Outbuilding:* Servants quarters and store-room. *House 2:* Block brick and cement under asbestos dwelling consisting of: Three bedrooms, lounge, dining-room, kitchen, bathroom with bath, toilet, hand-wash-basin and shower, small front veranda. *Outbuildings:* Brick and cement room under asbestos divided into two.

(The nature, extent, condition and the existence of the improvements are not guaranteed and the existence of the improvements are not guaranteed and are sold voetstoots.)

1. The sale shall be subject to the Supreme Courts Act, No. 59 of 1959 (as amended), and the rules of Court made thereunder.

2. No bid for less than one hundred rand (R100) shall be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's charges in cash at the time of the sale.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days from the date of sale.

4. The purchaser shall be liable for payment of interest at the rate of 20% (twenty per cent) per annum to the Execution Creditor on the amount to be awarded to the Execution Creditor in the plan of distribution from the date of sale to date of registration of transfer.

5. The transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and all other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, Scottburgh, Savell Street, Scottburgh South, Natal, or at the offices of the Attorney's for the Execution Creditor.

Dated at Durban this 9th day of August 1993.

Livingston Leandy Incorporated, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Ronald Sibusiso Ngidi**, Defendant

In pursuance of judgment granted on 6 October 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 6 October 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 AA491, in extent 623 square metres, situated in the Township of Umlazi, represented and described on General Plan PB339/1979, held by virtue of Deed of Grant 1975/199, physical address Ownership Unit AA491, Umlazi Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of: A single storey maxi brick and tile dwelling (85,2 m²) comprising of kitchen, dining-room, lounge, three bedrooms, bathroom, w.c., garage and servants' quarters with a toilet (42 m²). Municipal electricity, water supply and sanitation: Local Authority. Improvements: Veranda (7,6 m²), fencing-P/C concrete and brick retaining-wall.

Nothing is guaranteed in respect of such improvements on the property.

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

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 22% (twenty-two per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 23rd day of August 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z07922/26.)

Case 384/93

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

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **Cosmos Harry Mncube**, Judgment Debtor

In pursuance of a judgment granted on 25 January 1993, in the Pietermaritzburg Magistrate's Court and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on 8 October 1993 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Description: Ownership Unit 3130, Imbali II, Edendale DD, District of Pietermaritzburg.

In extent: Two hundred and ninety-seven (297) square metres.

Postal address: 2576 Hlalanyathi Road, P O Imbali, 4503.

Improvements: Single-storey dwelling, block under corrugated asbestos. Lounge, kitchen, two bedrooms, and w.c.

Held by the Judgment Debtor in his name under Deed of Transfer TF56/1992 dated 3 August 1992:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the Bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Judgment Creditor or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys. The purchaser shall in addition be liable for payment of any Value-Added Tax should same be payable.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, P.O Box 1407, Pietermaritzburg, 3200.

Dated at Pietermaritzburg this 20th day of August 1993.

C. J. G. Rosettenstein, for Lister & Lister, Attorneys for Judgment Creditor, 11th Floor, United Building, 194 Longmarket Street, Pietermaritzburg, 3201, Post Box 144, Pietermaritzburg, 3200. (Ref. Mr Rosettenstein/F5318.)

Case 10063/93

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

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **Bungwana Johannes Sithole**, First Judgment Debtor, and **Thokozile Gladys Sithole**, Second Judgment Debtor

In pursuance of a judgment granted on 17 May 1993, in the Magistrate's Court of Pietermaritzburg, and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution, on 8 October 1993 at 11:00, at the Sheriff's Sales room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Description: Subdivision 402 of Lot 1683, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal.

In extent 556 (five hundred and fifty-six) square metres.

Postal address 124 Turnbull Road, Ridgepark, Pietermaritzburg.

Improvements: Single-storey dwelling, brick under tile, lounge, dining-room, kitchen, three bedrooms, bathroom, two w.c.s' and carport.

Held by the Judgment Debtors in their names under Deed of Transfer T25686/1992 dated 8 October 1992:

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

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Judgment Creditor or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys. The purchaser shall in addition be liable for payment of any Value-Added Tax should same be payable.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, P.O. Box 1407, Pietermaritzburg, 3200.

Dated at Pietermaritzburg this 20th day of August 1993.

C. J. G. Rosettenstein, for Lister & Lister, Attorneys for Judgment Creditor, 11th Floor, United Building, 194 Longmarket Street, P.O. Box 144, Pietermaritzburg, 3200. (Ref. Mr Rosettenstein/F5359.)

Case 6802/93

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

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **Ramharak Ramcharran**, First Judgment Debtor, and **Charmaine Ramcharran**, Second Judgment Debtor

In pursuance of a judgment granted on 14 May 1993, in the Magistrate's Court of Pietermaritzburg, and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution, on 8 October 1993 at 11:00, at the Sheriff's Sales room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Description: Subdivision 5730 (of 5698) of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and three (303) square metres.

Postal address: 69 Ginger Road, Northdale, Pietermaritzburg.

Improvements: Semi-detached single-storey dwelling, block under corrugated asbestos, lounge, kitchen, two bedrooms and bathroom.

Held by the Judgment Debtors in their names under Deed of Transfer T18615/1992 dated 23 July 1992.

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

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Judgment Creditor or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys. The purchaser shall in addition be liable for payment of any Value-Added Tax should same be payable.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, P.O. Box 1407, Pietermaritzburg, 3200.

Dated at Pietermaritzburg this 20th day of August 1993.

C. J. G. Rosettenstein, for Lister & Lister, Attorneys for Judgment Creditor, 11th Floor, United Building, 194 Longmarket Street, P.O. Box 144, Pietermaritzburg, 3200. (Ref. Mr Rosettenstein/F5332.)

Case 52244/91

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

In the matter between **Allied Building Society Limited**, No. 87/02375/06, Plaintiff, and **Bastian Bernard Schiermeier**, First Defendant, and **Laetitia Florence Schiermeier**, Second Defendant

In pursuance of a judgment granted on 25 November 1991, 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 30 September 1993 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban:

Description: A certain piece of land being Subdivision 2 of Lot 873, Sea View, situated in the City of Durban, Administrative District of Natal, in extent 976 (nine hundred and seventy-six) square metres.

Postal address: 132 Anleno Road, Montclair, Durban, Natal.

Improvements: Brick under tile single-storey dwelling comprising three bedrooms, one en suite bedroom, two toilets, bathroom, lounge, kitchen, servants' quarters attached to garage with toilet and shower, fully fenced and swimming-pool.

Town-planning 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. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the 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 arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, Durban South, 1010 Lejaton Building, 40 St George's Street, Durban, or at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 17th day of September 1993.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D Gardyne/hg/170.2.)

Case 90/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Siyeza Norman Msani**, Defendant

In pursuance of a judgment granted on 10 June 1993, in the Umbumbulu Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 1 October 1993 at 10:00, at the Main East Entrance to the Magistrate's Court, Umbumbulu to the highest bidder:

Description: A certain piece of land, being Ownership Unit A2131, in extent 325 square metres, situated in the Township of kwaMakhutha, represented and described on General Plan PB35/1966, held by virtue of Deed of Grant G005513/91.

Physical address: Ownership Unit A2131, kwaMakhutha Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block/plaster and asbestos dwelling (54 m²) comprising of kitchen, lounge, two bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

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

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 20,25% (twenty comma two five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 19th day of August 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z13121/26.)

Case 59/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Moses Musa Mthethwa**, Defendant

In pursuance of a judgment granted on 14 June 1993, in the Umbumbulu Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 1 October 1993 at 10:00, at the Main East Entrance to the Magistrate's Court, Umbumbulu to the highest bidder:

Description: A certain piece of land, being Ownership Unit A127, in extent 325 square metres, situated in the Township of kwaMakhutha, represented and described on General Plan BA35/1966, held by virtue of Deed of Grant G7888/87.

Physical address: Ownership Unit A127, kwaMakhutha Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block/plaster and asbestos dwelling (54 m²) comprising of kitchen, lounge, two bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 20,25% (twenty comma two five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 19th day of August 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z13125/26.)

Case 1534/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedperm Bank Limited**, No. 51/00009/06, Plaintiff, and **Raymond Patrick Wesner**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, and warrant of execution issued pursuant thereto on 19 July 1993, the immovable property described as:

A unit consisting of:

(i) Section 11, as shown and more fully described on Sectional Plan SS132/90, in the building or buildings known as The Mall, situated on Lot 1039, at Port Edward, in the Local Authority Area of Port Edward, of which section the floor area according to the said sectional plan is 53 square metres (the mortgaged section); and

(ii) 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 132/90 (11) (Unit), will be sold in execution on Friday, 8 October 1993 at 09:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Barry, Botha & Breytenbach, the Plaintiff's attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of sale are as follows:

(a) (i) The purchase price shall be paid as to 10% (ten per centum) of the outstanding amount due to the Plaintiff at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(ii) The Sheriff shall, if requested by the Plaintiff at any time prior to or after the commencement of the bidding, require any bidder other than the Plaintiff to deposit with him in cash or by way of a bank-guaranteed cheque an amount equal to 10% (ten per centum) of the amount owing to the Plaintiff before accepting any bid or further bid from such bidder.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 4% (four per centum) of the purchase price.

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

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by shop with office.

Dated at Port Shepstone on this the 24th day of August 1993.

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/NP019/01NP01519.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **NBS Bank Limited**, No. 87/01384/06, Plaintiff, and **Kenneth Gordon Goldswain**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, and warrant of execution issued pursuant thereto on 16 July 1993, the immovable property described as:

Lot 1302, Ramsgate, situated in Ramsgate Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 995 square metres, and situated at corner of Harper Lane and Beach Road, Ramsgate, will be sold in execution on Friday, 8 October 1993 at 10:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Barry, Botha & Breytenbach, the Plaintiff's attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of sale are as follows:

(a) (i) The purchase price shall be paid as to 10% (ten per centum) of the outstanding amount due to the Plaintiff at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(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, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 4% (four per centum) of the purchase price.

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

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is vacant land.

Dated at Port Shepstone on this the 24th day of August 1993.

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/NP185/01N209571.)

Saak 1266/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Bhekimpetho Doctor Ngobese**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 16 Augustus 1993, sal die ondervermelde eiendom op 6 Oktober 1993 om 10:00, in die voorkamer van die Landdroshof, Newcastle geregteelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit E8205, 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 24ste dag van Augustus 1993.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 1304/90

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Bekumuzi Eseu Mavimbela**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 13 Augustus 1993, sal die ondervermelde eiendom op 6 Oktober 1993 om 10:00, in die voorkamer van die Landdroshof, Newcastle geregteelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit 3801, Osizweni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 24ste dag van Augustus 1993.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 1484/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Sethenjwa Elijah Ndlovu**, Defendant

In pursuance of judgment granted on 6 October 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 6 October 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 C498, in extent 355 square metres, situated in the Township of Umlazi, represented and described on General Plan BA54/1972, held by virtue of Deed of Grant 6692/19, physical address Ownership Unit C498, 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 m²) comprising of kitchen, lounge, two bedrooms, bathroom and w.c. Municipal Electricity, Water Supply and Sanitation: Local Authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 22% (twenty-two per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 25th day of August 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z73874/26.)

Case 1231/91

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Bongani Raymond Shoji**, 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 6 October 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 BB609, in extent 500 square metres, situated in the Township of Umlazi, represented and described on General Plan PB409/1984, held by virtue of Deed of Grant G5680/86, physical address, Ownership Unit BB609, Umlazi Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of: A single storey maxi brick and tile dwelling (83 m²) comprising of kitchen, dining-room, lounge, three bedrooms, bathroom, w.c. and a garage (21 m²). 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 rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 24th day of August 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z76746/26.)

Case 456/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited (Reg. No. 51/00009/06), Plaintiff, and **Balakisten Vivusana Naidoo**, First Defendant, and **Dayalen Vivusana Naidoo**, Second Defendant

In pursuance of a judgment granted on 4 May 1993 in the Court of the Magistrate, Durban, and under a writ of execution issued thereunder and served on 14 June 1993, the immovable property listed hereunder shall be sold in execution to the highest bidder on Friday, 8 October 1993 at 10:00, at front entrance of the Magistrates' Courts Building, Scott Street, Scottburgh:

Description: Lot 159, Craigieburn Extension 2, situated in the Development Area of Craigieburn and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 970 square metres.

Postal address: 4 Yellowwood Street, Craigieburn.

The property consists of: Face brick and cement under tile, two level dwelling, consisting of:

Lower level: Double garage, set tiled steps leading to front entrance, foyer, lounge, kitchen, dining-room, bedroom with incomplete M.E.S. and cement stair case leading to second level.

Upper level: Balcony with seaviews, five bedrooms one has m.e.s. and bathroom with toilet. Dwelling not completed yet: i.e. no tile or carpeted floors, bathroom and m.e.s.'s have not been tiled.

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 18,75% (eighteen 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, Scottburgh.

Dated at Durban on this the 27th day of August 1993.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms H. Meumann/m/010250.)

Case 44208/92

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

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited (Reg. No. 51/00009/06), Plaintiff, and **Roopsi Juliana Naicker**, Defendant

In pursuance of a judgment granted on 1 October 1992, in the Court of the Magistrate, Durban, and under a writ of execution issued thereunder and served on 5 January 1993, the immovable property listed hereunder shall be sold in execution to the highest bidder on Friday, 8 October 1993 at 10:00, at the main entrance to the Magistrates' Courts Building, Scott Street, Scottburgh:

Description: Subdivision 2 of Lot 354, Park Rynie, situated in the Township of Umzinto North and in the Umzinto Regional Water Services Area, Administrative District of Natal, in extent one thousand and twelve (1 012) square metres.

Postal address: Subdivision 2 of Lot 354, Park Rynie.

The property consists of: Brick and plaster under tile roof, dwelling consisting of: Kitchen, dining-room, lounge, sunroom, two bedrooms, with a main en suite, shower with toilet and hand-basin.

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

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

2.1 The purchaser shall be liable for payment of interest at the rate of 20% (twenty per cent) per annum, to the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from the date of the sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

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

Dated at Durban on this the 27th day of August 1993.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms H. Meumann/m/NE055065.)

Case 18926/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Daniel Phumlani Dladla**, First Defendant, and **Linden Ntombikayise Dladla**, Second Defendant

In pursuance of a judgment granted on 22 June 1993 in the Court of the Magistrate, Durban, and under a writ of execution issued thereunder, the immovable property listed hereunder shall be sold in execution to the highest bidder on 6 October 1993 at 10:00, in front of the Magistrate's Court, Umlazi (at the National and KwaZulu flag pole):

Description: Site Z1704, situated in the Township of Umlazi, District of Umlazi, in extent 526 (five hundred and twenty-six) square metres.

Postal address: Z1704 Umlazi Township.

The property consists of: Dwelling of plastered brick under tile roof with three bedrooms, bathroom, kitchen, dining-room, no garage or outbuildings, no fence, but has electricity.

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

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

2.1 The purchaser shall be liable for payment of interest at the rate of 16,75% (sixteen 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, Umlazi.

Dated at Durban on this the 26th day of August 1993.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms H. Meumann/m/012161.)

Case 2091/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **NBS Bank Limited** (No. 87/01384/06), Plaintiff, and **Cosmo Living 44 Share Block (Proprietary) Limited** (No. 88/02691/07), Defendant

In pursuance of a judgment in the Court of the Magistrate of Port Shepstone, and the warrant of execution issued pursuant thereto on 16 July 1993, the immovable property described as:

A unit consisting:

(i) Section 83, as shown and more fully described on Sectional Plan SS325/1985, in the scheme known as Eden Wilds in respect of the land and building or buildings situated at Port Edward, Local Authority of Port Edward, of which the floor area, according to the said Sectional Plan is 84 square metres in extent, and situated at Mitchell Road, Port Edward; and

(ii) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Certificate of Registered Sectional Title ST325/1985 (83) (Unit), will be sold in execution on Friday, 8 October 1993 at 10:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Barry, Botha & Breytenbach, the Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. The material terms and conditions of the sale are as follows:

(a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the Local Authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 4% (four per centum) of the purchase price.

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

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by a flat consisting of lounge, open plan kitchen, two bedrooms, bathroom and balcony.

Dated at Port Shepstone on this the 24th day of August 1993.

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/N224/01N209570.)

Case 58/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Falinye Samuel Dubazana**, Defendant

In pursuance of judgment granted on 10 June 1993, in the Umbumbulu Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 8 October 1993 at 10:00, at the Main East Entrance to the Magistrate's Court, Umbumbulu, to the highest bidder:

Description: A certain piece of land, being Ownership Unit 908, in extent 461,5 square metres, situated in the Township of KwaMakhutha, represented and described on General Plan BA35/1966, held by virtue of Deed of Grant 4227/112.

Physical address: Ownership Unit 908, KwaMakhutha Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of: A single storey block and asbestos dwelling (54 m²) comprising of kitchen, lounge, two bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local Authority.

Improvements: Concrete fencing.

Nothing is guaranteed in respect of such improvements on the property.

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

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 20,25% (twenty comma two five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 9th day of August 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z13106/35.)

Case 8399/92

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

In the matter between **ABSA Limited**, Execution Creditor, and **Dereck Harold Williams**, Execution Debtor

In pursuance of a judgment granted on 22 September 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, 8 October 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: Lot 204, Chelmsfordville, situated in the Township of Gillitts and in the Pinetown Regional Water Services Area, Administrative District of Natal, measuring four thousand seven hundred and seventy-four (4 774) square metres, known as Lot 204, Chelmsfordville, situated in the Township of Gillitts and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent four thousand seven hundred and seventy-four (4 774) square metres.

Postal address: 21 Minerva Drive, Gillitts, Pinetown.

Improvements: Brick under tile dwelling consisting of: Entrance-hall, lounge, dining-room, kitchen, four bedrooms, bathroom and toilet, bathroom, toilet and dressing-room and shower en suite, two toilets en suite, staffroom, toilet, shower and garage.

Town-planning: Zoning: Special residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court, Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 62 Caversham Road, Pinetown, or at our offices.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/U045/001272/Mrs Chelin.)

Case 30166/93

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Jacobus Strauss**, and **Hester Jacoba Strauss**, Execution Debtors

In pursuance of a judgment granted on 1 July 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 Thursday, 7 October 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 12, of Lot 1315 Wentworth, situated in the City of Durban, Administrative District of Natal, in extent nine hundred and fifty-two (952) square metres;

Postal address: 171 Glenardle Street, Brighton Beach.

Improvements: Brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, staffroom, toilet, shower and garage.

Town-planning zoning: Special Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff, within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban, or at our offices.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/A332/017565/Mrs Chelin.)

Case 5452/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Obed Musa Mathe**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 20 May 1992, the following immovable property will be sold in execution on Friday, 1 October 1993 at 11:00, at the Sheriff's Saleroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 1, of Lot 1846, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent nine hundred and thirty-four (934) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 15 Foxon Road, Hayfields, Pietermaritzburg, which property consists of land improved by a single storey dwelling-house under brick and tile comprising three bedrooms, two bathrooms, two showers, two w.c.'s, lounge, dining-room, kitchen and verandah. Outbuildings consist of a garage, carport, servant's room, w.c. and swimming-pool.

Material conditions of sale: The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 31st day of August 1993.

Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Gerald Duncan Cameron**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 11 August 1993, the following immovable property will be sold in execution on Friday, 1 October 1993 at 11:00, at the Sheriff's Saleroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 384 (of 378), of Lot 1531, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent one thousand nine hundred and five (1 905) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 68 Craigie Drive, Montrose, Pietermaritzburg, which property consists of land improved by a single storey dwelling-house under brick and tile comprising three bedrooms, two and a half bathrooms, three showers, four w.c.'s, lounge, dining-room, study, kitchen, scullery, family-room and TV-room. Outbuildings: Three garages, servant's, workshop, w.c. and bathroom.

Improvements include garage, pool and paving, concrete fence, brick driveway and brick boundary walls and gates.

Material conditions of sale: The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 27th day of August 1993.

Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 108/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Elizabeth Khisimuzi Ntqmbi Mayaba**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Thursday, 4 March 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 Mtunzini, on Friday, 1 October 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 8 Hulle Avenue, Mtunzini, namely:

Unit H 2197, eSikhawini, situated in the Esikhawini Township, District of Ongoye, county of Zululand, in extent three 07878003 hundred and thirty-eight (338) square metres, which property is physically situated at H2197, eSikhawini, and which property is held by the above-named Defendant under and by virtue of Deed of Grant G8019/87.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of single storey dwelling-house, brick under tile consisting of a lounge, kitchen, three bedrooms, a bathroom and toilet. There are outbuildings consisting of a garage.

Zoning: The property is zoned for special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per centum (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,75% (sixteen comma seven five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this the 12th day of August 1993.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 24786/93

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited, Plaintiff, and **Sayogaran Naicker**, Defendant

In pursuance of a judgment granted on 21 July 1993, in the Magistrate's Court for the District of Durban, held at Durban, the property listed hereunder will be sold in execution on Friday, 1 October 1993 at 10:00, in front of the Sheriff's Office, Verulam, corner of Inanda and Jacaranda Avenue, Verulam:

Description: Lot 1123, Newlands Extension 13, situated in the City of Durban, Administrative District of Natal, in extent 238 square metres.

Postal address: 29 Milarina Drive, Milarina Gardens, Newlands West.

Improvements: Brick under tile house consisting of three bedrooms, lounge, kitchen, toilet and bathroom.

Vacant possession is not guaranteed.

Nothing in respect of the sale notice is guaranteed.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (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 Sheriff, Verulam.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 1st day of September 1993.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

Case 281/92

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

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **Bhekabambo Elliot Mkhize**, First Defendant, and **Mtsholo Enock Mkhize**, Second Defendant

In pursuance of judgment granted on 11 May 1993 in the Umlazi, Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 6 October 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 J535, in extent 445,9 square metres, situated in the Township of Umlazi, represented and described on General Plan BA11/1967, held by virtue of Deed of Grant 469/71.

Physical address: Ownership Unit J535, 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 m², comprising kitchen, lounge, two bedrooms, shower and w.c. Municipal 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 18,50% (eighteen comma fifty per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 19th day of August 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z01410/35.)

Case 7286/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Ravendran Govindasami Govender**, First Defendant, and **Bakialutchmee Govender**, Second Defendant

1. The following property shall be sold by the Sheriff for the Supreme Court, Chatsworth, on 1 October 1993 at 10:00, outside the front entrance of the Chatsworth Magistrate's Court, Magistrate's Court Building, Justice Street, Chatsworth, to the highest bidder without reserve:

Lot 880, Umhlathuzana, situated in the City of Durban, Administrative District of Natal, in extent 1 606 square metres, held by the joint estate of the Defendants under Deed of Transfer T13606/90 and having street address at 13 Willow Park Drive, Umhlathuzana, Natal.

2. *Improvements and zoning* (which are not warranted to be correct):

2.1 The property is zoned special residential.

2.2. The following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots):

2.2.1 Brick under tile roof dwelling comprising five bedrooms, lounge, dining-room, kitchen, two bathrooms and toilets and scullery.

2.2.2 The property is fenced and the driveway is tarred.

3. Terms:

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist.

3.2 The successful bidder is required to pay the deposit of 10% (ten per cent) of the price, plus the Sheriff's charges [being 5% (five per cent) on the first R20 000 of the price and 3% (three per cent) on the balance, with a maximum of R6 000] in cash or by bank or bank-guaranteed cheque or bank letter of authority on conclusion of the sale.

3.3 The full conditions of sale may be inspected at the office of the Sheriff, 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, Durban, and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 20th day of August 1993.

J. M. Koch, for John Koch & Co., Plaintiff's Attorneys, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.841/d11.)

Case 22352/92

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

In the matter between **Allied Building Society Limited**, Plaintiff, and **Rajendraprasad Haripershad Umraw**, Defendant

In pursuance of a judgment granted on 9 June 1992, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 8 October 1993 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land being: Subdivision 17 of Lot 2781, Reservoir Hills Extension 8, situated in the City of Durban, Administrative District of Natal, in extent 675 square metres.

Postal address: 36 Derna Road, Reservoir Hills, Natal.

Improvements: Brick under tile detached dwelling comprising lounge, dining-room, family room, study, kitchen, three bedrooms, two bathrooms with toilets and toilet, court-yard, garage, servant's room with toilet and shower, swimming-pool.

Town-planning 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. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's Attorneys.

(b) The purchaser shall be liable for the 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, then the interest payable upon such preferent creditor's claim) until the 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 arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, District of Pinetown, 62 Caversham Road, Pinetown, and at the offices of David Gardyne & Partnership, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 17th day of September 1993.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/HG/GAL.1770.)

Case 63970/92

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Lyle Alan Denbeigh**, Execution Debtor

In pursuance of a judgment granted on 15 December 1992, in the Magistrate's Court for the District of Durban, held at Durban, and writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 7 October 1993 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban:

Description: Subdivision 8 of Lot 585, Bluff, situated in the City of Durban, Administrative District of Natal, in extent one thousand and twelve (1 012) square metres held under Deed of Transfer T5900/92.

Street address: 1357 Bluff Road, Bluff, Durban.

Improvements: A tiled roof dwelling consisting of concrete walls, carport, four bedrooms, bedroom with en-suite, bath/basin/shower and toilet, two toilets (one tiled and one carpeted), two bathrooms with bath and basin, toilet. Lounge carpeted, dining-room carpeted. No airconditioner, kitchen tiled, fitted kitchen, separate servants' quarters with room, toilet, shower, fully 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 17,25% (seventeen comma two five per cent) per annum to the bondholder, Nedcor Bank Limited, formerly Nedperm Bank Limited, on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 25th day of August 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 1312/92

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

In the matter between **The Trustees of the H. A. Thorpe Charity Trust** (No. 2397/81), Execution Creditor, and **Ajodaparsad Ramdhani**, Execution Debtor

Pursuant to a warrant of execution dated 22 June 1993, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, on Tuesday, 5 October 1993 at 10:30, in front of the Magistrate's Court, Estcourt:

Lot 4248, Estcourt Extension 25, situated in the Borough of Estcourt, Administrative District of Natal, in extent three hundred and seventy-four (374) square metres and situated at 44 Sixth Avenue, Estcourt, and held under Deed of Transfer T29381/89 consisting of: Dwelling of blocks under asbestos roof, comprising of two bedrooms, lounge, kitchen and toilet and bathroom combined.

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 ten per cent (10%) of the purchase price in cash on the day of the sale, the balance together with interest against registration of transfer to be secured by a bank or building society guarantee 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 nineteen per cent (19%) per annum to the execution creditor on the amount of the award to the execution creditor in the plan of distribution as from the date of sale to date of transfer.

4. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

Dated: 25 August 1993.

Lombard Kitshoff & Dietrichsen, Attorneys for Execution Creditor, P.O. Box 18, 81 Harding Street, Estcourt. [Tel. (0363) 2-3133.]

Case 35320/92

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

In the matter between **Saambou Bank Ltd** (No. 87/05437/06), Plaintiff, and **D. P. Nsindane**, Defendant

In pursuance of a judgment granted on 8 September 1992 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 October 1993 at 10:00, at the front entrance, Magistrate's Court, 22 Cancery Lane, Pinetown:

Description: Site C1451, kwaDabeka Township, in extent 390 square metres.

Postal address: C1451 kwaDabeka Township.

Improvements: A brick and tile dwelling consisting of three bedrooms, lounge, kitchen, toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

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

2.1 The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Magistrate's Court of the Court within 14 days after the sale to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by Saambou and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholder/s at the rate prescribed in the mortgage bond/s on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 25th day of August 1993.

J. Krog, for Du Toit Havemann & Krog, Plaintiff's Attorney, Stafmayer House, Beach Grove, Durban. (Ref. J. Krog/sh.)

Case 747/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mlingani James Mathonsi**, Defendant

In pursuance of a judgment of the above Honourable Court dated 7 July 1993, a sale in execution will be held on 6 October 1993 at 10:00, in front of the Magistrate's Court Building at Eshowe, when the following property will be sold by the Sheriff of the Magistrate's Court for Eshowe, to the highest bidder:

Ownership Unit B1426 in the Township of Sundumbili, District of Inkanyezi, in extent 300 square metres, represented and described on General Plan PB675/1987, situated at Unit B1426, Sundumbili.

Improvements (the following information is furnished but nothing is guaranteed in this regard):

The property consists of a block under asbestos roof dwelling consisting of two bedrooms, lounge, kitchen, bathroom and toilet.

The sale shall be subject to the following conditions:

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

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.

3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Eshowe, Magistrate's Court, Eshowe, 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 26th day of August 1993.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N3325/93.)

Case 1128/93

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Execution Creditor, and **Japhta Nozi Mazibuko**, Execution Debtor

Pursuant to a warrant of execution dated 13 July 1993, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, on Tuesday, 5 October 1993 at 10:00, in front of the Magistrate's Court, Estcourt:

Ownership Unit A1625, situated in the Township of Wembezi, situated in the District of Okhahlamba, Magisterial Area Estcourt, in extent 485 (four hundred and eighty-five) square metres and held under Deed of Grant G04589/89.

Improvements: Dwelling of blocks under tile roof comprising of three bedrooms, kitchen, lounge and bathroom and toilet combined.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, Act No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank-guaranteed cheque.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

Dated on this the 25th day of August 1993.

Lombard Kitshoff & Dietrichsen, Attorneys for Execution Creditor, P.O. Box 18, 81 Harding Street, Estcourt. [Tel. (0363) 2-3133.]

Case 1127/93

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Execution Creditor, and
Priscilla Funani Khumalo, Execution Debtor

Pursuant to a warrant of execution dated 13 July 1993, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, on Tuesday, 5 October 1993 at 10:00, in front of the Magistrate's Court, Estcourt:

Ownership Unit A1830, situated in the Township of Wembezi, situated in the District of Okhahlamba, Magisterial Area Estcourt, in extent 465 (four hundred and sixty-five) square metres and held under Deed of Grant G002320/90.

Improvements: Partially destroyed dwelling of blocks previously comprising of four rooms.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, Act No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank-guaranteed cheque.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

Dated this 25th day of August 1993.

Lombard Kitshoff & Dietrichsen, Attorneys for Execution Creditor, P.O. Box 18, 81 Harding Street, Estcourt. [Tel. (0363) 2-3133.]

Case 26865/93

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

In the matter between **Saambou Bank Ltd** (No. 87/05437/06), Plaintiff, and **J. Tathiah**, First Defendant, and **A. B. Tathiah**,
 Second Defendant

In pursuance of a judgment granted on 29 June 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 1 October 1993 at 10:00, at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam:

Description: Lot 875, Earlsfield, in extent 553 square metres.

Postal address: 154 Cornfield Crescent, Earlsfield.

Improvements: A brick and tile dwelling consisting of three bedrooms, lounge, kitchen, toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

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

2.1 The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Magistrate's Court of the Court within fourteen days after the sale to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by Saambou and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholder/s at the rate prescribed in the Mortgage bond/s on the respective amounts of the awards to the Execution Creditor and to the Bondholder/s in the Plan of Distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pinetown, at 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 1st day of September 1993.

J. Krog, for Du Toit Havemann & Krog, Plaintiff's Attorney, Stafmayer House, Beach Grove, Durban. (Ref. J. Krog/sdb.)

Case 2051/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Mariana Priscilla Coates**, First Execution Debtor, and
Michael Robert Coates, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Port Shepstone dated 12 July 1993, the following immovable property will be sold in execution on 8 October 1993 at 09:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 2050, Ramsgate, situated in the Ramsgate Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 3 716 square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is situated at Lot 2050, Lynn Road, Ramsgate.

Upon the property is a dwelling under brick and tile consisting of: *Upstairs*: Enclosed porch, lounge and dining-room, open plan kitchen, three bedrooms, bathroom, shower and toilet and full bathroom. *Downstairs*: Double garage, flat consisting of bedroom, toilet, shower, wash-basin and lounge.

Outbuilding: Servants' quarters (two rooms, shower and toilet).

Material conditions of sale:

The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 31st day of August 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 1824/92

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Hayden Brett Dunn**, First Defendant, and **Michelle Lorna Dunn**, Second Defendant

In pursuance of a judgment in the above Honourable Court dated 27 May 1993, and a writ of execution issued thereafter, the immovable property, listed hereunder, will be sold in execution at the office of the Sheriff, 5 Courtyard, Derek Hall, Loop Street, Pietermaritzburg, on Friday, 8 October 1993 at 09:30, to the highest bidder:

Subdivision 129 of Lot 1254, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 479 square metres, held by the Defendants under Deed of Transfer T27556/89.

The following information is given but not guaranteed:

1. The property is a residential property situated at 5 Salter Place, Woodlands, Pietermaritzburg.
2. There is a single-storey dwelling comprising lounge, family room, open-plan dining-room, four bedrooms, two bathrooms (m.e.s.), guest toilet, kitchen and single garage.

Material conditions:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the Supreme Court.
2. A deposit of 10% (ten per centum) in cash shall be paid by the highest bidder on the day of the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished within twenty-one (21) days after date of sale.
3. The sale shall be subject to a reserve of R4 126,67.
4. A full list of the conditions may be inspected at the office of the Sheriff of the Supreme Court for the District of Pietermaritzburg during normal office hours.

Dated at Pietermaritzburg this 31st day of August 1993.

J. von Klemperer, for Von Klemperer & Davis, Plaintiff's Attorneys, 2 Princess Street, Pietermaritzburg. (Ref. JVK/LAP/01/F508/003.)

Case 1823/92

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Kevin Claude de Lange**, First Defendant, and **Debra Georgina de Lange**, Second Defendant

In pursuance of a judgment in the above Honourable Court dated 27 May 1993 and a writ of execution issued thereafter, the immovable property, listed hereunder, will be sold in execution at the office of the Sheriff, 5 Courtyard, Derek Hall, Loop Street, Pietermaritzburg, on Friday, 8 October 1993 at 08:30, to the highest bidder:

Subdivision 119 (of 113) of Lot 451, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 658 square metres, held by the Defendant under Deed of Transfer T27555/89.

The following information is given but not guaranteed:

1. The property is a residential property situated at 5 Salter Place, Woodlands, Pietermaritzburg.
2. There is a double storey dwelling comprising entrance-hall, lounge, dining-room, three bedrooms, two bathrooms (m.e.s.), family room, separate toilet, double garage, swimming-pool and braai area.

Material conditions:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the Supreme Court.
2. A deposit of 10% (ten per centum) in cash shall be paid by the highest bidder on the day of the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished within twenty-one (21) days after date of sale.
3. The sale shall be subject to a reserve of R2 310,01.

4. A full list of the conditions may be inspected at the office of the Sheriff of the Supreme Court for the District of Pietermaritzburg during normal office hours.

Dated at Pietermaritzburg this 31st day of August 1993.

J. von Klemperer, for Von Klemperer & Davis, Plaintiff's Attorneys, 2 Princess Street, Pietermaritzburg. (Ref. JVK/LAP/01/F508/002.)

Case 1826/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Errol Stanley de Lange**, First Defendant, and **Sheila de Lange**, Second Defendant

In pursuance of a judgment in the above Honourable Court dated 27 May 1993 and a writ of execution issued thereafter, the immovable property, listed hereunder, will be sold in execution at the office of the Sheriff, 5 Courtyard, Derek Hall, Loop Street, Pietermaritzburg, on Friday, 8 October 1993 at 10:00, to the highest bidder:

Remainder of Subdivision 2 of Lot 2141, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 541 square metres, held by the Defendants under Deed of Transfer T27557/89.

The following information is given but not guaranteed:

1. The following property is a residential property situated at 413 Boom Street, Pietermaritzburg.
2. There is a single-storey dwelling comprising lounge, kitchen, dining-room, three bedrooms, bathroom and toilet.

Material conditions:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the Supreme Court.
2. A deposit of 10% (ten per centum) in cash shall be paid by the highest bidder on the day of the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished within twenty-one (21) days after date of sale.
3. The sale shall be subject to a reserve of R552,77.
4. A full list of the conditions may be inspected at the office of the Sheriff of the Supreme Court for the District of Pietermaritzburg during normal office hours.

Dated at Pietermaritzburg this 31st day of August 1993.

J. von Klemperer, for Von Klemperer & Davis, Plaintiff's Attorneys, 2 Princess Street, Pietermaritzburg. (Ref. JVK/LAP/01/F508/007.)

Case 1825/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Lloyd Nolan de Lange**, First Defendant, and **Heather Veronica de Lange**, Second Defendant

In pursuance of a judgment in the above Honourable Court dated 27 May 1993 and a writ of execution issued thereafter, the immovable property, listed hereunder, will be sold in execution at the office of the Sheriff, 5 Courtyard, Derek Hall, Loop Street, Pietermaritzburg, on Friday, 8 October 1993 at 09:00, to the highest bidder:

Subdivision 130 of Lot 1254, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 479 square metres, held by the Defendants under Deed of Transfer T25660/89.

The following information is given but not guaranteed:

1. The property is a residential property situated at 17 Spruce Road, Woodlands, Pietermaritzburg.
2. There is a double storey dwelling comprising entrance-hall, lounge, dining-room, fitted kitchen, four bedrooms, three bathrooms, garaging for six vehicles and swimming-pool.

Material conditions:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the Supreme Court.
2. A deposit of 10% (ten per centum) in cash shall be paid by the highest bidder on the day of the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished within twenty-one (21) days after date of sale.
3. The sale shall be subject to a reserve of R7 094,54.
4. A full list of the conditions may be inspected at the office of the Sheriff of the Supreme Court for the District of Pietermaritzburg during normal office hours.

Dated at Pietermaritzburg this 31st day of August 1993.

J. von Klemperer, for Von Klemperer & Davis, Plaintiff's Attorneys, 2 Princess Street, Pietermaritzburg. (Ref. JVK/LAP/01/F508/004.)

Saak 10008/91

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Trustbank**, Eiser, en **Arnoldus Francois Bezuidenhout**, Verweerder

Ingevolge 'n vonnis in die Landdroshof, Klerksdorp, en 'n lasbrief vir eksekusie gedateer 22 November 1991, sal die ondergenoemde eiendom per publieke veiling op Vrydag, 1 Oktober 1993 om 10:00, voor die Landdroskantoor, Port Shepstone, aan die hoogste bieder verkoop word:

1/52ste aandeel uit Deel 5, soos aangetoon en volledig beskryf op Deelplan 153/86, in die gebou of geboue bekend as Margate Sands, groot 139 (eenhonderd nege-en-dertig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST153/86 (5) (72), onderhewig aan die volgende voorwaardes:

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

2. 10% (tien persent) van die koopprys is betaalbaar in kontant onmiddellik na afhandeling van die verkoop en die onbetaalde balans is betaalbaar binne 14 (veertien) dae vanaf datum van verkoping of gewaarborg word deur 'n goedgekeurde bank- en/of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees en geen waarborg daaromtrent word gegee nie: Deeltitel wooneenheid.

