PEACE IN OUR LAND
VREDE IN ONS LAND

REPUBLIC
OF
SOUTH AFRICA

REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette
Staatskoerant

Vol. 339 PRETORIA, 24 SEPTEMBER 1993 No. 15127

LEGAL NOTICES

WETLIKE KENNISGEWINGS

B

SALES IN EXECUTION AND OTHER PUBLIC SALES

GEREGTELIKE EN ANDER OPENBARE VERKOPE

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

(COMMENCEMENT: 1 JUNE 1993)

LIST OF FIXED TARIFF RATES

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

LYS VAN VASTE TARIEWE

EN

VOORWAARDES

VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE *STAATSKOERANT*

(INWERKINGTREDING: 1 JUNIE 1993)

LYS VAN VASTE TARIEWE

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

WORD COUNT TABLE

For general notices which do not belong under afore-mentioned headings with fixed tariff rates and which comprise 1 600 or less words, the rates of the word count table must be used. Notices with more than 1 600 words, or where doubt exists, must be sent in before publication as prescribed in paragraph 10 (2) of the Conditions:

WOORDETAL-TABEL

Vir algemene kennisgewings wat nie onder voornoemde opskrifte met vaste tariewe ressorteer nie en wat 1 600 of minder woorde beslaan, moet die tabel van woordetal-tariewe gebruik word. Kennisgewings met meer as 1 600 woorde, of waar twyfel bestaan, moet vooraf ingestuur word soos in die Voorwaardes, paragraaf 10 (2), voorgeskryf:

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

CONDITIONS FOR PUBLICATION
VOORWAARDES VIR PUBLIKASIE

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

1. The *Government Gazette* is published every week on Friday, and the closing time for the acceptance of notices which have to appear in the *Government Gazette* on any particular Friday, is **15:00 on the preceding Friday.** Should any Friday coincide with a public holiday, the date of publication of the *Government Gazette* and the closing time of the acceptance of notices will be published in the *Government Gazette,* from time to time.

SLUITINGSTYE VIR DIE AANNAME VAN KENNISGEWINGS

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

(1) any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;

(2) erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;

(3) any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

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

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

AANSPREEKLIKHEID VAN ADVERTEERDER

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

COPY

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

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

(1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

(a) the list of fixed tariff rates; or

(b) where the fixed tariff rate does not apply, the word count rate.

KOPIE

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

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

(1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

(a) die lys van vaste tariewe; of

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

(2) Where there is any doubt about the cost of publication of a notice, and in the case of copy in excess of 1 600 words, an enquiry, accompanied by the relevant copy should be addressed to the

Advertising Section
Government Printing Works
Private Bag X85
Pretoria
0001

before publication.

11. Uncancelled revenue stamps representing the correct amount of the cost of publication of a notice, or the total of the cost of publication of more than one notice, **must be AFFIXED to the copy**.

The following stamps are not acceptable:

(i) Revenue stamps of the old series.

(ii) Revenue stamps of other states.

(iii) Postage stamps.

See "Important Notice" at the foot of these Conditions.

12. Overpayments resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and the notice(s) will not be published until such time as the full cost of such publication has been duly paid in uncancelled revenue stamps.

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

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

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

Advertensie-afdeling
Staatsdrukkery
Privaatsak X85
Pretoria
0001

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

(i) Inkomsteseëls van die ou reeks.

(ii) Inkomsteseëls van ander state.

(iii) Posseëls.

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

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

PROOF OF PUBLICATION

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

BEWYS VAN PUBLIKASIE

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

Important Notice

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

Belangrike Kennisgewing

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

IMPORTANT ANNOUNCEMENT

Closing times ***PRIOR TO PUBLIC HOLIDAYS*** *for*

LEGAL NOTICES
GOVERNMENT NOTICES 1993

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

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

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

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

BELANGRIKE AANKONDIGING

Sluitingstye ***VOOR VAKANSIEDAE*** *vir*

WETLIKE KENNISGEWINGS
GOEWERMENTSKENNISGEWINGS 1993

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

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

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

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

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

SALES IN EXECUTION · GEREGTELIKE VERKOPE

TRANSVAAL

Case 9188/93
PH140

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited and prior to that known as Nedbank Limited), Plaintiff, and **Kupritz, Stephen Mervin,** Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, the property listed herein will be sold on 13 October 1993 at 10:00, at the office of the Sheriff of the Supreme Court, 13th Floor, Metro Centre, Hendrik Verwoerd Drive, Randburg, to the highest bidder:

Erf 395, Sunninghill Extension 2 Township, Registration Division IR, Transvaal, in extent 1 519 (one thousand five hundred and nineteen) square metres, held under Deed of Transfer T2018/1988, situated at 72 Tana Road, Sandton.