4. Die verkoopvoorwaardes van verkoop kan gedurende kantoorure nagegaan word by die kantoor van die Balju van die Landdroshof, Championweg 25, Orkney.

Gedateer te Orkney op hierdie 26ste dag van Augustus 1993.

F. D. Baird, vir Erasmus Jooste, Miltonlaan 54, Posbus 130, Orkney. (Tel. 63-4511.) (Verw. F. D. Baird/RJ/T45.)

Case 6741/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Loganathan Naidoo**, First Defendant, and **Somaganthie Naidoo**, Second Defendant

In pursuance of a judgment granted on 5 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 28 September 1993 at 10:00, at the front entrance to the Magistrate's Court, Chatsworth:

Description: Subdivision 40 of 3178 of Chat Two of the farm Chatsworth 834, situated in the City of Durban, Administrative District of Natal, in extent one hundred and eighty-six (186) square metres.

Address: 30 Sandalwood Grove, Westcliff, Chatsworth.

Improvements: Semi-detached double storey block under asbestos roof dwelling comprising of 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 at the offices of the Sheriff of the Magistrate's Court, Chatsworth.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. COLLS/P. Murugan/SN/05N225010.)

Case 35307/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Vimalanathan Moodley**, First Defendant, and
Thilagavathie Moodley, Second Defendant

In pursuance of a judgment granted on 13 July 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 1 October 1993 at 10:00, at the front entrance to the Sheriff's Offices, Mountview Shopping Centre, Inanda Road, Verulam:

Description: Lot 793, Forest Haven, situated in the City of Durban, Administrative District of Natal, in extent 332 square metres.

Address: 24 Goodhaven Circle, Foresthaven, Phoenix.

Improvements: Block under asbestos semi-detached dwelling, comprising of two bedrooms, lounge, kitchen, toilet, bathroom, water and lights 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 at the offices of the Sheriff of the Magistrate's Court, Verulam.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. COLLS/P. Murugan/SN/05N225021.)

Case 6004/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Matala Andries Mofokeng**, First Defendant, and
Sannie Nomathamanqa Mofokeng, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 17 July 1993, a sale in execution will be held on Friday, 1 October 1993 at 10:00, at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, when the following property will be sold by the Sheriff of the Magistrate's Court for the District of Inanda, to the highest bidder:

All right, title and interest in and to the leasehold in respect of: Lot 184, Inanda Glebe, Administrative District of Natal, in extent four hundred and one (401) square metres, with the postal and street address of Lot 184, Inanda Glebe.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a brick under tile roof dwelling comprising of two bedrooms, lounge, kitchen, toilet with bathroom and verandah—water and lights facilities.

The sale shall be subject to the following conditions:

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

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.

3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court for the Inanda District, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Avenues, Mountview, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 23rd day of August 1993.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N0519.3328/93.)

Case 474/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF HLABISA HELD AT MTUBATUBA

In the matter between **NBS Bank Limited**, Plaintiff, and **M.T. Dube**, Defendant

In pursuance of a judgment granted on 29 September 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 7 October 1993 at 11:15, on the steps of the Magistrate's Court, Mtubatuba:

1. (a) *Deeds office description:* Ownership Unit A940, situated in the Township of Kwamasane, District of Hlabisa, measuring three hundred and twenty-five (325) square metres in extent.

1. (b) *Street address:* A 940 Kwamasane.

1. (c) *Improvements* (not warranted to be correct): Single storey dwelling consisting of three bedrooms, bathroom with toilet, lounge and kitchen.

1. (d) *Zoning/special privileges or exemptions:* Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office Sheriff of the Magistrate's Court, White Street, 4 Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 2nd day of September 1993.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. 09/N2705/92.)

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

In the matter between **NBS Bank Limited**, Plaintiff, and **M. F. Shezi**, Defendant

In pursuance of a judgment granted on 29 November 1991 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in Execution, to the highest bidder on 1 October 1993 at 10:00, at the Magistrate's Court, Melmoth:

1. (a) *Deeds office description*: Ownership Unit D 1532, Township of Ulundi, District of Mahlabatini, measuring four hundred and fifty (450) square metres in extent.

1. (b) *Street address*: D 1532 Ulundi.

1. (c) *Improvements* (not warranted to be correct): Single storey dwelling consisting of three bedrooms, bathroom with toilet, kitchen and lounge.

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, Melmoth.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 2nd day of September 1993.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. 09/N2802/93)

Case 25178/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Abdool Rahim Sayed**, First Defendant, and **Zuleikha Sayed**, Second Defendant

In pursuance of a judgment granted on 13 January 1993, in the Magistrate's Court for the District of Durban held at Durban, the property listed hereunder will be sold in execution on Friday, 1 October 1993, at 10:00, in front of the Sheriff's Office, Verulam, corner of Inanda and Jacaranda Avenue, Verulam:

Description: Lot 254 Everest heights, situated in the Borough of Verulam and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1209 square metres.

Postal address: 6 Mira Way, Everest Heights, Verulam.

Improvements: Brick under tile dwelling comprising of two bedrooms, bedroom with en suite, lounge, dining-room, kitchen, toilet and bathroom.

Vacant possession is not guaranteed. Nothing in respect of the sale notice is guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff, Verulam. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 26th day of August 1993.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

Saak 1590/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **G. J. D. Matthews**, Eiser, en **J. A. Coetsee**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Excelsior, op Vrydag, 24 September 1993 om 10:00, van die ondervermelde 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 op die eiendom synde:

Plaas Saughton 577, distrik Thaba 'Nchu, groot 358,1089 hektaar, gehou kragtens Transportakte T.8110/90.

Die verbetering op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Twee woonhuise (een voorafvervaardig), motorhuis vir vier motors, groot trekkerstoor, verdere stoor met stalle en buitekamers, koelkamer vir melktenk, graanstoor, silo, twee boorgate een met windpomp en een met enjin en kragkop. Ongeveer 160 hektaar lande en drie weikampe.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank of bouverenigingswaarborg binne veertien (14) dae na afloop van die veiling.

Die verkoopvoorwaardes is ten kantore van die ondergemelde vir insae.

L. du Preez & Kie, Prokureurs vir die Eiser, Kerkstraat 24A, Posbus 106, Ladybrand.

Case 12601/92

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

In the matter between **Boland Bank Ltd**, Plaintiff, and **K. Govender**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Pinetown dated 26 January 1993 and a writ of execution dated 11 February 1993, the immovable property which is described hereunder, will be sold in execution on Friday, 8 October 1993 at 10:00, at the main entrance of the Magistrate's Court, Scottburgh, Scott Street, Scottburgh, without reserve:

Property description: Lot 5, Umzinto, situated in the Township of Umzinto, in the Umzinto Regional Services Area, Administrative District of Natal, in extent 3,3732 hectares, held under Deed of Transfer T21370/90.

Physical address of property: Lot 5, Umbelibli Farm, Umzinto, Natal.

Improvements of property (but nothing is guaranteed in respect thereof): Vacant land.

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 together with the auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of the sale.

3. 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.

4. Transfer will be affected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.

5. The full conditions of sale may be inspected at the offices of the Sheriff, 1 Savell Place, Scottburgh South, Scottburgh.

Dated at Pinetown this 2nd day of September 1993.

Geyser, Liebetrau, Du Toit & Louw, Plaintiff's Attorneys, Fourth Floor, Chartered House, 75 Crompton Street. (Ref. ATK/ai/B440T.)

Case 6918/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **R. N. Khanyile**, Defendant

In pursuance of a judgment granted on 2 July 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 1 October 1993 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Site D174, in the Township of kwaDabeka, District of Pinetown, in extent of 296 square metres, held by Deed of Grant 11496.

Physical address: Unit D174, kwaDabeka.

Improvements: Single storey, block under asbestos dwelling, bedroom, lounge, kitchen and shower/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 1st day of September 1993.

V. H. Clift, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 665/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Ntando Reginald Ndlovu**, Defendant

In pursuance of a judgment granted on 25 June 1993, in the Court of the Magistrate, Umlazi, and under a writ of execution issued thereunder, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 October 1993 at 10:00, at the Main East Entrance to the Magistrate's Court, Umbumbulu:

Description: Ownership Unit 1313, in the Township of kwaMakuta, in the county of Durban and more fully shown on General Plan BA35/1966, held under Deed of Grant 30 dated 7 June 1971, and in respect of which Deed of Grant transfer was registered to the Defendant on 17 October 1988, in extent 325,2 square metres.

Postal address: Unit 1313, kwaMakuta Township.

The property consists of dwelling-house of plastered blocks, under asbestos roof, three bedroom, bathroom, kitchen, dining-room, lounge, with electricity, no garage, no outbuildings or fence.

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 16% (sixteen 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 6th day of September 1993.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms H. Meumann/m/009958.)

Case 260/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Ishwarlal Ishwarlal**, First Defendant, and **Roshini Rugbeer Ishwarlal**, Second Defendant

In pursuance of a judgment in the Magistrate's Court, District of Umzinto, held at Scottburgh dated 5 March 1992, and a writ in execution dated 25 February 1992, the undermentioned property will be sold on 15 October 1993 at 10:00, on the front steps of the Magistrate's Court, Scott Street, Scottburgh:

Description: Lot 546, Park Rynie, situated in the Township of Umzinto North and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent three thousand six hundred and six (3 606) square metres.

Consisting of: Face brick and cement under tile dwelling consisting of right angular verandah, lounge/dining-room combined, three bedrooms, kitchen, separate dining-room, separate toilet with shower, full bathroom. Outbuilding: Brick and cement under asbestos room. NB. Building being renovated.

Postal address: Lot 546, Marine Drive, Park Rynie.

Zoning: Special Residential.

But nothing is guaranteed in these respects.

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchaser shall pay ten per cent (10%) of the purchase price in cash 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, District of Umzinto, within fourteen (14) days of the date of sale.

3. The purchaser shall pay auctioneer's charges on the date of sale and in addition transfer dues, costs of transfer plus arrear rates and any other charges necessary to effect transfer upon request by the attorney for the Execution Creditor.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, 1 Saville Place, Scottburgh South, Scottburgh.

Dated and signed at Umzinto on this 2nd day of September 1993.

P. Singh, for Singh & Gharbaharan, Plaintiff's Attorneys, First Floor, Mosque Centre, Main Road, Umzinto, P.O. Box 293, Umzinto, 4200.

Case 1448/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Rajesh Sunker**, Defendant

In pursuance of a judgment in the Magistrate's Court, District of Umzinto, held at Scottburgh dated 2 August 1993, and a writ of execution dated 20 July 1993, the undermentioned property will be sold on 8 October 1993 at 10:00, on the front steps of the Magistrate's Court, Scott Street, Scottburgh:

Description: Subdivision 11 (of 2) of Lot 5, Craigieburn, situated in the Development Area of Craigieburn and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent nine hundred and seventy (970) square metres.

Consisting of: One brick and plaster under tile split level dwelling consisting of: *Lower level:* Arch type front entrance with slasto floor patio, front entrance foyer, open plan kitchen with glazed tile floor, dining-room with hand-wash-basin, raised lounge fully carpeted, right angular balcony with sea views leading from lounge, prayer room, two bedrooms, one has M.E.S. and B.I.C's, separate toilet, full bathroom with raised bath and enclosed mosaic type tiled steps. *Upper level:* Carpeted staircase, sun or games room fully carpeted, balcony with sea views. *Outbuildings:* Arch type double garage with separate toilet and shower.

Postal address: 29 Dahalia Road, Craigieburn, Umkomaas.

Zoning: Special Residential, but nothing is guaranteed in these respects.

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchaser shall pay ten per cent (10%) of the purchase price in cash 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, District of Umzinto, within fourteen (14) days of the date of sale.

3. The purchaser shall pay auctioneer's charges on the date of sale and in addition transfer dues, costs of transfer plus arrear rates and any other charges necessary to effect transfer upon request by the attorney for the Execution Creditor.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, 1 Saville Place, Scottburgh South, Scottburgh.

Dated and signed at Umzinto on this 2nd day of September 1993.

P. Singh, for Singh & Gharbaharan, Plaintiff's Attorneys, First Floor, Mosque Centre, Main Road, Umzinto, P.O. Box 293, Umzinto, 4200.

Case 617/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Manuel Julien Pereira da Conceicao**, Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Scottburgh dated 8 June 1993, the following immovable properties will be sold in execution on 8 October 1993 at 10:00, at the main entrance to the Magistrate's Court, Scott Street, Scottburgh, to the highest bidder:

1. Lot 136 Elysium, situated in the Development Area of Elysium and in the Umzinto Regional Water Services Area, Administrative District of Natal in extent 6401 square metres and;

2. Lot 137, Elysium, situated in the Development Area of Elysium and in the Lower South Coast Regional Water Services Area, Administrative District of Natal in extent 6401 square metres.

The following information is furnished regarding the properties, but is not guaranteed.

The properties are situated at Lot 136, Elysium and Lot 137, Elysium.

Upon the properties is vacant land.

Material conditions of sale:

The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 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 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 2nd day of September 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 489/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Nedcor Bank Beperk**, Execution Creditor, and **Joseph Wilson Meunier**, Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Scottburgh dated 14 July 1993, the following immovable property will be sold in execution on 1 October 1993 at 10:00, at the main entrance to the Magistrate's Court, Scott Street, Scottburgh, to the highest bidder:

1. Lot 847, Hibberdene, situated in the Hibberdene Town Board Area and in the Lower South Coast Regional Water Services Area, Administrative District of Natal, in extent 1207 square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is situated at Lot 847, Hibberdene.

Upon the property is vacant land.

Material conditions of sale:

The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 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 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 6th day of September 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 439/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **Development & Services Board**, Judgment Creditor, and **Banoo Moosa**, Judgment Debtor

In pursuance of a judgment and writ of execution of this Court, the immovable property listed hereunder will be sold in execution on Friday, 8 October 1993 at 10:00, by the Sheriff for the Magistrate's Court at the front entrance to the Magistrate's Court Building, Couper Street, Stanger, to the highest bidder, without reserve, subject to the conditions of sale:

Lot 36, Tugela, situated in the Development Area of Tugela, Administrative District of Natal, in extent 1 187 square metres, situated at 24 Daffodil Drive, Mithanagar, Tongaat, held by Judgment Debtor under Deed of Transfer T15008/1982.

The following information is given about the immovable property but is not guaranteed:

Zoning: Residential.

Improvements: Brick under asbestos double garage and tiny tin shack.

The conditions of sale, which may be inspected at the office of the aforesaid Sheriff, will be read out immediately prior to the sale.

Dated at Pietermaritzburg on this 7th day of September 1993.

Venn Nemeth & Hart, Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. NLR/04D0976/91.)

Case 1608/93

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

In the matter between **Natal Building Society Limited**, Execution Creditor, and **C. G. C. Burger**, Execution Debtor

Pursuant to a judgment in the above Honourable Court and a writ of execution dated 30 August 1993, a sale by public auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Wednesday, 6 October 1993 at 11:00, whereby the following property will be sold to the highest bidder, namely:

Subdivision 1 of Erf 516, Vryheid Town, situated in the Borough of Vryheid, Administrative District of Vryheid, in extent 1 582 (one thousand five hundred and eighty-two) square metres, also better known as 70 East Street, Vryheid.

The conditions of sale which will be read immediately before the sale commences, are lying for inspection at the offices of the Sheriff, Paulpietersburg. The most important conditions thereof being the following:

Conditions:

1. The property will be sold by the Sheriff, Vryheid, on public auction to the highest bidder but such sale shall be subject to the conditions stipulated in terms of section 66 (2) of Act No. 32 of 1944, as amended.

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

Dated at Vryheid on this the 7th day of September 1993.

A. B. T. van der Merwe, for Cox & Partners, Plaintiff's Attorneys, corner of Market and High Streets, Vryheid.

Case 7686/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jabulani Emmanuel Mthembu**, Defendant

In pursuance of a judgment of the above Honourable Court dated 4 August 1993, a sale in execution will be held on Friday, 8 October 1993 at 10:00, at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, when the following property will be sold by the Sheriff of the Magistrate's Court for the Inanda District, to the highest bidder:

Ownership Unit C779, in the Township of Ntuzuma, District of Ntuzuma, in extent of 426 square metres, represented and described on General Plan PB12/1983, with the postal and street address of Unit C779, Ntuzuma.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a brick under tile roof dwelling with light and water facilities comprising of lounge, dining-room, kitchen, single garage, three bedrooms with en suite in one, toilet and bathroom.

The sale shall be subject to the following conditions:

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

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.

3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court for the Inanda District, 2 Mount View Shopping Centre, corner of Inanda and Jacaranda Avenue, Mount View, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 6th day of September 1993.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N423.3346/93.)

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

In the matter between **C. Ramiah**, Execution Creditor, and **Palain Jairomi Sewraj**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Durban, held at Durban in the above-mentioned case, and by virtue of a writ of execution issued thereon, the immovable property listed hereunder will be sold by public auction to the highest bidder at the front of the Magistrate's Court, Somtseu Road, Durban, on 5 October 1993 at 14:00:

Immovable property:

Description: Subdivision G of Y of the farm Duiker Fontein 785, renumbered to Subdivision 8 of Lot 20, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, measuring one thousand nine hundred and forty-six (1 946) square metres, held under Deed of Transfer T33672/1988.

Street address: 31 Parkington Grove, Greenwood Park, Durban, known as J. Park.

Improvements: Duplex consisting of brick and tile consisting of:

Unit 4 Soudom: Kitchen, lounge, three bedrooms (main en suite), bath, w.b. toilet, bathroom, shower, w.b., toilet, basement, lounge, kitchen, two bedrooms, bathroom, toilet and w.b.

Unit 3 Masel: Lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, w.b., toilet, study and room.

Unit 2: Three bedrooms (with en suite, shower, w.b., toilet), kitchen, bathroom, w.b. and toilet.

Unit 1: Lounge, three bedrooms (with main en suite, shower, w.b., toilet), kitchen, bathroom, w.b. and toilet.

Zoning: General Residential (nothing guaranteed).

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The 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 of the auctioneer within twenty-one (21) days after the sale.
3. The purchaser shall be liable for payment of interest at the rate of 19,75% (nineteen comma seven five per centum) per annum to the bondholder, ABSA Bank Limited (Registration No. 86/04794/06), trading as United Bank 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.
4. The purchaser shall pay auctioneer's charges and VAT immediately after the sale and in addition, all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and all other charges necessary to effect transfer upon request by the attorney for the Plaintiff.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban, and/or the offices of the Plaintiff's Attorneys at the address set out more fully herein below.

Dated at Durban this 3rd day of September 1993.

T. C. Mehta & Co., Plaintiff's Attorneys, 201 Victoria Heights, 56/58 Victoria Street, Durban.

Case 7685/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mandla Percival Ndaba**, Defendant

In pursuance of a judgment of the above Honourable Court dated 4 August 1993, a sale in execution will be held on Friday, 8 October 1993 at 10:00, at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, when the following property will be sold by the Sheriff of the Magistrate's Court for the Inanda District to the highest bidder.

Ownership Unit G368, in the Township of Ntuzuma District of Ntuzuma, in extent 456 square metres, represented and described on General Plan BP50/1986, with the postal and street address of Unit G368, Ntuzuma.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a block under concrete roof dwelling with light and water facilities comprising of two bedrooms, lounge, kitchen and toilet with bathroom.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court for the Inanda District, 2 Mount View Shopping Centre, corner of Inanda and Jacaranda Avenue, Mount View, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 6th day of September 1993.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh.N423.3347/93.)

Case 11784/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **Trustbank**, Execution Creditor, and **Mark Stevens**, Execution Debtor

The following property will be sold in execution on 24 September 1993 at 10:00, in front of the Magistrate's Court at Port Shepstone:

Certain 1/52 of Unit 23 of Scheme 153 SS, Margate Sands, Registration Division Margate/Margate, 3671, situated at Flat 23, Margate Sands, Margate, measuring 117 (one hundred and seventeen) square metres, consisting of shower, toilet and basin, two bedrooms, lounge, dining-room, kitchen, main en suit (bath and toilet), fully furnished and air conditioned, subject to certain servitudes as held under Deed of Transfer ST722-6/1988.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Magistrate's Court.

Date: 9 August 1993.

Van Rensburg Schoon & Cronje, Die Eike No. 8, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park, 1620. (Tel. 970-1203.) (Ref. Labuschagne/S1012.)

Case 877/93

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

In the matter between **Town Treasurer for the Borough of Pinetown**, Execution Creditor, and **T. A. Davids**, First Execution Debtor, and **T. Davids**, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown dated 19 March 1993, and a warrant of execution issued on 15 April 1993, the following immovable property will be sold in execution on 8 October 1993 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Lot 8585, Pinetown Extension 67, situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 565 square metres.

Postal address: 13 Cetus Place, Mariannridge, Pinetown.

Improvements: Brick and tile dwelling consisting of two bedrooms, toilet and bathroom, kitchen and lounge/dining-room.

Town-planning zoning: Residential.

Special privileges: None known.

Nothing is guaranteed in the above respect.

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 (excluding the Judgment Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the conditions of sale, is payable against transfer, to be secured in the interim by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. Transfer will be effected by the Execution Creditor's attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in Clause 5 of the conditions of sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said attorneys.

Dated at Pinetown this 23rd day of August 1993.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 564/93

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

In the matter between **Town Treasurer for the Borough of Pinetown**, Execution Creditor, and **M. W. Mtungwa**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown dated 8 April 1993, and a warrant of execution issued on 23 April 1993, the following immovable property will be sold in execution on 8 October 1993 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Lot 8579, Pinetown Extension 67, situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 668 square metres.

Postal address: 87 Carina Road, Mariannridge, Pinetown.

Improvements: Brick and tile dwelling consisting of two bedrooms, toilet/bathroom, kitchen and lounge/dining-room.

Town-planning zoning: Residential.

Special privileges: None known.

Nothing is guaranteed in the above respect.

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 (excluding the Judgment Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the conditions of sale, is payable against transfer, to be secured in the interim by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. Transfer will be effected by the Execution Creditor's attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in Clause 5 of the conditions of sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said attorneys.

Dated at Pinetown this 23rd day of August 1993.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 1367/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN**

In the matter between **Town Treasurer for the Borough of Queensburgh**, Execution Creditor, and **J. C. L. Fulscher**, First Execution Debtor, and **L. Fulscher**, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown dated 22 June 1993, and a warrant of execution issued on 30 June 1993, the following immovable property will be sold in execution on 8 October 1993 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Lot 3305, Queensburgh Extension 16, situated in the Borough of Queensburgh, and in the Administrative District of Natal, in extent 1 058 square metres.

Postal address: 13 Phillips Road, Escombe.

Improvements: Brick under tile dwelling consisting of three bedrooms, main en suite, toilet, bathroom, kitchen, lounge/dining-room, garage and servants' quarters.

Town-planning zoning: Residential.

Special privileges: None known.

Nothing is guaranteed in the above respect.

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 (excluding the Judgment Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the conditions of sale, is payable against transfer, to be secured in the interim by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. Transfer will be effected by the Execution Creditor's attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in Clause 5 of the conditions of sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said attorneys.

Dated at Pinetown this 23rd day of August 1993.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 30409/91**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN**

In the matter between **Allied Building Society Limited** (No. 87/02375/06), Plaintiff, and **David Louw** (married in community of property to Daphne Florence Louw), Defendant

In pursuance of a judgment granted on 30 August 1991, 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 8 October 1993 at 10:00, at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, consists of:

Description: A certain piece of land being Subdivision 4017 (of 1413) of the farm Zeekoe Vallei 787, re-numbered and now known as Subdivision 11 of Lot 426, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, in extent seven hundred and nine (709) square metres.

Postal address: 5/9 Marlin Grove, Newlands East, Natal.

Improvements: Double storey building, brick under i.b.r. roof, five parking-bays, ground floor consists of two shops, one measuring 80 square metres and one measuring 70 square metres, first floor consists of two flats, each measuring 80 square metres and each consisting of lounge, kitchen, two bedrooms, bathroom and w.c.

Town-planning zoning: Minor shopping.

Nothing is guaranteed in the above respects.

Material conditions:

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

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the 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, then the interest payable upon such preferent Creditor's claim) until the 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 arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, Verulam, at Mount View Shopping Centre, Inanda Road, Verulam, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 17th day of September 1993.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/hg/GAL.165.0.)

Case 810/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN**

In the matter between **Town Treasurer Borough of Pinetown**, Execution Creditor, and **M. Goolam (Goolam Mustapha)** First Execution Debtor, and **B. Khan (Jaithoon Bibi Khan)**, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 19 March 1993, and a warrant of execution issued on 15 April 1993, the following immovable property will be sold in execution on 8 October 1993 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Remainder of Lot 6486, Pinetown, situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 6 031 square metres.

Postal address: Acorn Road, Dassenhoek.

Improvements: Brick under asbestos building comprising four bedrooms, lounge, dining-room, two toilets, bathroom and two rooms.

Town-planning Zoning: Multiple.

Special privileges: None known.

Nothing is guaranteed in the above respect.

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 (excluding the Judgment Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the conditions of sale, is payable against transfer, to be secured in the interim by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. Transfer will be effected by the Execution Creditor's attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in Clause 5 of the conditions of sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said Attorneys.

Dated at Pinetown this 23rd day of August 1993.

C. J. A. Ferreira, Attorneys for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 3380/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE**

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Thandiwe Adelaide Sibeko**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 19 August 1993, the undermentioned property will be sold in execution on 6 October 1993 at 10:00, at the front entrance of the Magistrates' Court, Newcastle, namely:

A certain Site 2522, Unit B, Madadeni Township, District of Newcastle.

The property 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 1st day of September 1993.

Hopkins & Southey, Attorneys for Plaintiff, Suite 12, SA Perm Arcade, Upper Ground Floor, 59 Scott Street, Newcastle.

Saak 3380/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Limited**, Eksekusieskuldeiser, en **Thandiwe Adelaide Sibeko**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 19 Augustus 1993 word die ondervermelde eiendom op 6 Oktober 1993 om 10:00 voor die Landdroshof, Newcastle, geregtelik verkoop, naamlik:

Sekere Perseel 2522B, Madadeni-dorpsgebied, Newcastle distrik.

Die eiendom is verbeter, maar niks word gewaarborg nie. Die verkoopvoorwaardes is ter insae by die kantoor van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

- (1) Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
- (2) Die eiendom word voetstoots en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle hierdie 1ste dag van September 1993.

Hopkins & Southey, Prokureurs vir Eiser, Bo Grondvloer No. 12, SA Perm Arcade, Scottstraat 58, Newcastle.

Case 3383/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Mjokwane Johannes Sibeko**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 20 August 1993, the undermentioned property will be sold in execution on 6 October 1993 at 10:00, at the front entrance of the Magistrates' Court, Newcastle, namely:

A certain Site 8525, Unit E, Madadeni Township, District of Newcastle.

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 guarantee 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 1st day of September 1993.

Hopkins & Southey, Attorneys for Plaintiff, Suite 12, SA Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

Saak 3383/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Limited**, Eksekusieskuldeiser, en **Mjokwane Johannes Sibeko**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 20 Augustus 1993, word die ondervermelde eiendom op 6 Oktober 1993 om 10:00 voor die Landdroshof, Newcastle, geregtelik verkoop, naamlik:

Sekere Perseel E8525, Madadeni-dorpsgebied, Newcastle distrik.

Die eiendom is verbeter, maar niks word gewaarborg nie. Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

- (1) Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
- (2) Die eiendom word voetstoots en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle hierdie 1ste dag van September 1993.

Hopkins & Southey, Prokureurs vir Eiser, Bo Grondvloer No. 12, SA Perm Arcade, Scottstraat 58, Newcastle.

Case 3387/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Mbongeni Petros Mbatha**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 19 August 1993, the undermentioned property will be sold in execution on 6 October 1993 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Site D5764, Madadeni Township, District of Newcastle.

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 1st day of September 1993.

Hopkins & Southey, Attorneys for Plaintiff, Suite 12, SA Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Limited**, Eksekusieskuldeiser, en **Mbongeni Petros Mbatha**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 19 Augustus 1993 word die ondervermelde eiendom op 6 Oktober 1993 om 10:00, voor die Landdroshof, Newcastle, geregtelik verkoop, naamlik:

Sekere Perseel D5764, Madadeni-dorpsgebied, Newcastle distrik.

Die eiendom is verbeter, maar niks word gewaarborg nie. Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

- (1) Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
- (2) Die eiendom word voetstoots en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle hierdie 1ste dag van September 1993.

Hopkins & Southey, Prokureurs vir Eiser, Bo Grondvloer No. 12, SA Perm Arcade, Scottstraat 58, Newcastle.

ORANGE FREE STATE ORANJE-VRYSTAAT

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **Johanna Petronella Aduana Benade**, Verweerder

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling), sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind voor die hoofingang van die Landdroskantoor, Bloemfontein op Vrydag, 8 Oktober 1993 om 10:00, naamlik:

(a) Plot 45, Vallambrosa Kleinplase, geleë op die Resterende Gedeelte van die plaas Vallambrosa 1263, in die plaaslike gebied, Bloemfontein, distrik Bloemfontein, groot 4,2827 (vier komma twee agt twee sewe) hektaar.

(b) Plot 46, Vallambrosa Kleinplase, geleë in die plaaslike gebied Bloemfontein, distrik Bloemfontein, groot 4,2827 (vier komma twee agt twee sewe) hektaar.

Die volgende inligting word verstrek maar in hierdie opsig word niks gewaarborg nie: Verbeterings bestaan uit: Geen - onontwikkelde plote.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne veertien (14) dae na die datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae in my kantoor te Barnesstraat 5, Bloemfontein, gedurende kantoor-ure.

J. C. Pretorius, p.a. Naudes, Eiser se Prokureur, Trustfonteingebo, Posbus 143, Bloemfontein.

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Raad van Trustees van Zonnebloem**, Eiser, en **L. Bean**, Verweerder

Ingevolge 'n vonnis gedateer 14 Oktober 1992, en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 8 Oktober 1993 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenheid 10, Deeltitel Skema SS/44, Zonnebloem, groot 139 vierkante meter, gehou kragtens Akte van Transport ST5832/1992, Alwynlaan 8, Gardenia Park, Bloemfontein.

Verbeterings: Meenthuis bestaande uit drie slaapkamers, twee badkamers, sit- en eetkamer, kombuis met aparte opwas.

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 daar-kragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 18,5% (agtien komma vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 5de dag van Augustus 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 6029/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Trustbank, Eiser, en **Phakamile Daniel Jama**, Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 10 Junie 1993, en 'n lasbrief tot eksekusie sal die volgende eiendom in eksekusie verkoop word op 8 Oktober 1993 om 10:00, by die Peetlaan-ingang tot die Landdroshof, Bloemfontein, deur Nico Smith Afslaers, aan die persoon wat die hoogste aanbod maak, naamlik:

1. Sekere Erf 11923, Mangaung, distrik Bloemfontein, en gehou kragtens Sertifikaat van Geregistreerde Reg van Huurpag TL6252/92; en

2. Sekere Erf 11784, Mangaung, distrik Bloemfontein, en gehou kragtens Sertifikaat van Geregistreerde Reg van Huurpag TL1438/92.

Voorwaardes: Die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe 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 dae na die verkoopdatum verskaf word.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die Balju, Barnesstraat 5, Westdene, Bloemfontein.

Geteken te Bloemfontein hierdie 5de dag van Augustus 1993.

P. H. T. Colditz, p.a. Schoeman Smith, Prokureur vir Eiser, Sesde Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein, 9301. (Verw. P. H. T. Colditz/AR/Z01839.)

Saak 3973/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **ABSA Bank Beperk** (Reg. No. 86/04794/06), voorheen Allied Bouvereniging Beperk, Eksekusieskuldeiser, en **Time Housing (Proprietary) Limited**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 26 Julie 1993, in die Landdroshof, Odendaalsrus, sal die reg, titel en belang in en tot die volgende huurpageiendom verkoop word op 1 Oktober 1993 om 09:00:

Sekere Erf 3973, geleë in die dorpsgebied Kutlwoang, distrik Odendaalsrus, groot 240 vierkante meter, onderhewig aan sekere serwitute en gehou kragtens Sertifikaat van Geregistreerde Titel TL276, geregistreer op 9 Februarie 1989, met verbeterings daarop naamlik woonhuis en buitegeboue (ten opsigte waarvan geen waarborg gegee word nie).

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae, verkoop word aan die hoogste bieder en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 23 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 16% per jaar vanaf 1 Julie 1993 tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die Afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Odendaalsrus, nagesien word en indien enige van die inhoud van hierdie advertensie verskil van die terme en voorwaardes van die voorwaardes van verkoop, sal laasgenoemde se bepalings voorrang geniet.

Gedateer te Odendaalsrus hierdie 20ste dag van Augustus 1993.

Grunow Frost & Viljoen, Prokureur vir Eiser, Viljoengebou, Odendaalstraat 51, Posbus 170, Odendaalsrus, 9480. (Tel. 4-4055/6.)

Saak 1273/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Eskom Finansieringsmaatskappy (Eiendoms) Beperk**, Eiser, en **Tau David Mofokeng**, en **Nokapa Maria Mofokeng**, Verweerders

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling), sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind te die Landdroskantoor, Reitz, op Vrydag, 8 Oktober 1993 om 10:00, naamlik:

Erf 196, geleë in die dorp en distrik Reitz, groot 833 (agthonderd drie-en-dertig) vierkante meter, beter bekend as Hoopstraat 8, Reitz.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie. Verbeterings bestaan uit: Sitkamer, kombuis, slaapkamer, badkamer en toilet.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne veertien (14) dae na die datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae in my kantoor.

J. C. Pretorius, p.a. Naudes, Prokureur vir Eiser, Trustfonteingebou, St Andrewstraat 151, Posbus 153, Bloemfontein. Die Balju vir die distrik Reitz, President C. R. Swartstraat 3, Reitz, 9810.

Case 2403/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **Allied Building Society**, Plaintiff, and **Mara Cruywagen**, 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, 8 October 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 Plot 81, Bloemspruit, being 19 Martin Road, Bloemspruit, held by the Defendant in terms of Deed of Transfer T13074/88 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: Four bedrooms, lounge, dining-room, two bathrooms, kitchen, two outside rooms and two servants' rooms.

Conditions: The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein this 27th day of August 1993.

E. Holtzhausen, for Webbers, Attorney for Plaintiff, Third Floor, Allied House, West Burger Street, Bloemfontein. The Sheriff, Bloemfontein East.

Saak 5513/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedperm Bank Beperk**, Eksekusieskuldeiser, en **Niklaas Krisjan Ouman**, Eerste Eksekusieskuldenaar, en **Alinah Irish Ounman**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 14 Mei 1993, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 8 Oktober 1993 om 11:00, voor die Landdroshof, Welkom:

Erf 476, Uitbreiding 3, geleë in die dorpsgebied Bronville, distrik Ventersburg, groot 466 vierkante meter, gehou kragtens Akte van Transport T14920/1992, geregistreer op 26 Augustus 1992.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit kombuis, sitkamer, badkamer en motorafdak. 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 en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 18% (agtien persent) per jaar, vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom hierdie 1ste dag van September 1993.

F. J. Kapp, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Wessels & Smithgebou, Heerenstraat, Welkom.

Saak 8813/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **E P Bouvereniging**, Eiser, en **Daniël Smanga Mokeki**, Eerste Verweerder, en **Alletta Dikeledi Mokeki**, Tweede Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Welkom, gehou te Welkom, en kragtens 'n lasbrief vir eksekusie gedateer 13 Augustus 1993, sal die volgende eiendom per publieke veiling vir kontant, op 1 Oktober 1993 om 11:00, te die Tulbaghingang tot die Landdroshof, Welkom, Oranje-Vrystaat, aan die hoogste bieder verkoop word, naamlik:

Perseel 19914, geleë in die dorpsgebied Thabong, distrik Ventersburg, groot 258 (tweehonderd agt-en-vyftig) vierkante meter, soos aangetoon op Algemene Plan L21/1990, gehou kragtens Sertifikaat van Geregistreerde Reg van Huurpag TL1450/1990, ook bekend as Thabong 19914, Welkom, 9460.

Die eiendom bestaan uit, onder andere, die volgende: Woonhuis.

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 7 (sewe) dae na datum van die veiling.

(b) Die koper moet 'n deposito van 10% (tien persent) van die koopprijs kontant op die dag van die verkoping betaal, en die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank en/of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju van die Landdroshof binne 14 (veertien) dae na datum van die verkoping verstrek te word.

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan die Eiser teen 16,15% (sestien komma een 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 betaal op die dag van die verkoping, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonniskskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju van die Landdroshof waarborg geensins enige van die inligting hierin vermeld nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, Welkom, Oranje-Vrystaat en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Sonleyri Kamers, Heerenstraat 24, Welkom, Oranje-Vrystaat, gedurende kantoorure.

Geteken te Welkom op hede die 30ste dag van Augustus 1993.

H. H. Carshagen, vir Symington & De Kok, Prokureurs vir Eiser, Sonleyri Kamers, Heerenstraat 24, Posbus 2175, Welkom, 9460. (Tel. 353-3051.)

Saak 1821/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen **ABSA Bank Bpk.**, handeldrywende as Allied Bank, Eiser, en **C. D. J. Gunter**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 7 Junie 1993, sal die ondervermelde eiendom geregtelik verkoop word op Vrydag, 8 Oktober 1993 om 10:30, voor die hoofingang van die Landdroskantoor, Murraystraat, Kroonstad, deur Liz Venter Afslaers, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 1198, geleë in die dorp en distrik Kroonstad, groot 1 005 (eenduisend en vyf) vierkante meter, gehou kragtens Akte van Transport T4000/1987 en onderworpe aan sekere mineraleregte en servitude, beter bekend as Philipstraat 36, Kroonstad. Die eiendom bestaan uit 'n woonhuis met verbetering.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantore van die Balju en Liz Venter Afslaers, Hillstraat, Kroonstad. Die belangrikste voorwaardes daarin vervat is die volgende:

Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die verbandhouer, soos uiteengesit in die verkoopvoorwaardes wat ter insae lê by die kantore van die Balju en Liz Venter Afslaers, Hillstraat, Kroonstad.

Geteken te Kroonstad hierdie 2de dag van September 1993.