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

Improvements: Residential dwelling with outbuildings.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 23,25% (twenty three comma two five per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

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

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

Orelowitz, Plaintiff's Attorneys, First Floor, Palm Grove, Grove City, 196 Louis Botha Avenue, Houghton Estate: P.O. Box 46366, Orange Grove, 2119. (Tel. 483-1737/41/44/62/66.) (Fax. 483-1785.) [Ref. N5476(100)] (Ref. Mr Orelowitz/ab.)

Saak 2487/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Eskom Finance Company (Edms.) Bpk.,** Eiser, en **L. D. Madigage,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof van Witbank en 'n lasbrief vir eksekusie gedateer 25 Junie 1993, sal die vaste eiendom hierin genoem, in eksekusie verkoop word voor die Landdroshof, Dellvillestraat, Witbank, op Vrydag, 8 Oktober 1993 om 10:00:

Erf 96, Phiristraat, Kwaguqa-uitbreiding 2, Witbank, Registrasieafdeling JS, Transvaal.

Die eiendom synde 'n woonhuis met buitegeboue, word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belastings moet betaal, rente of Eiser se eis en al die verkoopvoorwaardes moet nakom wat ter insae lê by die Geregsbode, Witbank, en by die Eiser se prokureurs, Van Heerden & Brummer Ingelyf.

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

Van Heerden & Brummer (Ingelyf), Prokureurs vir Eiser, Derde Verdieping, Disagebou, Escombestraat, Privaatsak X7286, Witbank, 1035. (Verw. mej. Robinson: 4477-52593.)

Case 7511/93
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 **Freeman, John Cristian,** 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 163 Hendrik Verwoerd Drive, Metro Centre, 13th Floor, Randburg, on 13 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, Sandton, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, prior to the sale:

Certain section 34, as shown an more fully described on Sectional Plan SS238/82 in the building or buildings known as Summerfield Village, situated in the Township of Sandown; being 34 Summerfield Village, Wierda Road, Sandown.

An undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 90 (ninety) square metres.

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

A simplex flat with tiled roof, comprising kitchen, lounge/dining-room, laundry, separate toilet and shower, two bedrooms, bathroom with outbuildings with similar construction comprising of carport. The common property comprising of three servants' rooms, three toilets, store-room, office 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 of 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 31st 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.)

Case 6471/92

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

In the matter between **First National Bank,** Plaintiff, and **S. S. Mokone,** Defendant

Kindly take notice that in terms of a judgment obtained in the above-mentioned Court and a warrant of execution issued on 27 April 1993, the undermentioned property will be sold in execution on 22 October 1993 at 11:00, at the Sheriff's Offices, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbath Road, Bon Accord, to the highest bidder, namely:

Site: Erf 14716, Mamelodi Township, Registration Division JR, Transvaal, extent 268 (two six eight) square meter, held by virtue of Grant of Leasehold TL30456/88.

Subject to such conditions and servitudes, specified or referred to in the said Deed of Transport T38587/92.

The property is improved by the erection of a dwelling consisting four bedrooms, lounge, two bathrooms, kitchen and garage.

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 8th day of September 1993.

J. J. Smit, for Grobler Smit & Lowe, 359 Paul Kruger Street, Capital Park, Pretoria. (Ref. Mr Lowe/mb/BAL3482.)

Saak 375/91

IN DIE LANDDROFHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **Eerste Nasionale Bank van Suid-Afrika Beperk,** Eiser, en **Ntombikayise Elizabeth Matyeka,** Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 4 Augustus 1993 sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieër op Vrydag, 22 Oktober 1993 om 12:00 te Landdroskantoor, Kabokweni, naamlik:

Standplaas 571, Kanyamazane.

Verkoopvoorwaardes:

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

2. Die verdere verkoopvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju, Witrivier, van Posbus 401, Witrivier, 1240, met Telefoonnommer (01311) 3-1452 asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 6de dag van September 1993.

Swanepoel & Vennote, Vyfde Verdieping, Proromgebou, Brownstraat, Posbus 1300, Nelspruit. [(Verw. Pieter Swanepoel/CJvR/E36/92(21).]

Saak 24695/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser en **Clifford Leon Filander,** Eerste Verweerder, **Suzan Evelyn Filander,** Tweede Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogenoemde saak op 2 Maart 1993 verkry en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Noordoos, op 12 Oktober 1993 om 10:00 te Baljukantore te Verkooplokaal, Sinodalesentrum, NG Kerk, Visagiestraat 234, Pretoria, verkoop:

Erf 948, geleë in die dorp Eerstrust-uitbreiding 2, groot 595 (vyf nege vyf) vierkante meter, gehou kragtens Akte van Transport T19288/92, onderhewig aan al sodanige voorwaardes wat in gemelde akte vermeld staan of na verwys word en spesiaal onderhewig aan die voorbehoud van minerale regte, bekend as Ivan Becketstraat.

Die eiendom is verbeter en bestaan uit enkelverdieping, sitkamer, eetkamer, vier slaapkamers, bad-/waskamer en kombuis.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Pretoria-Noordoos,Visagiestraat 234, Pretoria.