E. A. Burke, vir Naudé, Thompson & Du Bruyn, Prokureur vir Eiser, Reitzstraat 23, Posbus 932, Kroonstad, 9500.

Saak 8655/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRANDFORT GEHOU TE BRANDFORT

In die saak tussen **Kleinsake Ontwikkelingskorporasie**, Eiser, en **K. A. Thibeletsa**, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 16 Junie 1993 en lasbrief van eksekusie gedateer 13 Julie 1993, sal die volgende eiendom in eksekusie verkoop word op 30 September 1993 om 10:00, te Landdroskantoor, Soutpan, te wete:

Sekere Perseel 33, geleë Ikogomotseng, Soutpan, Groot 280 vierkante meter, gehou kragtens Sertifikaat T14398/83.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Brandfort en/of by die Eksekusieskuldeiser se prokureur p.a. Honey & Vennote, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 1ste dag van September 1993.

J. J. van Zyl, vir Honey & Vennote, Prokureur vir Eiser, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein.

Saak 219/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTHAVILLE GEHOU TE BOTHAVILLE

In die saak tussen **Die Standard Bank van Suid-Afrika**, Eiser, en **J. W. J. de Meyer**, Verweerder

Geliewe kennis te neem dat die Hof die goedere vermeld in die Inventaris hieronder per publieke veiling te koop sal aanbied aan die hoogste bieder, voetstoots vir kontant op Vrydag, 24 September 1993 om 10:00, te Erf 782, Negende Laan, Industriëlegebied, Bothaville, ter uitvoering van 'n eksekusiëlasbrief in bogemelde saak in die bedrag van R13 703,26 plus koste en rente.

Inventaris: Erf 782 (Uitbreiding 9), geleë in die dorp en distrik Bothaville, gehou kragtens Transportakte 9955/90.

Voorwaardes:

1. 'n Deposito van 10% (tien persent) is betaalbaar op datum van verkoping.
2. Die balans gewaarborg te word binne 21 dae na datum van verkoping.
3. Rente teen 'n koers van 18,25% (agtien komma twee vyf persent) op die balans van die verkoopprys.
4. Verdere voorwaardes lê ter insae by die kantore van Carey & Botha, Presidentstraat 13, Bothaville, en te die Balju van die Landdroshof.

Geteken te Bothaville op hierdie 25ste dag van Augustus 1993.

Carey & Botha, Prokureurs vir Eiser, Presidentstraat 13, Posbus 7, Bothaville, 9660.

Saak 913/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **S. L. Moloi**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 27 Julie 1993, en 'n lasbrief in bogemelde Agbare Hof gedateer op 27 Julie 1993, die ondergemelde eiendom op 1 Oktober 1993 om 10:00, Die Klipskool, Piet Uysstraat, Harrismith geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B642, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 5de dag van Augustus 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 65/3/93.)

Saak 910/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **M. A. Khiba**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 27 Julie 1993, en 'n lasbrief in bogemelde Agbare Hof gedateer op 27 Julie 1993, die ondergemelde eiendom op 1 Oktober 1993 om 10:00, Die Klipskool, Piet Uysstraat, Harrismith geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B624, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 5de dag van Augustus 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 62/3/93.)

Saak 915/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **V. I. Khanye**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 27 Julie 1993, en 'n lasbrief in bogemelde Agbare Hof gedateer op 27 Julie 1993, die ondergemelde eiendom op 1 Oktober 1993 om 10:00, Die Klipskool, Piet Uysstraat, Harrismith geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B232, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 5de dag van Augustus 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 56/3/93.)

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **K. P. Moloi**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 27 Julie 1993, en 'n lasbrief in bogemelde Agbare Hof gedateer op 27 Julie 1993, die ondergemelde eiendom op 1 Oktober 1993 om 10:00, Die Klipskool, Piet Uysstraat, Harrismith geregteelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B639, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 5de dag van Augustus 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 76/3/93.)

Saak 903/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **T. D. Mokoena**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 27 Julie 1993, en 'n lasbrief in bogemelde Agbare Hof gedateer op 27 Julie 1993, die ondergemelde eiendom op 1 Oktober 1993 om 10:00, Die Klipskool, Piet Uysstraat, Harrismith geregteelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B558, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 5de dag van Augustus 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 84/3/93.)

Saak 902/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **D. S. Molaoa**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 27 Julie 1993, en 'n lasbrief in bogemelde Agbare Hof gedateer op 27 Julie 1993, die ondergemelde eiendom op 1 Oktober 1993 om 10:00, Die Klipskool, Piet Uysstraat, Harrismith geregteelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B557, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 5de dag van Augustus 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 82/3/93.)

Saak 901/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **M. M. Mofokeng**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 27 Julie 1993, en 'n lasbrief in bogemelde Agbare Hof gedateer op 27 Julie 1993, die ondergemelde eiendom op 1 Oktober 1993 om 10:00, Die Klipskool, Piet Uysstraat, Harrismith geregteelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B555, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 5de dag van Augustus 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 81/3/93.)

Saak 900/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **T. M. Moeketsi**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 27 Julie 1993, en 'n lasbrief in bogemelde Agbare Hof gedateer op 27 Julie 1993, die ondergemelde eiendom op 1 Oktober 1993 om 10:00, Die Klipskool, Piet Uysstraat, Harrismith gereglik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B638, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 5de dag van Augustus 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 80/3/93.)

Saak 898/93

IN THE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **P. S. Hlakane**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 27 Julie 1993, en 'n lasbrief in bogemelde Agbare Hof gedateer op 27 Julie 1993, die ondergemelde eiendom op 1 Oktober 1993 om 10:00, Die Klipskool, Piet Uysstraat, Harrismith gereglik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B626, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 5de dag van Augustus 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 78/3/93.)

Saak 899/93

IN THE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **P. G. Mlangeni**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 27 Julie 1993, en 'n lasbrief in bogemelde Agbare Hof gedateer op 27 Julie 1993, die ondergemelde eiendom op 1 Oktober 1993 om 10:00, Die Klipskool, Piet Uysstraat, Harrismith gereglik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B636, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 5de dag van Augustus 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 79/3/93.)

Saak 906/93

IN THE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **N. S. Tshabalala**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 27 Julie 1993, en 'n lasbrief in bogemelde Agbare Hof gedateer op 27 Julie 1993, die ondergemelde eiendom op 1 Oktober 1993 om 10:00, Die Klipskool, Piet Uysstraat, Harrismith gereglik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B559, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 5de dag van Augustus 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 58/3/93.)

Saak 909/93

IN THE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **P. Tsotetsi**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 27 Julie 1993, en 'n lasbrief in bogemelde Agbare Hof gedateer op 27 Julie 1993, die ondergemelde eiendom op 1 Oktober 1993 om 10:00, Die Klipskool, Piet Uysstraat, Harrismith, geregteik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B313, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 5de dag van Augustus 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview, Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 61/3/93.)

Saak 914/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **Qwaqwa Behuisingskorporasie Beperk**, Eiser, en **I. M. Khomo**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 27 Julie 1993 en 'n lasbrief in bogemelde Agbare Hof gedateer 27 Julie 1993, die ondergemelde eiendom op 1 Oktober 1993 om 10:00, Die Klipskool, Piet Uysstraat, Harrismith, geregteik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B640, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 5de dag van Augustus 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview, Posbus 5760, Phuthaditjhaba. [Tel. (05871) 33682.] (Verw. 66/3/93.)

Saak 912/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **Qwaqwa Behuisingskorporasie Beperk**, Eiser, en **M. J. Molise**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 27 Julie 1993 en 'n lasbrief in bogemelde Agbare Hof gedateer 27 Julie 1993, die ondergemelde eiendom op 1 Oktober 1993 om 10:00, Die Klipskool, Piet Uysstraat, Harrismith, geregteik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel, in sekere Perseel B644, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 5de dag van Augustus 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview, Posbus 5760, Phuthaditjhaba. [Tel. (05871) 33682.] (Verw. 64/3/93.)

Saak 905/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **Qwaqwa Behuisingskorporasie Beperk**, Eiser, en **T. M. Mohono**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 27 Julie 1993 en 'n lasbrief in bogemelde Agbare Hof gedateer op 27 Julie 1993, die ondergemelde eiendom op 1 Oktober 1993 om 10:00, Die Klipskool, Piet Uysstraat, Harrismith, geregteik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B652, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 5de dag van Augustus 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview, Posbus 5760, Phuthaditjhaba. [Tel. (05871) 33682.] (Verw. 57/3/93.)

Saak 908/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **M. P. Mokhamo**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 27 Julie 1993 en 'n lasbrief in bogemelde Agbare Hof gedateer 27 Julie 1993, die ondergemelde eiendom op 1 Oktober 1993 om 10:00, Die Klipskool, Piet Uysstraat, Harrismith, geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B556, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 5de dag van Augustus 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview, Posbus 5760, Phuthaditjhaba. [Tel. (05871) 33682.] (Verw. 60/3/93.)

Saak 904/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **M. F. Mofokeng**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 27 Julie 1993 en 'n lasbrief in bogemelde Agbare Hof gedateer op 27 Julie 1993, die ondergemelde eiendom op 1 Oktober 1993 om 10:00, Die Klipskool, Piet Uysstraat, Harrismith, geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B240, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 5de dag van Augustus 1993.

Thom Ferreira, vir QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview, Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 55/3/93.)

Case 7492/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Elona Soll**, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 13 August 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, of the highest bidder on 15 October 1993 at 11:00, at the Tulbach Street Entrance, to the Magistrate's Court, Welkom, namely certain:

Certain Erf 5884, situated in Welkom, District of Welkom, measuring 1 132 square metres, held by the Defendant by virtue of Deed of Transfer T241/87, known as 7 Hertzog Street, Seemeeu Park, Welkom.

Improvements: Lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, servants' quarters, garage 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 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 costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 7th day of September 1993.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/wh/AL585.)

Saak 12861/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Trevor Moses Kala**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein, en kragtens 'n lasbrief gedateer 2 Augustus 1993, sal die volgende eiendomme van die Verweerder per publieke veiling vir kontant op Vrydag, 8 Oktober 1993 om 10:00, te Peetlaaningang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

(a) Deel 3 soos getoon en volledig beskryf op Deelplan SS38/1991 in die gebou of geboue bekend as Da Vinci Square, geleë te Erf 1382-uitbreiding 2, dorp Ashbury, distrik Bloemfontein, waarvan die vloeroppervlakte, volgens genoemde deelplan 48 vierkante meter is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue soos getoon en volledig beskryf op die genoemde deelplan, toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, gehou kragtens sertifikaat van geregistreerde Deeltitel ST38/1991 (3) (unit).

Die eiendom bestaan onder andere uit die volgende: Sitkamer, eetkamer, twee slaapkamers, badkamer en toilet.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom/me 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 afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge 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 Baljuwaarborg geensins van enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein-Oos, en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 9de dag van September 1993.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir die Eiser, Bloemfontein.

Saak 36/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KOFFIEFONTEIN GEHOU TE KOFFIEFONTEIN

In die saak tussen **Saambou Bank Beperk**, Eiser, en **W. M. Majodina**, Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros, Koffiefontein, op 16 Februarie 1992, en lasbrief vir eksekusie sal die volgende eiendom in eksekusie verkoop word op 1 Oktober 1993 om 11:00, te Koffiefontein, deur die Balju, Petrusburg, aan die persoon wat die hoogste bod maak, naamlik:

Perseel 256, Dithake, Administratiewe Distrik van Fauresmith, beter bekend as Dithake 256, Koffiefontein, groot 293 vierkante meter.

Sonering: Woningdoeleindes alleenlik.

Gehou kragtens Sertifikaat van Geregistreerde Huurpagtoekenning TL2885/1989, onderworpe aan Verbandakte BL2133/1989 ten gunste van Saambou Bank.

Die verkoopvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Petrusburg.

10% (tien persent) van die koopprys en afslaaersgelde betaalbaar in kontant op die datum van verkoping. Die balans teen transport verseker deur 'n aanvaarbare waarborg.

Datum: 2 September 1993.

Van de Wall & Vennote, Prokureur vir Eiser, Van de Wall-gebou, Southeystraat, Kimberley, 8301.

Saak 599/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KOFFIEFONTEIN GEHOU TE KOFFIEFONTEIN

In die saak tussen **Saambou Bank Beperk**, Eiser, en **S. K. Hume**, Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros, Koffiefontein, op 25 Januarie 1993, en lasbrief vir eksekusie, sal die volgende eiendom in eksekusie verkoop word op 1 Oktober 1993 om 11:00, voor die Landdroskantoor, Koffiefontein, deur die Balju, Koffiefontein, aan die persoon wat die hoogste bod maak, naamlik:

Sekere Perseel 429 Dithake, geleë in die administratiewe distrik Fauresmith, beter bekend as Dithake 429, Koffiefontein, groot 392 (driehonderd twee-en-negentig) vierkante meter.

Sonering: Woningdoeleindes alleenlik, gehou kragtens Sertifikaat van Geregistreerde Huurpagtoekenning TL416/90, onderworpe aan Verbandakte BL283/1990 ten gunste van Saambou-Bank.

Die verkoopvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Koffiefontein.

10% (tien persent) van die koopprys en afslaaersgelde betaalbaar in kontant op die datum van verkoping. Die balans teen transport verseker deur 'n aanvaarbare waarborg.

Datum: 3 September 1993.

Van de Wall & Vennote, Prokureur vir Eiser, Van de Wallgebou, Southeystraat, Kimberley, 8301.

Saak 189/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KOFFIEFONTEIN GEHOU TE KOFFIEFONTEIN

In die saak tussen **Saambou Bank**, Eiser, en **C. R. Goodman**, Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros, Koffiefontein op 17 Augustus 1993, en lasbrief vir eksekusie, sal die volgende eiendom in eksekusie verkoop word op 1 Oktober 1993 om 11:00, voor die Landdroskantoor, Koffiefontein, deur die Balju, Petrusburg, aan die persoon wat die hoogste bod maak, naamlik:

Sekere Erf 264, Sitlhake, geleë in die Administratiewe Distrik van Fauresmith, beter bekend as Ditlhake 264, Koffiefontein, groot 294 (tweehonderd vier-en-negentig) vierkante meter.

Sonering: Woningdoeleindes alleenlik.

Gehou kragtens Transportakte TL9333/1992 gedateer 27 Mei 1992, onderworpe aan Verbandakte BL6615/1992 ten gunste van Saambou-Bank.

Die verkoopvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

10% (tien persent) van die koopprys en afslaersgelde betaalbaar in kontant op die datum van verkoping. Die balans teen transport verseker deur 'n aanvaarbare waarborg.

Datum: 3 September 1993.

Van de Wall & Vennote, Prokureur vir Eiser, Van de Wallgebou, Southeystraat, Kimberley, 8301.

Saak 188/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KOFFIEFONTEIN GEHOU TE KOFFIEFONTEIN

In die saak tussen **Saambou Bank**, Eiser, en **M. R. B. Romain**, Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros, Koffiefontein, op 17 Augustus 1993, en lasbrief vir eksekusie, sal die volgende eiendom in eksekusie verkoop word op 1 Oktober 1993 om 11:00, voor die Landdroskantoor, Koffiefontein, deur die Balju, Petrusburg, aan die persoon wat die hoogste bod maak, naamlik:

Sekere Erf 247, Ditlhake, geleë in die administratiewe distrik Fauresmith, beter bekend as Ditlhake 247, Koffiefontein, groot 299 (tweehonderd nege-en-negentig) vierkante meter.

Sonering: Woningdoeleindes alleenlik.

Gehou kragtens Sertifikaat van Geregistreerde Huurpagtoekenning TL3814/1989, gedateer 12 Desember 1989, onderworpe aan Verbandakte BL2792/1989 ten gunste van Saambou Bank.

Die verkoopvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Petrusburg.

10% (tien persent) van die koopprys en afslaersgelde betaalbaar in kontant op die datum van verkoping. Die balans teen transport verseker deur 'n aanvaarbare waarborg.

Datum: 3 September 1993.

Van de Wall & Vennote, Prokureur vir Eiser, Van de Wallgebou, Southeystraat, Kimberley, 8301.

Saak 8720/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Standard Bank van SA Beperk**, Eksekusieskuldeiser, en **S. A. Mokorosi**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 17 Augustus 1993, in die Landdroshof te Welkom, sal die volgende eiendom verkoop word op Vrydag, 22 Oktober 1993 om 11:00, te die Hoofregeringsgebou (Landdroskantore) te Welkom:

Sekere Erf 19316, geleë in die dorp Thabong, distrik Welkom, groot 299 (tweehonderd nege-en-negentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Titel TL16168/1991, registreer op 11 Desember 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 bepalinge van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

(b) Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 19,75% (negentien komma sewe 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 word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Welkom hierdie 8ste dag van September 1993.

L. P. Grimsell, vir Andrews & Podbielski, Prokureurs vir Vonnisskuldeiser, Eerste Verdieping, Boland Bankgebou, Elizabethstraat, Posbus 595, Welkom, 9460. (Verw. Grimsell/edej/18443.)

Aan: Die Klerk van die Hof, Welkom.

En aan: Die Baljukantore, Welkom.

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

OPENBARE VERKOPING

BOEDELVEILING

Neem kennis dat die ondergemelde los goedere per openbare veiling te koop aangebied sal word in opdrag van die Kurator in die insolvente boedel van **H. W. Schoombie, Meestersverwysingsnommer T4301/92**, te Sealeneweg 73, Phalaborwa, om 10:00 op Vrydag, 24 September 1993, naamlik:

Verskeie dennehout beddens met matrasse, gordyne, gaslampe, braaistelle, tuingereedskap en tuinstoele.

Vir verdere besonderhede skakel prokureur Paul Avenant by (01524) 3354/5 bedags.

Paul Avenant, Wilgerlaan 17; Posbus 805, Phalaborwa, 1390.

PETER WILLIAMS AUCTIONEERING AND PROPERTY SERVICES (PTY) LTD

(Reg. No. 83/3833)

LIQUIDATION SALE OF WELL-SITUATED BUSINESS PREMISES, DASPOORT — AS WELL AS TWO FORD DELIVERY VEHICLES, HARDWARE, OFFICE FURNITURE, SHELIVING, ETC.

Duly instructed thereto be the liquidator of **Zylkor Hout en Hardeware (Pty) Ltd**, in liquidation, **Master's Reference T2466/93**, we will sell, on Wednesday, 22 September 1993 at 10:00, on the spot, i.e. 750 Moot Street, Daspoort, the undermentioned property and moveable assets:

1. Erf 74, Daspoort, measuring 1 983 square metres, being 750 Moot Street.

Improvements on this well-situated corner erf consist of a brick under iron shop building with ladies' and gents toilets and kitchen facilities of approximately 400 square metres, and a second small shop with store-room of approximately 150 square metres. Further improvements consist of five lock-up store-rooms, a large timber store with mezzanine floor of approximately 500 square metres, and a well-constructed steel under iron carport of approximately 120 square metres. The shop is burglar-proofed and the erf is security fenced.

Auctioneer's note: These premises would be suitable for hardware merchants, cartage contractors and motor dealers, as it is zoned general business, with FSR of two, height zone of 19 metres and coverage of 60% (sixty per cent). This property offers excellent future development potential.

Financing: A substantial building society bond is available to an approved purchaser.

2A. 1973 Ford D.0910 custom cab truck; 1984 Ford Cargo 0912 truck. Both the above vehicles appear to be in good condition.

2B. The stock consists of a large quantity of plumbing and electrical equipment, paint, timber, pelmets and various other items of hardware. *N.B.:* To be sold in large lots.

2C. Equipment consisting of a large quantity of steel shelving and gondolas, Sharp cash register, 2 safes, Amano timeclock, desks, chairs, table, etc.

Terms:

Property: 15% (fifteen per cent) deposit on day of sale and balance within 30 days of confirmation.

Moveables: Strictly cash or bank-guaranteed cheques, unless prior arrangements have been made with the auctioneers.