Geteken te Pretoria op hierdie 9de dag van September 1993.

C. T. P. Eksteen vir du Plessis & Eksteen, Prokureur vir Eiser, 10de Verdieping, Merinogebou, hoek van Bosman- en Pretoriusstraat, Pretoria. (Tel. 21-8154.) (Verw. mnr. EPetoriusstraat, Pretoria. (Tel. 21-8154.) (Verw. mnr. Eksteen/co.)

Saak 15494/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk,** Eiser, en **E. de Beer,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 30 April 1993 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Suid, geleë te Strubenstraat 142, Pretoria, aan die hoogste bieër op 20 Oktober 1993 om 10:00:

Erf 180, geleë in die dorpsgebied Lyttleton Manor, Registrasieafdeling JR, Transvaal, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter (beter bekend as Krugerstraat 144, Lyttleton Manor).

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieër verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelaktes in sover dit van toepassing mag wees.

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

'n Enkelverdiepingwoonhuis met drie slaapkamers, badkamer, sitkamer, eetkamer, kombuis, studeerkamer, twee motorafdakke met buitewoonstel en omhein.

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

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

Geteken te Pretoria op hierdie 9de dag van September 1993.

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/ JR38017.)

Saak 8082/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beherende Liggaam van Penryn Place Regspersoon,** Eiser, en **mnr. P. Havenga,** Eerste Verweerder, en **mev. J. Havenga,** Tweede Verweerderes

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof op 25 Februarie 1993, en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op 12 Oktober 1993 om 10:00, te die Sinodalesentrum, Visagiestraat 234, Pretoria, tewete:

1. (a) *Akteskantoorbeskrywing:* Eenheid 3, Erf 3203, van die skema bekend as Penryn Place, Skemanommer SS73/83, groot 62 vierkante meter onder geregistreerde Titelnommer ST73/83(3)(UNIT).

(b) *Straatadres:* Pentyn Place 14, Scheidingstraat 265, Pretoria.

(c) Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: Twee slaapkamerwoonstel, badkamer en toilet, sit- en eetkamer, kombuis, gebou met sement en stene.

2. *Verkoopvoorwaardes:*

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

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

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

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

Geteken te Pretoria op hede die 8ste dag van September 1993.

E. Y. Stuart, Prokureur vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.) (Verw. E. Y. Stuart/AM/3559.)

Saak 75693/88

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Transvaalse Raad vir die Ontwikkeling van Buitestedelike Gebiede,** Eiser, en **Nova Development Corp. (Pty) Ltd,** Verweerder

Erf 13, geleë in The Balmoral Extension IQ; *groot:* 4 015 vierkante meter; geleë te Tweede Laan, The Balmoral Extention; T40571/1969.

Erf 29, geleë in The Balmoral Extension, IQ; *groot:* 4 015 vierkante meter; geleë te Tweede Straat, The Balmoral Extension; T40571/1969.

Erf 42, geleë in The Balmoral Extension, IQ; *groot:* 3 850 vierkante meter; geleë te Tweede Straat, The Balmoral Extension; T40571/1969.

Erf 48, geleë in The Balmoral Extension, IQ; *groot:* 3 432 vierkante meter; geleë te Tweede Straat, The Balmoral Extension; T40571/1969.

Erf 50, geleë in The Balmoral Extension, IQ; *groot:* 5 906 vierkante meter; geleë te Tweede Straat, The Balmoral Extension; T40571/1969.

Erf 54, geleë in The Balmoral Extension, IQ; *groot:* 1 917 vierkante meter; geleë te Tweede Straat, The Balmoral Extension; T40571/1969.

Eksekusieveiling: Te Balju-kantore, Beaconsfieldlaan 41A, Vereeniging, op 29 Oktober 1993 om 10:00, aan die hoogste bieder.

Bogemelde eiendomme word apart verkoop en nie as 'n eenheid nie.

Volgens inligting wat Eiser kon bekom is Erwe 13, 29, 48, 50 en 54 geleë in The Balmoral Extension, is gesoneer vir woondoeleindes, en Erf 42 geleë in The Balmoral Extension is gesoneer vir beperkte nywerheidsdoeleindes, in 'n geproklameerde dorp en is die eiendomme verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborg word egter verstrek nie.

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

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

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

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

C. J. van der Merwe, vir Van der Merwe, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. (Tel. 320-2844/5/6/7.) (Verw. mev. Van Niekerk.)

Saak 5895/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank,** Eiser, en **Molathlegi Alpheus Disetso,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof in bogemelde saak op 4 Mei 1993 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju van Soshanguve op 8 Oktober 1993 om 11:00, te die Balju se kantoor, te Gedeelte 83, De Onderstepoort (net noord van Saskomeule, ou Warmbadpad, Bon Accord), verkoop sonder reserwe/met reserwe:

Sekere: Erf 1955, Blok GG, Soshanguve, Registrasieafdeling JR, Transvaal, groot 678 (seshonderd agt en sewentig) vierkante meter.