Viewing: Monday and Tuesday, 20 September 1993 and 21 September 1993, from 09:00 to 16:30.

For further details contact the auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. Tel. 335-2931/2.

TRAKMAN'S AUCTION SALES

Instructed thereto by the liquidator of **ASA Paving (Pty) Ltd**, in liquidation, **Master's Reference T1169/93**, we will sell certain Erven 32, 33 and Remaining Extent of 270 Riversdale, District of Meyerton, on Wednesday, 22 September 1993 at 10:30.

Terms: 20% (twenty per cent) by cash or bank-guaranteed cheque, and the balance within 30 days by suitable Bankor Building Society guarantee.

Sale takes place at the corner of Hahn and Jakaranda Streets, Riversdale, Meyerton.

Trakman's Auctioneers (Pty) Ltd, Box 53544, Troyeville, 2139. Phone (011) 614-7135.

TRAKMAN'S AUCTION SALES

Instructed thereto by the joint liquidators of **Eitan Tyre Moulds (Pty) Ltd**, in liquidation, **Master's Reference T1167/93**, trading as Multimould, we will sell the assets at the spot, corner of Jaguar and Rover Streets, Rustivia (Elandsfontein), on Tuesday, 19 October 1993 at 10:00.

Terms: Cash.

Trakman's Auctioneers (Pty) Ltd, Box 53544, Troyeville, 2139. Phone (011) 614-7135.

CAHI AUCTIONEERS, APPRAISERS & STOCK LIQUIDATORS

(Registration No. 87/12616/23)

INSOLVENT ESTATE AUCTION — THREE-BEDROOMED HOME, EERSTERUS, PRETORIA

Duly instructed by the trustee in the insolvent estate **N. C. Gould, Master's Reference T4474/92**, we will sell on Tuesday, 28 September 1993 at 14:00, on site 311 Zelik Glyne Avenue, Eersterus, Pretoria:

Three-bedroomed home, bathroom, open-plan kitchen, dining-room, lounge, servant's room and lock-up garage.

View by appointment.

Terms: 20% (twenty per cent) deposit on the fall of the hammer. Cash or bank-guaranteed cheques only. Balance within 30 days after confirmation.

For further info contact Greg or Ronel of Cahi Auctioneers. Tel. (012) 325-7250. Fax (012) 324-2215.

CAHI AUCTIONEERS, APPRAISERS & STOCK LIQUIDATORS

(Registration No. 87/12616/23)

INSOLVENT ESTATE AUCTION — THREE-BEDROOMED HOME, LAUDIUM, PRETORIA

Duly instructed by the trustee in the insolvent estate **N. C. Gould, Master's Reference T4474/92**, we will sell on Tuesday, 28 September 1993 at 11:00, on site 404 Agra Street West, Laudium, Pretoria:

Three-bedroomed home, bathroom, separate lounge and dining-room, modern kitchen and servant's room.

View by appointment.

Terms: 20% (twenty per cent) deposit on the fall of the hammer. Cash or bank-guaranteed cheques only. Balance within 30 days after confirmation.

For further info contact Greg or Ronel of Cahi Auctioneers. Tel. (012) 325-7250. Fax (012) 324-2215.

CAHI AUCTIONEERS, APPRAISERS & STOCK LIQUIDATORS

(Registration No. 87/12616/23)

INSOLVENT ESTATE AUCTION — ONE AND A HALF BEDROOMED FLAT, ARCADIA, PRETORIA

Duly instructed by the trustee in the insolvent estate **D. M. Murphy, Master's Reference T4383/92**, we will sell on Thursday, 23 September 1993 at 11:00, on site Flat 2, Acacia, 725 Schoeman Street, Arcadia, Pretoria:

One and a half bedroomed flat, separate dining-room off kitchen, large lounge. Building with full security.

View by appointment.

Terms: 20% (twenty per cent) deposit on the fall of the hammer. Cash or bank-guaranteed cheques only. Balance within 30 days after confirmation.

For further info contact Greg or Ronel of Cahi Auctioneers. Tel. (012) 325-7250. Fax (012) 324-2215.

VERED AUCTIONEERS**INSOLVENT ESTATE J. A. MARTINEZ: MASTER'S REFERENCE T5395/92**

Instructed by the trustee in the above matter, we will sell by public auction: Erf 376, Northwold Extension 4, Randburg:

Improvements: Comprise a split-level house with thatched roof with open-plan kitchen/dining-room, two bedrooms, single bathroom and study on Ground Floor, and lounge, living-room and master bedroom en-suite on the mezzanine level. *Out-buildings:* Consist of single garage and outside toilet.

Conditions: The property will be sold to the highest accepted bidder, subject to confirmation by the trustee.

Terms: 20% (twenty per cent) deposit in cash or bank-certified cheque immediately, the balance by approved guarantees within 30 days.

Date of sale: Monday, 27 September 1993 at 11:00 at the property, 78 Sanet Street, Northwold Extension 4, Randburg.

Viewing: The property can be viewed on Sunday, 19 September from 11:00 to 13:00.

For further information please phone the auctioneers Vered (011) 646-5432.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

VERED AUCTIONEERS**INSOLVENT ESTATE R. E. JUDES: MASTER'S REFERENCE T1152/93**

Instructed by the trustee in the above matter, we will sell by public auction: Erf 3, in the Township of Elton Hill, District of Johannesburg, being 28 Athol Road, Elton Hill, Johannesburg.

Improvements: Consist of single-storey dwelling of entrance, lounge, dining-room, family room, three bedrooms, two bathrooms, separate toilet and kitchen. *Outbuildings:* Consist of laundry, two rooms, toilet and shower and double garage. The property has a swimming-pool.

Conditions: The property will be sold to the highest accepted bidder, subject to confirmation by the trustee.

Terms: 15% (fifteen per cent) deposit in cash or bank-certified cheque immediately, the balance by approved guarantees within 30 days.

Date of sale: Tuesday, 21 September 1993 at 14:30 at the property, 28 Athol Road, Elton Hill, Johannesburg.

Viewing: The property can be viewed on Sunday, 12 September from 11:00 to 13:00.

For further information please phone the auctioneers Vered (011) 646-5432.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

VERED AUCTIONEERS**INSOLVENT ESTATE E. A. HORNE: MASTER'S REFERENCE T1278/93**

Instructed by the trustee in the above matter, we will sell by public auction: Stand 160, Alberante, Alberton, being 23 De Wet Street, Alberante, Alberton.

Improvements: Consist of lounge, dining-room, family room, study, bar, four bedrooms, two and a half bathrooms, kitchen, breakfast nook and scullery plus large entertaining room overlooking pool area. *Outbuildings:* Comprise double lock-up garage, maid's room and bathroom.

Conditions: The property will be sold to the highest accepted bidder, subject to confirmation by the trustee.

Terms: 15% (fifteen per cent) deposit in cash or bank-certified cheque immediately, the balance by approved guarantees within 30 days.

Date of sale: Thursday, 23 September 1993 at 12:00 at the property, 23 De Wet Street, Alberante, Alberton.

Viewing: The property can be viewed by appointment with the auctioneer.

For further information please phone the auctioneers Vered (011) 646-5432.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

VERED AUCTIONEERS**INSOLVENT ESTATE D. R. MICHAEL: MASTER'S REFERENCE T1233/93**

Instructed by the trustee in the above matter, we will sell by public auction: Stand 215, Dalview, Brakpan, measuring 1 040 square metres.

Improvements: Consist of entrance, lounge, dining-room, three bedrooms, bathroom and kitchen. *Outbuildings:* Consist of laundry, maid's room, toilet and shower, covered bar and entertaining area with toilet and shower overlooking the pool. Large aviary.

Conditions: The property will be sold to the highest accepted bidder, subject to confirmation by the trustee.

Terms: 15% (fifteen per cent) deposit in cash or bank-certified cheque immediately, the balance by approved guarantees within 30 days.

Date of sale: Thursday, 23 September 1993 at 14:30, at the property, 24 Van der Walt Street, Dalview, Brakpan.

Viewing: The property can be viewed during the day.

For further information please phone the auctioneers Vered (011) 646-5432.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

VAN'S AFSLAERS**VEILING WOONHUIS, NINAPARK, AKASIA**

In opdrag van die Kurator, insolvente boedel **E. de Roubaix, Meestersverwysing T3160/93**, verkoop Van's Afslers ondervermelde eiendom per openbare veiling, sonder reserwe, onderhewig aan bekragtiging:

Dinsdag, 21 September 1993 om 11:00, te Berglaan 1199, Ninapark, Akasia.

Beskrywing: Erf 340, Ninapark 5, Akasia. Groot: 2 941 m².

Verbeterings: Dubbelverdieping, vyfslaapkamergrasdakwoning, met gewone vertrekke, bediendekamers, motorhuise, dubbelafdak, swembad en braai-area.

Betaling: 20% (twintig persent) deposito plus afslerskommissie in kontant of gewaarborgde tjek. Waarborgte binne 30 dae.

Inligting: Skakel Van's Afslers (012) 335-2974.

VAN'S AFSLAERS**VEILING WOONHUIS, DASPOORT, PRETORIA**

In opdrag van die Kurator, insolvente boedel **E. de Roubaix, Meestersverwysing T3160/93**, verkoop Van's Afslaers ondervermelde eiendom per openbare veiling, sonder reserwe, onderhewig aan bekragtiging:

Dinsdag, 21 September 1993 om 12:00, te Taljaardstraat 509, Daspoort, Pretoria.

Beskrywing: Gedeelte 1, Erf 192, Daspoort, Pretoria. *Groot:* 727 m².

Verbeterings: Plat sinkdakwoning met drie slaapkamers, gewone vertrekke en motorhuis.

Betaling: 20% (twintig persent) deposito *plus* afslaerskommissie in kontant of gewaarborgde tjek. Waarborgte binne 30 dae.

Inligting: Skakel Van's Afslaers (012) 335-2974.

VERED AUCTIONEERS**INSOLVENT ESTATE T. I. DE VOS: MASTER'S REFERENCE T2634/93**

Instructed by the trustee in the above matter, we will sell by public auction, Portion 61 of the farm Langkuil 363 IR, being Plot 64, Boskat Street, Langkuil, Meyerton.

Improvements: Consist of a single-storey dwelling of entrance, lounge/dining-room, kitchen, three bedrooms and bathroom. *Outbuildings:* Include five stables, two servants' rooms with bathroom and a large covered workshop.

Conditions: The property will be sold to the highest accepted bidder, subject to confirmation by the trustee.

Terms: 15% (fifteen per cent) deposit in cash or bank-certified cheque immediately, the balance by approved guarantees within 30 days.

Date of auction: Tuesday, 5 October 1993.

Date of sale: Tuesday, 5 October 1993, at 12:00 at the property, Plot 61, Boskat Street, Langkuil/Meyerton.

Viewing: The property can be viewed during the day. Security in attendance.

For further information please phone the auctioneers: Vered (011) 646-5432.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

VERED AUCTIONEERS**INSOLVENT ESTATE A. AND Z. DETHIOUX: MASTER'S REFERENCE T202/93**

Instructed by the trustees in the above matter, we will sell by public auction, Erf 749, Strubens Valley Extension 3, Roodepoort, being 954 Florin Road, Roodepoort.

Improvements: Comprise a single-storey dwelling with entrance, lounge/dining-room, three bedrooms, bathroom and kitchen. The property is fenced and has a carport.

Conditions: The property will be sold to the highest accepted bidder, subject to confirmation by the trustees.

Terms: 15% (fifteen per cent) deposit in cash or bank-certified cheque immediately, the balance by approved guarantees within 30 days.

Date of sale: Tuesday, 28 September 1993, at 10:00 at the property, 954 Florin Road, Roodepoort.

Viewing: The property can be viewed during the day. Security in attendance.

For further information please phone the auctioneers: Vered (011) 646-5432.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

UBIQUE AFSLAERS

In opdrag van die eksekuteur in boedel wyle **J. J. Rousseau**, sal ons die bates verkoop te Plot 157, Vyfhoek, Potchefstroom, op 24 September 1993 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Potchefstroom.

PINE KRITZINGER AFSLAERS BK.**VEILING**

In opdrag van die likwidateur in die boedel van **Pesans Bazaar (Edms.) Beperk**, in likwidasie, verkoop ons die volgende bates per openbare veiling:

Wanneer: 24 September 1993.

Hoe laat: om 10:00.

Waar: Teaklaan 11, Klerkindustria, Klerksdorp.

'n Baie groot verskeidenheid dames-, mans- en kinderkleres waaronder bloese, skoene (Barret, Berziets, Pino Gardine, Jordan, Maywood, Bostouni, John Drakes), denim langbroeke, T-hemde, windbrekers, denimbaadjies, truië, formele hemde, formele en informele langbroeke, sweetpakke, denimhemde, sokkerhemde en broeke, hoede, Bermuda kortbroeke, oorpakke, skoolhemde, Miami Vice pakke klere en nog vele meer — te veel om op te noem.

Aantal staalrakke, Tedelex elektroniese kasregister, brandkluis, glas uitstaltouanbanke, uitstal skoenrakke, klerehangers, spaar onderdele vir staalrakke en uitstaltouanbanke vir klere.

Terme: Goedere word voetstoots verkoop. Kontant of bankgewaarborgde tjeks.

Vir nadere besonderhede kontak die afslaer: Mnr. Kritzinger, mnr. Malan, mev. Thomas of mev. Bosch. Tel. (018) 462-9550/1.

Pine Kritzinger Afslaers BK., Teaklaan 11, Klerkindustria, Klerksdorp.

BID-A-BID AUCTIONEERS

Instructed thereto by the trustee of insolvent estate **E. S. G. Kritzas, Master's Reference T1266/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 21 September 1993 at 10:30.

Terms: Cash or bank-guaranteed cheque only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERS

Instructed thereto by the trustee of insolvent estate **B. Swart, Master's Reference T3729/92**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 21 September 1993 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: **D. M. AND C. T. PIENAAR, MASTER'S REFERENCE NUMBER: T1601/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 7 Volvo Street, Aureus Extension 3, District of Randfontein, Transvaal, on Thursday, 23 September 1993 at 12:30: A factory building.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS

DIVORCE DISSOLUTION: **A. AND G. MINIGGIO, WITWATERSRAND SUPREME (LOCAL DIVISION), COURT CASE NUMBER 91/25521**

Duly instructed by the liquidator in the above-mentioned divorce dissolution, we will sell by public auction, on site at Plot 20, Forest Drive, Pine Slopes, District of Sandton, Transvaal, on Monday, 20 September 1993 at 10:30: A large residence.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: **D. M. AND C. T. PIENAAR, MASTER'S REFERENCE NUMBER: T1601/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 26 Suikerbos Street, Greenhills, District of Randfontein, Transvaal, on Thursday, 23 September 1993, at 10:30: A five-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: **L. GROBLER, MASTER'S REFERENCE NUMBER: T1895/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 45 Pitta Street, Rooihuiskraal Extension 18, District of Verwoerdburg, Transvaal, on Wednesday, 22 September 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: **J. E. DE BEER, MASTER'S REFERENCE NUMBER: T5081/92**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 10 Pelican Street, Elspark, District of Germiston, Transvaal, on Tuesday, 21 September 1993, at 10:30: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: D. M. AND C. T. PIENAAR, MASTER'S REFERENCE NUMBER: T1601/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 2 David Road, Homelake, District of Randfontein, Transvaal, on Thursday, 23 September 1993, at 11:30: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

LIBRA AFSLAERS**VEILING: HUIS IN ALLEN GROVE, KEMPTON PARK. ONMIDDELLIKE BEKRAGTING AAN DIE HOOGSTE BIEDER**

In opdrag van die Kurator in die insolvente boedel van **mev. M. M. Deyssel, Meestersverwysingsnommer T1198/93**, verkoop ons die ondergemelde eiendom per openbare veiling op die perseel, op Vrydag, 24 September 1993 om 09:30:

Sekere: Erf 426, Allen Grove, Kempton Park-uitbreiding 4, ook bekend as Mangoweg 19, Allen Grove.

Grootte van erf: 1 007 vierkante meter.

Verbeterings: Teëldak drieslaapkamerwoonhuis met betonmure. Bestaan verder uit: Kombuis, eetkamer, badkamer, hoofslaapkamer het eie private toilet en stort. Ingeboorde kaste en netjiese matte.

Verkorte verkoopvoorwaardes: 20% (twintig persent) deposito van die koopprijs in kontant of bankgewaarborgde tjek met die toeslaan van die bod : Balans van koopprijs verseker te word by wyse van 'n bankierswaarborg binne 21 dae na datum van veiling.

Besigtiging: Deur afspraak met die afslaaers.

Afslaaersnota: Ideale koop — geleë in 'n goedgevestigde area van Kempton Park.

Navrae: Libra Afslaaers (011) 674-2336, na-ure (011) 766-1466.

LIBRA AFSLAERS**INSOLVENTE BOEDELVEILING: TWEE PLASIES, NIGEL OMGEWING**

In opdrag van die Kurator in die insolvente boedel van **mev. P. J. Bierman, Meestersverwysingsnommer T149/93**, verkoop ons die ondergemelde twee eiendomme per openbare veiling op die persele op Vrydag, 24 September 1993 om 12:30:

Sekere: Gedeelte 56 ('n gedeelte van Gedeelte 7) van die plaas Holgatfontein 326, Nigel, ook bekend as Hallgateland-bouhoewes.

Groottes: Gedeelte 56 (9,8124 hektaar) en Gedeelte 55 (9,3073 hektaar).

Verbeterings: Drieslaapkamerwoning met kombuis, sitkamer, eetkamer, stoep, badkamer met aparte toilet, stoorkamer en motorhuis. Arbeidershuise en stoorkamers.

Verkorte verkoopvoorwaardes: 20% (twintig persent) deposito van die koopprijs in kontant of bankgewaarborgde tjek met die toeslaan van die bod, balans van koopprijs verseker te word by wyse van 'n bankierswaarborg binne 30 dae na datum van bekragting.

Besigtiging: Gedurende redelike tye, wag aan diens.

Afslaaersnota: Ideale koop, moet nie 'n kans van 'n leeftyd misloop nie!

Navrae: Libra Afslaaers (011) 674-2336 na-ure: (011) 766-1466 Marita Wright.

LIBRA AFSLAERS**INSOLVENTE BOEDELVEILING: WONING IN BONAERO PARK**

In opdrag van die Kurator in die insolvente boedel van **J. M. en G. J. Botha, Meestersverwysingsnommer T382/93**, verkoop ons die ondergemelde eiendom per openbare veiling op die perseel op Vrydag, 24 September 1993 om 10:30:

Sekere: Erf 295, Bonaerorylaan 86, Bonaero Park, Kempton Park.

Grootte: 796 vierkante meter.

Verbeterings: Drieslaapkamer sinkdakwoning met sitkamer, eetkamer, kombuis en stoof, asook ingeboorde kaste en netjiese matte. Badkamer asook aparte badkamer met stort. Bediendekamer en toilet. Betonmure omring die erf.

Verkorte verkoopvoorwaardes: 20% (twintig persent) deposito van die koopprijs in kontant of bankgewaarborgde tjek met die toeslaan van die bod, balans van koopprijs verseker te word by wyse van 'n bankierswaarborg binne 30 dae na datum van bekragting.

Besigtiging: Gedurende redelike tye, wag aan diens.

Afslaaersnota: Ideale koop, moet nie 'n kans van 'n leeftyd misloop nie!