Die eiendom is verbeter en bestaan uit:

1. Woonhuis van baksteen.

2. *Bestaan uit:* (a) Twee slaapkamers. (b) Sitkamer. (c) Kombuis. (d) Wk sonder geriewe.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju vir die Hooggeregshof se fooie en agterstallige belastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju vir die Hooggeregshof, binne 14 (veertien) dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju vir die Hooggeregshof, ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Soshanguve.

Geteken te Pretoria hierdie 3de dag van Augustus 1993.

P. J. Kleynhans, vir W. D. Saayman, Burgerstraat 249, Pretoria-Noord. (Tel. 546-0153.) (Verw. mev. M. Botha/CS192.)

Saak 26890/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beheerliggaam van Diza,** Eiser, en **Willu van Zyl,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 11 Mei 1993, uitgereik deur die Hof te Pretoria, sal die volgende eiendom verkoop word deur die Balju te Pretoria-Oos, Strubenstraat 142, Pretoria, op 6 Oktober 1993 om 10:00, aan die hoogste bieër:

Deel 21, soos getoon en vollediger beskryf op Deelplan SS231/84 in die skema bekend as Diza ten opsigte van die grond en gebou of geboue geleë te Silverton-dorpsgebied, in die Plaaslike Owerheidsgebied van die Stadsraad van Pretoria, van welke deel die vloer oppervlakte, volgens genoemde deelplan 85 vierkante meter groot is.

Gehou kragtens Sertifikaat van Geregistreerde Deeltitels SGDT231(23)(Unit); (ook bekend as Diza 403, De Boulevardstraat 266, Silverton, Pretoria.)

Voorwaardes van verkoping:

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

2. Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Twee slaapkamers, badkamer, aparte toilet, sit/eetkamer en kombuis.

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

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria.

Geteken te Pretoria op die 25ste dag van Augustus 1993.

Bloch Gross & Genote, Prokureurs vir Eiser, Charterhuis, Bosmanstraat 179, Pretoria. (Verw. mev. Strauch/P1710/09.)

Saak 9669/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Lodewyk Andries Schutte,** Verweerder

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 12 Oktober 1993 om 10:00, by die kantore van die Balju, Pretoria Sentraal, te Sinodalesentrum, Visagiestraat 234, Pretoria, ter voldoening aan die vonnis wat die Eiser in bogemelde aangeleentheid verkry het teen die verweerder op 23 Junie 1992, welke verkoping in eksekusie onderhewig sal wees aan die verkoopvoorwaardes wat ter insae lê by die Balju, Pretoriasentraal, te Visagiestraat 228, Pretoria:

Suncrest 112, Erf 68, Esselenstraat 26, Sunnyside, Pretoria, met aktesbeskrywing: Deel 26.

Soos getoon en meer vollediger beskryf op Deelplan SS 8/85 in die gebou of geboue bekend as Suncrest geleë te Erf 68, Trevenna, Stadsraad Pretoria, waarvan die vloeroppervlakte volgens genoemde Deelplan 47 (vier sewe) vierkante meter groot is; en

'n Onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou en geboue soos getoon en meer vollediger beskryf op genoemde deelplan, toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST 8/85/(26) (Unit) en verbind ten gunste van die Eiser onder Deelverband SB 92514/90;

Die eiendom bestaan uit: Slaapkamer, sitkamer, kombuis en badkamer.

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

Die verkoopprys sal soos volg wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant op die datum van die verkoping betaalbaar aan die Balju en die balans op datum van registrasie van die transport verseker te word deur 'n waarborg van die bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 30 dae na die datum van die verkoping verstrek te word. Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir die betaling van rente aan die Eiser teen 22,25% (twee-en-twintig komma twee vyf persent) per jaar en aan die verbandhouer teen 22,25% (twee-en-twintig komma twee vyf persent) perjaar op die onderskeie bedrae van die toekenning aan die Eiser en die verbandhouer in die distribusieplan, vanaf die verloop van een maand na die verkoping tot datum van transport.

Die verkoopvoorwaardes sal beskikbaar wees vir insae te die Balju, Pretoria Sentraal, Visagiestraat 228, Pretoria.

Geteken te Pretoria op hede die 7de dag van September 1993.

Wilsenach, Van Wyk, Goosen & Bekker Ing., Prokureurs vir Eiser, Sanlansentrum 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.) (Verw. W. J. Riekert/M. Swanepoel/61/293/1.)

Saak 7623/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van SA Beperk,** Eiser, en **Pieter Jacobus Roos,** Verweerder

Kragtens 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), en lasbrief gedateer 1 Junie 1993 in bogemelde saak, word 'n openbare veiling sonder 'n reserwe prys deur die Balju, Hooggeregshof, distrik Klerksdorp, te Erf 1067, Wilkoppies-uitbreiding 26, Klerksdorp, gehou op Woensdag, 13 Oktober 1993 om 11:00 volgens voorwaardes wat nou by die Balju se kantoor te Teaklaan 11, Klerkindustria, Klerksdorp, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 1067, Wilkoppies-uitbreiding 26, Registrasieafdeling IP, Transvaal, groot 1 002 vierkante meter, gehou deur Pieter Jakobus Roos, gebore op 31 Maart 1943, kragtens Akte van Transport T82271/1991.

Die eiendom is geleë te Williamsstraat 64, Wilkoppies, Klerksdorp.

Die eiendom is soos volg verbeter: Die eiendom is geleë in 'n goeie woonbuurt. Die woning is gebou met rowwe steen en het 'n teëldak. Daar is drie slaapkamers, twee badkamers, 'n ruim sitkamer, eetkamer en 'n moderne kombuis. Daar is 'n swembad en lapa en twee veiligheidshekke buite. Daar is twee oop motorhuise, maar is van voor toegerus met twee elektroniese garagedeure. Daar is ook 'n bediendekwartiere en 'n waskamer.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme: Tien per centum (10%) van die koopprys en afslaersgelde in kontant op die veilingsdag; die saldo teen oordrag wat verseker moet word deur 'n bank- of bougenootskapswaarborg wat binne veertien (14) dae van die veilingsdatum by die Balju ingelewer moet wees.

Datum: 9 September 1993.

Rooth & Wessels, Prokureurs vir Eiser, Grondvloer, Kerkplein 38, Pretoria. [Tel. (012) 325-2940.], (Verw. mnr. Brink/rb.)

Die Balju Hooggeregshof, Klerksdorp, [Tel. (018) 462-9550/1], (Verw. mnr. Kritzinger.)

Saak 107/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WESTONARIA GEHOU TE WESTONARIA

In die saak tussen **Eerste Nasionale Bank,** Eiser, en **Mnr. Francisco Sardinha Duarte,** Verweerder

Ingevolge vonnis in die Landdroshof van Westonaria, distrik Westonaria, en lasbrief vir geregtelike verkoping gedateer 8 Julie 1993, sal die ondervermelde eiendom op 2 Oktober 1993 om 10:00, voor die Landdroshof, Westonaria, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 3366, Westonaria-uitbreiding 8-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 910 vierkante meter, gehou kragtens Akte van Transport T55634/1988, wat ook bekend staan as Gardeniastraat 43, Westonaria.

Enkelvlakwoonhuis onder teëldak gebou van steen, met drie slaapkamers en 'n enkelmotorhuis, wat aan hoofgebou grens.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe en aan die hoogste bieder en die verkoping sal onderworpe wees aan die reëls en regulasies van die Wet op Landdroshowe en die titelakte insover dit toepaslik is.

2. Die koopprys sal betaalbaar wees teen 10% (tien per centum) daarvan tydens die verkoping, tensy anders ooreengekom tussen die Eiser en die Balju, en die onbetaalde balans tesame met rente op die volle bedrag van die Eiser se eis teen 16,75% (sestien komma sewe vyf persent) per jaar tot datum van betaling, sal betaalbaar wees of verseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van verkoping.

3. Volle besonderhede van die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju te Westonaria en sal deur hom uitgelees word by die aanvang van die verkoping.

A. P. van Wyk, vir Truter Crous Wiggill & Vos, Truvosgebou, Briggsstraat 88, Westonaria. (Tel. 753-1188/9/0.) (Verw. mnr. Van Wyk/SA/F877.)

Saak 1478/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WESTONARIA GEHOU TE WESTONARIA

In die saak tussen **Stadsraad van Westonaria,** Eiser, en **Pansophia (Edms) Bpk,** Verweerder

Ingevolge vonnis in die Landdroshof van Westonaria, distrik Westonaria, en lasbrief vir geregtelike verkoping gedateer 23 Februarie 1993, sal die ondervermelde eiendom op 22 Oktober 1993 om 10:00, voor die Landdroshof, Westonarea, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 684, in die dorp Glenharvie-uitbreiding 2, Registrasieafdeling IQ, Transvaal (onverbeterd).

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe en aan die hoogste bieder en die verkoping sal onderworpe wees aan die reëls en regulasies van die Wet op Landdroshowe en die Titelakte insover dit toepaslik is.

2. Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping, tensy anders ooreengekom tussen die Eiser en die Balju, en die onbetaalde balans tesame met rente op die volle bedrag van die Eiser se eis teen 18,5% (agttien komma vyf persent) per jaar tot datum van betaling, sal betaalbaar wees of verseker word deur; goedgekeurde bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van verkoping.

3. Volle besonderhede van die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju te Westonaria en sal deur hom uitgelees word by die aanvang van die verkoping.

A. P. van Wyk, vir Truter Crous Wiggill & Vos, Truvosgebou, Briggsstraat 88, Westonaria. (Tel. 753-1188/9/0.) (Verw. Mnr. van Wyk/sa/W 3162.)