Navrae: Libra Afslaaers (011) 674-2336 na-ure: (011) 766-1466 Marita Wright.

LAKE TIMBER AND HARDWARE CC, IN LIQUIDATION

Duly instructed by the provisional liquidator in the above matter, **Master's Reference No. T2907/93**, we will sell by public auction, without reserve, and to the highest bidder on Wednesday, 22 September 1993 at 10:30, on site, being 15 Kathleen Street, Florida, Roodepoort, the following:

Office furniture: Desks, chairs, four drawer filing cabinets, Hasler franking machine, time clock, Olivetti cash register, fax machine and fold-up chairs.

Stock on hand: Paint, aerosol paint, plumbers tools and accessories, bathroom fittings, timber, Meranti skirting boards, ladders, screwdrivers, Gondola racking systems, display stands, pliers, tape measures, hammers, picks, shovels, gutters, solid doors, hollow doors and many more items.

Vehicles: Front end loader 0,5 cubic metre, 1987 Mercedes Benz 300E.

Viewing: Tuesday, 21 September 1993 from 09:00 to 16:00.

Terms: R500 deposit (refundable) in cash or bank-guaranteed cheque. Balance in cash or bank-guaranteed cheque. No exceptions will be permitted.

Directions: From Ontdekkers Road left/right into Barry Hertzog, follow road into Third Avenue, over bridge into Fourth Avenue, past Florida Lake left into Kathleen.

For further particulars contact the auctioneer at (011) 782-6739 or 888-6071.

BOLAND BANK VEILINGS

VEILING VAN NAWEEK BOSVELDPLASIE, RINZANO RESTAURANT/KAFFEE, BREIFABRIEK EN VOERTUIE TE NYLSTROOM OP DINSDAG, 21 SEPTEMBER 1993 VANAF 10:00

Behoorlik daartoe gemagtig deur die likwidateur in die boedel van **E. L. en C. J. van den Bergh**, sal ondergemelde per veiling aangebied word op tye soos hieronder vermeld:

A. (1) *Om 10:00 (op die eiendom):* Gedeelte 29 ('n gedeelte van Gedeelte 16) van die plaas Rietspruit 412, Registrasieafdeling KR, Transvaal. Groot: ± 30 hektaar, beter bekend as Klein Namakwa, geleë ± 10 km vanaf Nylstroom.

Verbeterings: Grasdakwoonhuis met twee aangrensende rondawels en vier chalets. Binnehuise swembad met kroeg en onthaalgeriewe. Goot ontspanningsaal asook twee opelug swembaddens en baie ander buitegeboue.

Afslersnota: 'n Pragtige naweek bosveldplasie met mooi natuurskoon en heelwat wild en oordregte.

(2) *Voertuie:* Cadillac Seville, Zephyr, Isuzu bussie en Opel Senator.

B. (1) *Om 11:30 (op die perseel van Rinzano Restaurant):*

Rinzano Restaurant/Kafee: Word as lopende saak aangebied met toerusting en voorraad. (Inventaris van toerusting beskikbaar asook lang huurkontrak.)

(2) *Casual Creations:* Hierdie breifabriek word as lopende saak met toerusting en voorraad aangebied. (Inventaris van toerusting beskikbaar asook lang huurkontrak.)

Finansiering beskikbaar indien vooraf gereël met Boland Bank Bpk.

Verkoopvoorwaardes:

Eiendom: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van die bod. Waarborg vir die balans koopprys binne 30 dae vanaf datum van bekragtiging.

Besighede en voertuie: Streng kontant of bankgewaarborgde tjeks met dag van die veiling.

Navrae: Ian Coetzee of Fred Erasmus (012) 804-2112.

Afslaer: Koos van Rensburg (012) 804-2112.

Boland Bank Veilings, Nedbanksentrum 246, Pretoriaweg 617, Silverton. S.A.I.A.

BOLAND BANK VEILINGS

LIKWIDASIEVEILING VAN WERKSWINKELTOERUSTING, GEREEDSKAP, GROOT HOEVEELHEID ONDERDELE ASOOK KANTOORMEUBELS EN TOERUSTING TE DEUTZWAGEN, GELEË TE HOEK VAN KOTZE- EN KRUGERSTRAAT, PIET RETIEF (VOLG ONS WEGWYSERS), OP DONDERDAG, 23 SEPTEMBER 1993 om 10:00:

Behoorlik daartoe gemagtig deur die likwidateur van **Deutzwagen Piet Retief (Edms.) Bpk.**, **Meestersverwysingsnommer T430/93**, word ondergemelde per openbare veiling aangebied:

Werkswinkeltoerusting: Dynamometer, Post hidroliese hysers, trollie domkragte, lugkompressors, driepote, gereedskap-kaste; slypmasjiene, masjientafel, Wap stoomwasser, enjinstander, werkswinkeltafels met skroewe, onderdelewasser, enjin-hyser (hidrolies), batterylaaier en -toetsers en vele meer.

Spesiale gereedskap: Groot hoeveelheid: Deutz Fahr en Landrover.

Onderdele: Groot hoeveelheid: Volkswagen, Deutz, Landrover en Pirate. (Waarde teen kosprys \pm R160 000) asook 1 \times 1957 DKW 3/6 (50% gerestoureer).

Kantoormeubels en toerusting: Mercer rekenaarstelsel met "Power Pack", sitkamerstelle, lessenaars, rakke, stoele, kaste, kabinette, kluis, fotostaatmasjiene, faksmasjiene, tikmasjiene, yskas, vertoonkaste, afskortings, kasregisters, kombuisware en vele meer.

Verkoopvoorwaardes: Streng kontant of bankgewaarborgde tjeks met dag van die veiling.

Besigtiging: Op Woensdag, 22 September 1993, vanaf 10:00 tot 15:00.

Navrae: Gareth Griffiths (01343) 2270.

Afslaer: Koos van Rensburg (012) 804-2112.

Boland Bank Veilings, Kerkstraat 27C, Piet Retief. S.A.I.A

BID-A-BID AUCTIONEERS

Instructed thereto by the trustee of insolvent estate **C. P. and G. J. Croucamp, Master's Reference T3712/92**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 21 September 1993 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERS

Instructed thereto by the trustee of insolvent estate **S. B. Gillespie, Master's Reference T627/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 21 September 1993 at 10:30.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERS

Instructed thereto by the trustee of insolvent estate **H. J. Wentzel, Master's Reference T691/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 21 September 1993 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERS

Instructed thereto by the trustee of insolvent estate **R. and Y. Wallace, Master's Reference T922/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 21 September 1993 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERS

Instructed thereto by the trustee of insolvent estate **M. R. Battersby**, trading as Batty Bolt & Nut, **Master's Reference T1083/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 21 September 1993 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERS

Instructed thereto by the trustee of insolvent estate **H. M. Macmahon, Master's Reference T816/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 21 September 1993 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERS

Instructed thereto by the trustee of insolvent estate **D. R. and D. C. Elliot**, trading as Budget Pumps & Irrigation CC, **Master's Reference T1049/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 21 September 1993 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERS

Instructed thereto by the liquidator of **Sams Castings CC**, in liquidation, **Master's Reference T1838/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 21 September 1993 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERS

Instructed thereto by the liquidator of **Airose CC**, in liquidation, **Master's Reference T2666/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 21 September 1993 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERS

Instructed thereto by the liquidator of **C & V Mining CC**, in liquidation, **Master's Reference T3515/92**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 21 September 1993 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERS

Instructed thereto by the liquidator of **Innovations Clothing CC**, **Master's Reference T1773/92**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 21 September 1993 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERS

Instructed thereto by the liquidator of **Africon Trading Co. (Pty) Ltd**, in liquidation, **Master's Reference T2577/92**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 21 September 1993 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERS

Instructed thereto by the liquidator of **Tumble Tots Gym Academy CC**, in liquidation, **Master's Reference T4938/92**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 21 September 1993 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERS

Instructed thereto by the liquidator of **Delta Welding & Engineering Works CC**, in liquidation, **Master's Reference T2023/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 21 September 1993 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

PHIL MINNAAR BK AFSLAERS

(CK85/01372/73)

INSOLVENTE BOEDELVEILING VAN TWEE NETJIESE WONINGS IN GOEIE WOONGEBIED VAN MIDDELBURG

In opdrag van die Kurator in die insolvente boedel **H. J. du Bruyn, Meestersverwysing T2038/93**, verkoop ons die ondervermelde eiendomme per openbare veiling op Maandag, 27 September 1993:

Woning 1:

Tyd: 10:00.

Plek van veiling: A. G. Visserstraat 37, Middelburg-uitbreiding 16.

Beskrywing van eiendom: Erf 5144, beter bekend as A. G. Visserstraat 1, Middelburg-uitbreiding 16, Registrasieafdeling JS, Transvaal.

Groot: 1 980 m².

Verbeterings: Hierdie staan/teëldakwoning wat op twee vlakke gebou is bestaan uit vier slaapkamers, sitkamer, eetkamer, TV-kamer, twee badkamers, studeerkamer, kombuis, drie motorhuise, dubbel motorafdak, bediendekamer met geriewe, ommuur, plaveisel en tuin.

Woning 2:

Tyd: 11:00.

Plek van veiling: Suidstraat 20A, Middelburg.

Beskrywing van eiendom: Resterende gedeelte van Erf 689, bekend as Suidstraat 20A, Middelburg, Registrasieafdeling JS, Transvaal.

Groot: 1 197 m².

Verbeterings: Hierdie staan/sinkdakwoning bestaan uit drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer, buite waskamer, bediendekamer met toilet en twee motorhuise.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek alleenlik en balans verseker te word met waarborge binne 45 dae na aanvraag.

Besigtiging: Daaglik van 08:00 tot 17:00.

Navrae: Skakel ons kantore by (012) 322-8330/1.

Phil Minnaar BK, Bus 28265, Sunnyside. Tel. 322-8330/1/2. Faks (012) 322-9263.

PHIL MINNAAR BK AFSLAERS

(CK85/01372/73)

INSOLVENTE BOEDELVEILING VAN WONING IN GESOGTE NOORDELIKE VOORSTAD VAN PRETORIA — MONTANA-PARK. GEEN RESERWE — ONMIDDELLIKE BEKRAGTING

In opdrag van die Kurator in die insolvente boedel **T. C. Diedericks, Meestersverwysing T3756/91**, verkoop ons die ondervermelde eiendom per openbare veiling op Maandag, 27 September 1993 om 15:00:

Plek van veiling: Biancasingel 38, Montanapark, Pretoria.

Beskrywing van eiendom: Erf 80, beter bekend as Biancasingel 38, Montanapark, Pretoria, Registrasieafdeling JR, Transvaal.

Groot: 1 000 m².

Verbeterings: Hierdie staan/teëldakwoning bestaan uit drie slaapkamers, sitkamer, eetkamer, ontspanningskamer met borrelbad, kombuis, studeerkamer, twee badkamers, aparte opwasarea, dubbel toesluitmotorhuis, swembad, bediendekamer en toilet, plaveisel, gedeeltelik ommuur en veiligheidshekke.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek onmiddellik en balans verseker te word met waarborge binne 45 dae na bekragting.

Besigtiging: Daaglik van 08:00 en 17:00.

Afslatersnota: Die woning benodig aandag.

Navrae: Skakel ons kantore by (012) 322-8330/1.

Phil Minnaar BK, Bus 28265, Sunnyside. Tel. 322-8330/1/2. Faks (012) 322-9263.

PHIL MINNAAR BK AFSLAERS

(CK85/01372/73)

INSOLVENTE BOEDELVEILING VAN PRAGTIGE HOEWE MET WONING ASOOK GROOT GRASDAK RESTAURANT-PERSEEL DAAROP, NOORD VAN PRETORIA — KAMEELDRIFT-OOS

In opdrag van die likwidateur in die boedel **Mooiland (Edms.) Bpk.**, in likwidasie, **Meestersverwysing T2732/93**, verkoop ons die ondervermelde eiendom per openbare veiling op Vrydag, 1 Oktober 1993 om 11:00:

Plek van veiling: Hoewe 243, Kameeldrift-Oos. (Sien ligging).

Ligging: Vanaf Pretoria met die N1 na Pietersburg. Neem Zambesirylaan afrit, draai regs tot eerste vierrigting stopstraat, draai links en hou aan vir $\pm 4,5$ km. Draai links by Kameeldriftbord. ± 1 km hoewe aan linkerkant.

Beskrywing van eiendom: Lot 243, Kameeldrift-Oos, Pretoria, Registrasieafdeling JR, Transvaal.

Groot: 8,5 hektaar.

Verbeterings:

Woning: Bestaan uit slaapkamer, sitkamer, eetkamer, badkamer, matte en veiligheidshekke.

Restaurant: Hierdie grasdak restaurant bestaan uit groot onthaalarea, kombuis, kosvoorbereidingsarea, mans- en damestoilette en teëlvloere. Verder 'n lapa met braaigeriewe, vyf toesluit steen en sink store, groot oop sinkdak stoor, werkerswoning en dam.

Terme: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek alleen en balans verseker te word met waarborge binne 14 dae na aanvraag. Koper is verantwoordelik vir die afslaterskommissie en BTW daarop.

Afslatersnota: Ideale perseel vir winsgewende restaurantbedryf.

Besigtiging: Daaglik van 08:00 tot 16:00.

Navrae: Skakel ons kantore by (012) 322-8330/1.

Phil Minnaar BK, Bus 28265, Sunnyside. Tel. 322-8330/1/2. Faks (012) 322-9263.

BID-A-BID AUCTIONEERS

Instructed thereto by the trustee of divorce settlement **H. Visser and S. S. R. J. Visser**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof on Tuesday, 21 September 1993 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

AUCOR (PTY) LTD**J & H ENGINEERING (PTY) LTD, IN LIQUIDATION, MASTER'S REFERENCE NUMBER: T4113/92**

Duly instructed by the liquidator we will sell by public auction the engineering machinery and equipment of the above Close Corporation in liquidation.

At: Van Pac International.

On: Tuesday, 21 September 1993.

At: 10:30.

The above is subject to change without prior notice.

Terms: R2 000 refundable deposit. Balance to be paid on the day of the sale by bank or bank-guaranteed cheque. *Note:* No cash will be accepted at the auction site but may be paid in at the nearest First National Bank.

View: Day prior to auction.

For further listings please contact the auctioneers: Aucor (Pty) Ltd, 31 Height Street, Doornfontein, 2028. Tel. (011) 402-5775. Fax: 402-6766. S.A.I.A.

AUCOR (PTY) LTD**PERMA PRECAST, MASTER'S REFERENCE NUMBER: T1731/93**

Duly instructed by the liquidator we will sell by public auction the machinery and vehicles of the above company in liquidation.

At: Van Wyksrust Road.

On: Tuesday, 28 September 1993.

At: 10:30.

The above is subject to change without prior notice.

Terms: R2 000 refundable deposit. Balance to be paid on the day of the sale by bank or bank-guaranteed cheque. *Note:* No cash will be accepted at the auction site but may be paid in at the nearest First National Bank.

View: Day prior to auction.

For further listings please contact the auctioneers: Aucor (Pty) Ltd, 31 Height Street, Doornfontein, 2028. Tel. (011) 402-5775. Fax 402-6766. S.A.I.A.

AUCOR (PTY) LTD**CENTRAL ENGINEERING CC, IN LIQUIDATION, MASTER'S REFERENCE NUMBER: T1075/93**

Duly instructed by the liquidator we will sell by public auction the motor vehicles of the above Close Corporation in liquidation.

At: Van Pac International.

On: Tuesday, 21 September 1993.

At: 10:30.

The above is subject to change without prior notice.

Terms: R2 000 refundable deposit. Balance to be paid on the day of the sale by bank or bank-guaranteed cheque. *Note:* No cash will be accepted at the auction site but may be paid in at the nearest First National Bank.

View: Day prior to auction.

For further listings please contact the auctioneers: Aucor (Pty) Ltd, 31 Height Street, Doornfontein, 2028. Tel. (011) 402-5775. Fax 402-6766. S.A.I.A.

AUCOR (PTY) LTD**SANDTON DUPLEX TOWNHOUSE, INSOLVENT ESTATE H. J. BROWN, MASTER'S REFERENCE T987/93**

Duly instructed by the trustee in the above matter, we will sell by public auction, the above.

On the spot: Unit 7, Valleyview, Cosmos Drive, Morningside Manor Extension 3.

On: Monday, 20 September 1993.

At: 10:30.

The above is subject to change without prior notice.

Terms: Deposit of 20% (twenty per cent), cash or bank-guaranteed cheque on the fall of the hammer. The balance to be paid by guarantees acceptable to the trustee within 30 days of confirmation.

View: By appointment with the auctioneers.

For further listings please contact the auctioneers: Aucor (Pty) Ltd, 31 Height Street, Doornfontein, 2028. Tel. (011) 402-5775. Fax 402-6766. S.A.I.A.

AUCOR (PTY) LTD

MALVERN EAST: IMMACULATE COMFORTABLE HOME WITH POOL

INSOLVENT ESTATE **J. C. DE ARAUJO, MASTER'S REFERENCE NUMBER: T1402/93**, TO BE SOLD ON THE SPOT, 77 SYDONIA ROAD, ON MONDAY, 27 SEPTEMBER 1993

Public auction of Stand 416, Malvern East Extension 6, measuring 883 square metres. The residence comprises entrance, lounge, dining-room, three bedrooms, kitchen with separate scullery and cooking area, two domestic quarters, bathroom, shower cum toilet, garage and carport, entertainment area, pool, built-in braai and brick bar, all under thatch. The property is walled with a electric gate and intercom in front and security gates at the rear.

Viewing: By appointment.

Terms: Deposit of 20% (twenty per cent) cash or bank-guaranteed cheque on the fall of the hammer. The balance by suitable guarantees within 30 (thirty) days thereof. All bids are exclusive of VAT.

For further listings please contact the auctioneers: Aucor (Pty) Ltd. Tel. (011) 402-5775. Fax (011) 402-6766.

AUCOR (PTY) LTD

INSOLVENT ESTATE **H. F. P. DOUGLAS, MASTER'S REFERENCE T1867/93**

Duly instructed by the trustee in the above matter the Aucor Group will sell by auction: Erf 1161, SW 5 Extension 2, known as 34 Verdi Street, Vanderbijlpark Extension 2, on 29 September 1993 at 10:30: A three-bedroomed home.

Please contact the auctioneers: Aucor (Pty) Ltd. Tel. (011) 402-5775. Fax (011) 402-6766.

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE **L. SCOTT, MASTER'S REFERENCE T3730/92**

Duly instructed by the Trustee in the above matter we will sell by public auction on the spot 6 Foxglove Street, Primrose, Germiston, on Monday, 27 September 1993 at 10:30, the following:

Large 3 bedroomed family home with pool, Primrose, Germiston.

Certain Erf 215, situate 6 Foxglove Street, Primrose, Germiston, measuring approximately 991 square metres.

Entrance-hall, lounge, dining-room, kitchen, scullery, three bedrooms (large main bedroom with bathroom en suite), study/sewing room, second bathroom, maids, store-room, workshop and pressed steel ceilings.

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 company, 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.]

MANNIE AUCTIONEERING COMPANY

S W F TECHNOLOGIES (PTY) LTD (IN LIQUIDATION) No. T3139/93

Duly instructed by the Provisional Liquidator in the above matter we will sell by public auction on the spot, S W F House, 1 Mullins Street, Bedfordview, on Wednesday, 22 September 1993, commencing at 10:00 the following:

Enormous quantity of Oak executive and clerical office furniture, computers, printers, plotters, etc. Motor vehicles.