Saak 4096/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk,** Eiser, en **Phillip Alexander Irwin,** Verweerder

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

Eiendom: Erf 327, Noordheuweldorpsgebied, Registrasieafdeling IQ,Transvaal.

Ligging: Bloubergstraat 45, Noordheuwel, Krugersdorp,

in eksekusie verkoop op 27 Oktober 1993 om 10:00 deur die Balju by sy kantoor te Klaburn Hof, Ockersestraat 22B, Krugersdorp.

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

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

Case 7341/1993

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Gerhardus Jacobus van der Merwe,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 23 July 1993, the property listed hereunder will be sold in execution on Wednesday, 20 October 1993 at 11:00 in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Holding 87, Benoni Agricultural Holdings, Registration Division IR, Transvaal, measuring 2 235 (two thousand two hundred and thirty-five) hectares, known as 87 Gum Road, Benoni Agricultural Holdings, Benoni.

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

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

Main building: Brick under flat iron detached single-storey residence comprising three bedrooms, two bathrooms, kitchen, lounge, two dining-rooms and family-room. *Outbuildings:* Two garages and carport. Servants' quarters. Servants' ablutions. *Fencing:* Wire. Borehole. Plus two-bedroomed flat with bathroom, kitchen and lounge. Plus three-bedroomed flat with bathroom, kitchen, lounge 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 office of the Sheriff of the Magistrate's Court, 215 Arcadia, 84 Princes Avenue, Benoni.

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000, then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per 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% (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 9th day of September 1993.

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

Case 3918/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Sosole Samson Mosia,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 7 May 1993, the property listed hereunder will be sold in execution in Friday, 15 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:

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

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

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

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

The material conditions of sale are:

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the sheriff of the Magistrate's Court being 4% (four per 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 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 8th day of September 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.)

Case 6152/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Muziwandile Syvion Msizazwe,** First Defendant, and **Gasta Leanah Magagula,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and an Order of Court dated 28 June 1993, the property listed hereunder will be sold in execution on Wednesday, 20 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 4828, Daveyton Township, Registration Division IR, Transvaal, measuring 336 (three hundred and thirty-six) square metres, known as 4828 Kheswa 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., kitchen and lounge. *Fencing:* Wire. Well kept four roomed box type house.

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 (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% (eighteen 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 8th day of September 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.)

Saak 46793/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk,** Eiser, en **D. H. J. Botes,** Verweerder, en **M. C. Botes,** Tweede 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 Sentraal te Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieër op 12 Oktober 1993 om 10:00.

Deel 39 soos getoon en meer volledig beskryf op Deelplan SS349/85 in die skema bekend as Clara Berea geleë in die dorpsgebied Berea, in die plaaslike owerheid van die Stadsraad van Pretoria, groot 46 (ses-en-veertig) vierkante meter (beter bekend as Clara Bereawoonstel 403, Clarastraat 18, Berea, Pretoria).

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieër verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelaktes in sover dit van toepassing mag wees.

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

'n Eenslaapkamerwoonstel met sitkamer, kombuis, badkamer met onderdak parkering.

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

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

Geteken te Pretoria op hierdie 8ste dag van September 1993.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Ref. S. du Plessis/mev. Engels/JR38045.)

Saak 35756/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk,** Eiser, en **M. J. Thabethe,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 2 Julie 1992 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof Wonderboom te Gedeelte 83 De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieër op 22 Oktober 1993 om 11:00.

Perseelnommer 536, Blok AA, Soshanguve, Registrasieafdeling JR, Transvaal, Groot 570 (vyfhonderd en sewentig) vierkante meter (beter bekend as Perseelnommer 536, Blok AA, Soshanguve).

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieër verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelaktes in sover dit van toepassing mag wees.

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Enkelverdieping-woonhuis met sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers met buitegeboue.

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

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

Geteken te Pretoria op hierdie 8ste dag van September 1993.

S. E. du Plessis, Van der Merwe du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. S. du Plessis/mev. Engels/JR28030.)

Saak 10528/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van SA Beperk,** (62/00738/06), Eiser, en **Anna Maria Joubert,** ID. 520212 0013 005, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 15 Oktober 1993 om 10:00 deur die Balju vir die Hooggeregshof, Lichtenburg, gehou te die perseel, Carel Roodestraat 8, Lichtenburg, Transvaal, aan die hoogste bieder:

Erf 1430 geleë in die dorpsgebied van Lichtenburg-uitbreiding 4, Registrasieafdeling IP, Transvaal, groot 1 177 vierkante meter, gehou kragtens Akte van Transport T29219/88.

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

Straatadres; Carel Roodestraat 8, Lichtenburg.

Verbeterings: Woonhuis met teëldak, ingangsportaal, sitkamer, eetkamer, drie slaapkamers, waskamer, twee badkamers met toilet, buite toilet, garage, voorafvervaardigde omheining en sementplaveisel.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Lichtenburg te Langstraat 54B, Lichtenburg, Transvaal.

Gedateer te Pretoria hierdie 1ste dag van September 1993.