Terms: Only cash or bank certified cheques will be accepted. There will be no exceptions. Refundable cash deposit of R1 000 on registration.

On view day prior to sale.

Subject to change without prior notice.

For further particulars apply to the auctioneers: Mannie Auctioneering company, 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.]

RAND REALTY (PTY) LTD

PLOT 74 BUSH HILL (PTY) LTD (IN LIQUIDATION), MASTER'S REFERENCE T501/93

AUCTION OF PROCLAIMED RESIDENTIAL TOWNSHIP-BOSKRUIN EXTENSION 18, RANDBURG, CONSISTING OF 20 PRIME STANDS IN BOSKRUIN, RANDBURG

Duly instructed by the Liquidator, we will sell by public auction on site, on Tuesday, 21 September 1993 at 11:00, without reserve, subject to confirmation the following:

A property situated in Bush Street, Boskruin Extension 18, off C. R. Swart Drive, between D. F. Malan Drive and Hans Strydom Avenue with direct access to the freeway system. The property fronts on to C. R. Swart Drive, Boskruin, Randburg.

The property consists of a recently proclaimed township known as Boskruin Extension 18, with its northern border on C. R. Swart Drive and its southern boundary terminating at Pampoenspruit.

Roads, curbs, stormwater, sewers and water have been installed, with a temporary access road from C. R. Swart Drive.

Terms: 20% (twenty per cent) cash on the fall of the hammer. Balance by way of a banker's guarantee within 30 days from date of confirmation of sale.

For further particulars and viewing contact the auctioneer: Rand Realty (Pty) Ltd, 12th Floor, Mobil Centre, 6 Plein Street, Johannesburg, 2001. [Tel. (011) 832-3071.] [Fax (011) 834-3356.]

CAHI AUCTIONEERS, APPRAISERS AND STOCK LIQUIDATORS

(Registration No. CK87/12616/23)

INSOLVENT ESTATE AUCTION — TWO PLOTS, ABUNDANT WATER, DE WAGENDRIFT AND BOVENEIND, GROEN-FONTEIN, 21 HECTARES AND 25 HECTARES RESPECTIVELY. ON HARTBEEFONTEIN ROAD, OFF MOLOTO ROAD

Duly instructed by the trustee in the insolvent estate **H. A. Forbes Fennell, Master's Reference T879/93**, we will sell on Wednesday, 29 September 1993, at 11:00 and 11:30 respectively:

1. Portion 85 of Farm 417 of the farm De Wagendrift, with two-bedroomed Plettenberg home, afdak and workshop, irrigation dam, two boreholes, cattle kraal, compound, Eskom power and 1 000 grape vines.

2. Portion 31 of Farm 216 of the farm Boveheind, Groenfontein — no improvements.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation.

For further info contact Greg of Cah Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax (012) 324-2215.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, ADELAIDE op 8 Oktober 1993 om 10:00 voor die Landdroskantoor te ADELAIDE die ondergemelde eiendom by publieke veiling verkoop:—

Restant van die plaas BRANDTBOSCH KLOOF nr. 31 in die Afdeling Fort Beaufort. **GROOT:** 686,1867 hektaar.

Blykens Akte van Transport T49114/1982 in die naam van CARL DAVID WENTZEL.

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendom:—

43 km noord van Adelaide.

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, 3 skure, 2 store, rondawel, enjinkamer, vellekamer, vleiskamer, 2 motorhuise, koeistal, 4 arbeidershuise en melkkamer. Gedeeltelik veekerend en gedeeltelik jakkalsproef omhein en verdeel in kampe. 10 Fonteine, 15 suipkrippe, 3 gronddamme, keerwal in die Brandbosspuit en kanaal.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar.)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys.

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCAA 03416 02G/04G/05G (REGTE).

Land- en Landboubank van Suid-Afrika, Hoofkantoor, Posbus 375, Pretoria, 0001. 8 September 1993.

NATAL

PETER MASKELL'S AUCTIONS & ESTATE AGENTS

ASTRO CIVILS (PTY) LTD, IN LIQUIDATION, MASTER'S REFERENCE N56/93

The assets of the above will be auctioned in our mart on 25 September 1993 at 10:30.

Peter Maskell's Auctions & Estate Agents, Upper Floor, 257 Pietermaritz Street, Pietermaritzburg, 3201. Tel. (0331) 94-9053. Fax (0331) 95-6602.

MAREE AUCTIONEERS

INSOLVENT ESTATE AND LIQUIDATION SALE OF SLIMMING AND BEAUTY SALOON EQUIPMENT, CHICKEN TAKE-AWAY FRANCHISE EQUIPMENT AND GENERAL DEALER IN CLOTHING, ELECTRICAL GOODS, APPLIANCES, RADIO'S, ETC.

Duly instructed thereto as set out hereunder, we will sell, entirely without reserve, at our auction rooms, Millway, Old Sugar Mill, Nyala Park, Empangeni, on Friday, 24 September 1993, at 10:00, the undermentioned items.

1. Insolvent estate, **MARINA KIRCOS KLAAR, Master's Reference N566/92**: 7 × toning tables, counter, 2 × chairs, Phillips Hi-Fi and stand, manicure trolley, 3 × Plints beds, magnifying lamp, vacu-spray, Lasdac 3 skin treatment machine, Readson Hi Frequency skin treatment apparatus, Depilex hair removal machine, Vapozone 606 steamer Ionos 4 skin treatment machine, stool, Sampro steam bath, Maurtan sun bed, cabinet, 2 × tables, Cellu-Slim slimming machine, Figure control ET exerciser, Wax pot, table, mini massager, scale, fridge and G5 cellulite machine.

2. Insolvent estate, **JAN HENDRIK BADENHORST, Master's Reference N158/93**: Sandwich toaster, wrapper, polony slicer, 6 × stainless steel tables, Avery scale, 4-plate gas burner, 2 × stainless steel basins, electric potato peeler, electric potato slicer, steel shelves, mincer, hotwater geyser, serving trays, fire extinguisher, dart board, beach umbrella, fishing rod, camping light, Willow fridge, 25 litre drum, 2 × bar stools, Loydds radio/tape, ID camera, bar counter, 4-piece garden set, 2 × steel cupboards, desk and chair, Electrolux vacuum cleaner, stainless steel dish, table, 4 × plastic chairs, plastic table, 2 × bar stools, chair, 13 × empty Sunflower oil tins, cupboard, Kingtron cash register, counter, Sanyo Hi-Fi with speakers, Island fridge, stainless steel fridge, walk-in freezer, 4 × Bain-Marie, pie warmer, display unit, 3 × counter units, extractor fan, 4 bin deep fat fryer, Commander alarm system, stainless steel drip tray.

3. Insolvent estate **A. M. and S. DESAI, Master's Reference N39/92**: Electrical fittings, electrical appliances, cameras, films, stereo cassette players, video tapes, electric stove spares, radio spares, electronic spares, carry bags, plastic utensils, batteries, shelving, lady's, girl's, men's and boy's clothing, Star alarm system, cushions, handbags, chrome clothing stands, display cabinets, etc.

Auctioneer's note:

As is: Items are sold voetstoots with no guarantee as to description, quantity or quality and is exclusive of Value-Added Tax.

Fraud: The forming of "rings" "or" by buyers is fraud against the seller and is therefor a criminal offence;

Buyers: Must register prior to the sale and must produce identity books;

Terms: Strictly cash or bank-guaranteed cheques only;

Viewing: Thursday afternoon prior to the sale and between 08:00 to 10:00 on the morning of the sale.

For further details: Contact Maree Auctioneers at (0351) 2-3552.

Maree Auctioneers, Millway, Old Sugar Mill, Nyala Park, Empangeni.

BOLAND BANK VEILINGS

INSOLVENSIEVEILING VAN NAWEEK BOSVELDPLASIE EN LOSGOED, DISTRIK VREDEFORT

Vanaf Parys neem die Parys-/Vredefortpad vir ± 3 km, draai regs op Schoemansdriftpad, volg ons wegwysers.

OP DINSDAG, 28 SEPTEMBER 1993 OM 11:00.

Behoorlik daartoe gemagtig deur die Kurator van insolvente boedel **J. H. Kleynhans, Meestersverwysingsnommer B613/92**, word ondergemelde per openbare veiling aangebied:—

Eiendom: Die plaas Klein Sweet Home 883, geleë in die distrik Vredefort. *Groot:* 17,1306 hektaar.

Verbeterings:

1. 9 × 14 m stoor (sinkdak).

2. Rondawelhuis (sinkdak) bestaande uit: Slaapkamer, sit-/eetkamer, kombuis en badkamer.

3. Arbeidershuis.

Losgoed: Sitkamerstel, vier divans, dubbelbed en kopstuk, opvoutafel, twee opvoustoele, twee kombuisstoele, kassie, mat (9 × 12), groot staalpipe en hoeveelheid erdepype.

Finansiering beskikbaar indien vooraf gereël met Boland Bank Bpk.

Verkoopvoorwaardes:

Eiendom: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van die bod. Waarborg vir die balans koopprys binne 30 dae vanaf datum van bekragtiging.

Losgoed: Streng kontant of bankgewaarborgde tjeks met dag van die veiling.

Afslasnota: Naweek paradys tussen heuwels met pragtige bosveldplantegroei.

Navrae: Bertie Reitzema (057) 352-8332.

Afslaer: Koos van Rensburg (012) 804-2112.

Boland Bank Veilings, Elizabethstraat, Welkom. S.A.I.A.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, FOURIESBURG op 8 Oktober 1993 om 10:00 voor die Landdroskantoor te FOURIESBURG die ondergemelde eiendom by publieke veiling verkoop:—

Onderverdeling 1 van die plaas DEKSELFONTEIN 317, distrik Fouriesburg. *GROOT:* 222,0373 hektaar.

Blykens Akte van Transport T2289/1978 in die naam van ESIAS MICHAEL SCHEEPERS.

Ligging van hierdie eiendom: 25 km noordwes van Fouriesburg.

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Veekerend omhein en verdeel in kampe. Grondnam en spruit.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkooppooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle 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% Afslaserskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar.)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys.

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte of kooppooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BAAD 03319 01G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 9 September 1993.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, KROONSTAD op 8 Oktober 1993 om 11:00 voor die Landdroskantoor te KROONSTAD die ondergemelde eiendom by publieke veiling verkoop:—

Die plaas WATERLOO 1383, distrik Kroonstad. *GROOT:* 286,0456 hektaar.

Blykens Akte van Transport T2397/1976 in die naam van BOSKOOP (EDMS) BPK.

Ligging van hierdie eiendom: 8 km suidwes van Kroonstad.

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, 18 arbeidershuise, werkswinkel, implementestoor, melkstal, 8 hoenderhuise, hoenderslagpale, afdak. 2 Boorgate, 10 opgaartenke, sinkdam, sementdam, Valsrivier. Ressorteer onder die Bloemhof-staatswaterbeheergebied. Beskik oor 'n voorlopige waterreg van 1 098 000 kubieke meter openbare water per jaar.

Die aandag van 'n voornemende koper word daarop gevestig dat indien hy reeds grond besit of belang het in grond onder enige Staatswaterskema of Staatswaterbeheergebied hy bevestiging van die betrokke Minister moet verkry dat hy die waterregte sal kan bekom. Die koper is verantwoordelik vir die oorplasing van die waterregte op sy naam.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkooppooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar.)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys.

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte of koopoooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BCAG 03191 01G 02G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 9 September 1993.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, BOSHOF op 8 Oktober 1993 om 10:00 voor die Landdroskantoor te BOSHOF die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Restant van Gedeelte 9 van die plaas SLYPKLIP NORTH 32, GELEË in die Afdeling Kimberley. *GROOT*: 158,8882 hektaar.

5 333 vierkante meter van eiendom (1) is deur Spoornet onteien.

Eiendom (1) blykens Akte van Transport T2098/1980.

(2) Die plaas SCHIETPANSKOP 23, GELEË in die afdeling Kimberley. *GROOT*: 1 308,5711 hektaar.

Eiendom (2) blykens Akte van Transport T226/1973.

(3) Die plaas ERFDEEL 851, distrik Boshof. *GROOT*: 284,9296 hektaar.

(4) Die plaas WELGELEGEN 856, distrik Boshof. *GROOT*: 284,9296 hektaar.

(5) Die plaas DANKBAAR 857, distrik Boshof. *GROOT*: 284,9296 hektaar.

(6) Die plaas SPRINGFONTEIN 431, distrik Boshof. *GROOT*: 454,5287 hektaar.

Eiendomme (3) tot (6) blykens Akte van Transport T5375/1977 in die naam van JOHANNES JACOBUS CROUS.

Die titelaktes sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

Eiendomme (1) en (2): 30 km suid van Warrenton.

Eiendomme (3) tot (6): 48 km noordwes van Boshof.

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) en (2): Woonhuis en afdak. Jakkalsproef omhein en verdeel in kampe. 6 Boorgate, 3 sementdamme en 11 suipkrippe.

Eiendomme (3) tot (6): Woonhuis, buitekamer, skuur en staalstoor. Jakkalsproef omhein en verdeel in kampe. 8 Boorgate, 4 sementdamme en 11 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 huurkoopoooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys.

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte of koopoooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BBAC 04221 01G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. September 1993.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, SENEKAL op 8 Oktober 1993 om 10:00 voor die Landdroskantoor te SENEKAL die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Onderverdeling 1 van die plaas VRUCHTBAAR 1296, distrik Senekal. *GROOT*: 94,6468 hektaar.

(2) Restant van die plaas GROOTGEWAAGD 82, distrik Senekal. *GROOT*: 324,6256 hektaar.

Eiendomme (1) en (2) blykens Akte van Transport T9536/1984 in die naam van ANDRIES PETRUS BRINK.

Ligging van hierdie eiendomme: 22 km suid van Steynsrus.

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Woonhuis, motorhuis, stoor met 4 buitekamers, 2 store, buitegebou, rondawel. Veekerend omhein en verdeel in kampe. 4 Boorgate, 3 sementdamme, 13 suipkrippe, spruit.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkooppooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys.

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte of kooppooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BAAI 03717 01G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 9 September 1993.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Lindley op 8 Oktober 1993 om 11:00 voor die Landdroskantoor te Lindley die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die plaas MOOIHOEK 236, distrik Lindley. *GROOT*: 428,2660 hektaar.

Eiendom (1) blykens Akte van Transport T8636/1979.

(2) Die plaas STINKHOUTBOOM 651, distrik Lindley. *GROOT*: 429,2296 hektaar.

Eiendom (2) blykens Akte van Transport T8637/1979 in die naam van WESSEL JOHANNES OOSTHUIZEN.

Die titelaktes sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme: 10 km oos van Steynsrus.

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1): 3 Arbeidershuise. Gedeeltelik veekerend omhein en verdeel in kampe. 2 Boorgate en 2 gronddamme.

Eiendom (2): Woonhuis, melkstal, stoor, klipstoor, voerstoor, buitekamer en dubbelmotorhuis met kamers. Gedeeltelik veekerend omhein en verdeel in kampe. 2 Boorgate, 2 sementdamme, 9 krippe en 2 opgaarddamme.

Ongeveer 2,5754 hektaar van eiendom (2) is onteien deur Spoornet.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkooppooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die eiendomme word verkoop onderworpe aan die Staat se beweerde eiendomsreg oor staande oeste wat op die eiendomme mag wees.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BCAA 02490 01G/03G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 9 September 1993.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, LINDLEY op 8 Oktober 1993 om 10:00 voor die Landdroskantoor te LINDLEY die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Onderverdeling 2 van die plaas GROENFONTEIN 38, distrik Lindley. *GROOT*: 89,6503 hektaar.

(2) Onderverdeling 2 (HOOGGELEË) van die plaas ZONNESCHEIN 568, distrik Lindley. *GROOT*: 99,9287 hektaar.

(3) Die plaas ERFHUIS 332, distrik Lindley. *GROOT*: 0,1970 hektaar.

(4) Die plaas BUITENKERK 304, distrik Lindley. *GROOT*: 0,3965 hektaar.

(5) Die plaas RIVIERA 848, distrik Lindley. *GROOT*: 256,7683 hektaar.

Eiendomme (1) tot (5) blykens Akte van Transport T7383/1976 in die naam van JAN FREDERICK MEYNTJES.

Ligging van hierdie eiendomme: 14 km noordoos van Steynsrus.

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1): Veekerend omhein en verdeel in kampe. Boorgat, sinkdam en krip. Valsrivier.

Eiendom (2): Veekerend omhein en verdeel in kampe. Boorgat, sementdam en 4 krippe.

Eiendomme (3) en (4): Veekerend omhein en verdeel in kampe.

Eiendom (5): Woonhuis, stoor, klipstoor, 4 hoenderhokke, selfvoerder en melkstal. Veekerend omhein en verdeel in kampe.

Watervoorraad eiendomme (3) tot (5): 4 Boorgate, 3 sementdamme, 2 tenks, 6 suipkrippe en 2 sementkeerwalle in Valsrivier.

Die eiendomme ressorteer onder die Bloemhofdamopvanggebied Staatswaterbeheergebied en is as volg daaronder ingelys:

Eiendom (1) — 21,0 hektaar.

Eiendom (2) — 21,0 hektaar.

Eiendom (3) — 21,0 hektaar.

Eiendom (4) — 21,0 hektaar.

Eiendom (5) — 117,0 hektaar.

Die aandaag van 'n voornemende koper word daarop gevestig dat indien hy reeds grond besit of belang het in grond onder enige Staatswaterskema of Staatswaterbeheergebied hy bevestiging van die betrokke Minister moet verkry dat hy die waterregte sal kan bekom. Die koper is verantwoordelik vir die oorplasing van die waterregte op sy naam.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys.

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopoooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BCAA 03314 02G 03G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 9 September 1993.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, BULTFONTEIN op 8 Oktober 1993 om 10:00 voor die Landdroskantoor te BULTFONTEIN die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die restant van Onderverdeling 1 van die plaas WATERHOEK 507, distrik Bultfontein. *GROOT*: 128,4853 hektaar. Blykens Akte van Transport T1019/1979.

(2) Die restant van die plaas KALKSPRUIT 502, distrik Bultfontein. *GROOT*: 282,8457 hektaar. Blykens Akte van Transport T1573/1975.

(3) Onderverdeling 6 (van 5) van die plaas KALKSPRUIT 502, distrik Bultfontein. *GROOT*: 149,7265 hektaar. Blykens Akte van Transport T696/1985 in die naam van ABRAHAM HERCULAAS LE ROUX.

Die titelakte(s) sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme: 25 km suidoos van Bultfontein.

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1): Boorgat, sementdam, 2 suipkrippe.

Eiendom (2): Woonhuis, rondawel, motorhuise, buitekamers, koeistal, stoor, 3 enjinkamers, silo, 4 Boorgate, sementdam, 2 watertanks, grondnam.

Eiendom (3): 3 Boorgate, sementdam, suipkrip. Omheining.

Eiendomme (1) tot (3): Veekerend omhein en verdeel in kampe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopoooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys.

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopoooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BCAB 01663 03G 05G (REGTE).

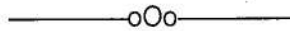
Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 9 September 1993.

IMPORTANT!!

Placing of languages:

Government Gazettes

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1992 to 30 September 1993, English is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. *It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.*



BELANGRIK!!

Plasing van tale:

Staatskoerante

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1992 tot 30 September 1993 word Engels EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*



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