Haasbroek en Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 325-3644.) (Verw. V. Rensburg/Z9143/93/BVDM.)

Case 19595/93
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Wadsworth: Bruce Nigel Guy,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Overvaal Building, 28 Krugerlaan, Vereeniging, at 10:00 on Thursday, 14 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 prior to the sale.

Certain Plot 137, Golf-View Agricultural Holdings, Registration Division IQ. Transvaal, area 1,4870 (one comma four eight seven nought) hectares, situated at Plot 137, Golf-View, Walkerville.

Improvements (not guaranteed): A vacant erf.

Terms: 10% (ten per centum) of the purchase price in cash in 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 (twenty thousand rand) and thereafter 3% (three per centum), with a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand)

Dated at Johannesburg on 8 September 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN5: NT378.)

Case 14570/93
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Celliers: Kay,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, at 10:00 on Wednesday 13 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 prior to the sale:

Certain unit comprising Section 5 and exclusive use areas G5 (garden) and P13 (parking) and their undivided share in the common property in the La Piazza sectional title scheme, area 72 (seven two), 74 (seven four) and 12 (twelve) square metres respectively, situated at Flat G6, Unit 5 La Piazza, Whelan Close Street, Edenburg.

Improvements (not guaranteed): A unit consisting of bedroom, bathroom, kitchen, lounge, garage with brick walls around property.

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

Dated at Johannesburg on 8 September 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN1:NS215.)

KENNISGEWING VAN GEREGTELIKE VERKOPING

Ter uitwinning van vonnisse van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in ondergemelde sake, soos deur **Nedcor Bank Beperk** verkry sal verkopings sonder 'n reserwe prys gehou word te Balju-Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord Pretoria-Noord op 8 Oktober 1993 om 11:00, van die ondervermelde eiendomme van die Verweerders op die voorwaardes wat deur die vendusieafslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê:

Saak: 13643/93.

Vonnisskuldenaar: R. Göllnitz.

Eiendom: Erf 1030, geleë in die dorpsgebied Doornpoort, Registrasieafdeling JR, Transvaal, beter bekend as Begoniastraat 758, Doornpoort, groot 1 250 (een twee vyf nul) vierkante meter, gehou kragtens Akte van Transport T26852/89.

Beskrywing: Woonhuis bestaande uit slaapkamer, badkamer, kombuis, sitkamer en eetkamer. Die eiendom is omhein met draad.

Verw.: mnr. Coetzee/RL/435/93.

Saak: **5972/93.**

Vonnisskuldenaars: H. J. M. de Jager en C. P. de Jager.

Eiendom: Gedeelte 1 van Erf 105, Wolmer-dorpsgebied, Registrasieafdeling JR, Transvaal, beter bekend as Deetleffstraat 468, Wolmer, groot 1 276 (een twee sewe ses) vierkante meter, gehou kragtens Akte van Transport T43772/1981.

Beskrywing: Woonhuis bestaande uit drie slaapkamers, badkamer, kombuis, sitkamer, eetkamer, motorhuis, dubbelafdak en bediendekwartiere met geriewe, plaveisel. Die eiendom is omhein.

Verw.: mnr. Coetzee/RL/210/93.

Saak: **7106/91.**

Vonnisskuldenaar: N. M. Nkosi.

Eiendom: Leasehold Stand 93, Blok G, Soshanguve, Residential area of Soshanguve, district of the district representative, Department of Development Aid, Soshanguve, groot 350 (drie vyf nul) vierkante meter, gehou kragtens Akte van Transport T32682/1992 (voorheen Sertifikaat van Reg van Huurpag).

Beskrywing: Woonhuis bestaande uit twee slaapkamers, badkamer, kombuis en sitkamer.

Verw.: mnr. Coetzee/RL/811/92.

Saak: **13373/93.**

Vonnisskuldenaar: J. E. Deetlefs.

Eiendom: Gedeelte 1 van Erf 429, geleë in die dorpsgebied Wolmer, Registrasieafdeling JR, Transvaal, beter bekend as Broodrykstraat 504, Wolmer, groot 600 (ses nul nul) vierkante meter; gehou kragtens Akte van Transport T54268/1990.

Beskrywing: Woonhuis met sinkdak bestaande uit drie slaapkamers, badkamer, kombuis, sit- en eetkamer, motorhuis, bediendetoilet en plaveisel. Die eiendom is omhein met draad.

Verw.: mnr. Coetzee/RL/436/93.

Terme: Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen die transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne dertig (30) dae na datum van die verkoping verstrek te word.

Die koper moet afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige betalings en ander uitgawes wat nodig is om transport te laat geskied, op versoek van die prokureur van die Vonnisskuldeiser.

Geteken te Pretoria op hierdie 9de 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.)

Case 11206/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Molebatsi Billy Raseroka,** First Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 3 November 1992, the property listed hereunder will be sold in execution on Wednesday the 20th day of 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 Lot 3072 Wattville Township, Registration Division IR, Transvaal, measuring 314 (three hundred and fourteen) square metres, known as 3072 Tame Crescent, Wattville, 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 tiles detached single-storey residence comprising 3 bedrooms, bathroom, kitchen and lounge.

Outbuildings: Garage. Fencing: Wire. Plastered house with pitched tiled roof. Neat garden.

The material conditions of sale are:

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

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 (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 (ten thousand rand) 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 20% (twenty 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.

(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 of 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 referrred 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 7th day of September 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 5483/91

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 **Daniel Jacobus Erasmus,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 18 January 1993, the property listed hereunder will be sold in execution on Wednesday, 20 October 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 5846, in the Township of Northmead Extension 4, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety one) square metres, known as 32 Tecoma Street, Northmead Extension 4, Benoni.

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 iron detached single storey residence comprising three bedrooms, bathroom, kitchen, lounge. *Outbuildings:* Garage and two carports. Servants' quarters, s/ablutions. *Driveway:* Concrete. *Fencing:* Pre-cast.

The material conditions of sale are:

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

(b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Seriff of the Magistrate's Court's Office, 215 Arcadia, 84 Princes Avenue, Benoni.

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per 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 19,75% (nineteen comma seven five per centum) per annum on the preferent creditor's claims as contemplated in rule 43 (7) (a) of the Rule of Court from the date of sale to date of payment to be paid or secured by 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 of 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 damage, alternatively the execution creditor shall be entitled to enforce the sale.

Dated at Benoni on this the 6th day of September 1993.

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

Case 6508/91

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 **Mahamo Jeremia Modise,** First Defendant, and **Tombikaize Mina Modise,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 19 February 1993, the property listed hereunder will be sold in execution on Friday, 15 October 1993 at 11:00, at the offices of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 18533, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, known as Lot 18533 Tsakane Extension 8, Brakpan.

The property is zoned Residential in terms of the relevant Town-planning Scheme.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building:* Semi face bricks under tiles residence comprising lounge, two bedrooms, bathroom and kitchen. *Fencing:* Mesh wire.

The material conditions of sale are:

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

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

(c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (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 21,75% (twenty-one 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.

(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 benefits 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 7th day of September 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 11215/92

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 **Phillip Dingaan Ranape,** First Defendant, and **Gissir Jane Ranape,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 27 October 1992, the property listed hereunder will be sold in execution on Friday, 15 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:

All right, title and interest in the leasehold in respect of Erf 4604 Tsakane Township, Registration Division IR, Transvaal, measuring 259 (two hundred and fifty-nine) square metres, known as 4604 Hlubi Street, Tsakane, 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:* Block bricks under asbestos residence comprising lounge, two bedrooms and kitchen. *Outbuildings:* Toilet only. *Fencing:* Mesh wire.

The material conditions of sale are:

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per centum) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 19,25% (nineteen comma two 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.

(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) Failling compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit refered to in (d) above, without prejudice to any claim against him for damages, alternatively the execution creditor shall be intitled to enforce the sale.

Dated at Benoni on this the 7th day of September 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 4198/93
PH 2

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Khumalo, Pinky Mavis,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Pretoria South, 142 Struben Street, Pretoria, on Wednesday, 6 October 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Pretoria South:

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

Single-storey dwelling-house under tiled roof consisting of three bedrooms, lounge, dining-room, kitchen, pantry, study, two bathrooms, shower, three toilets, garage and outside toilet.

Being Stand 366, Country View Extension 3, situated at 366 Azalea Avenue, Country View Extension 3, measuring 1 177 square metres, Registration Division JR, Transvaal, held by the Defendant under Title Deed T47256/91.

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

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per 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 Pretoria this 6th day of September 1993.

B. S. Fourie, for Bezuidenhout Van Zyl Inc., Third Floor, Old Mutual Building, 38 Church Square, Pretoria. [Tel. (011) 789-3050.] (Ref. Mr Fourie/sc.)

Saak 4234/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Bpk.,** Eksekusieskuldeiser, en **J J en E R Mashiane,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 9 Augustus 1993 toegestaan is, op 8 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 1921, Ackerville, Witbank, Registrasieafdeling JS, Transvaal, groot 260 vierkante meter, gehou deur die verbandgewer kragtens Akte van Transport TL70429/90.

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

3. Die eiendom word voetstoots verkoop.

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

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

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

Saak 3091/90

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **William Temba Toli,** Eerste Verweerder, en **Precious Motshabi Toli,** Tweede Verweerder

Ingevolge uitspraak van die Landdros, Randfontein, en lasbrief tot geregtelike verkoop met datum 12 November 1990, sal die ondervermelde eiendom geregtelik verkoop word op 15 Oktober 1993 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 2462, Mohlakeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 277 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL45891/1989, bekend as Gumengestraat 2462, Mohlakeng, Randfontein, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder 'n sinkdak wat bestaan uit twee slaapkamers, badkamer, kombuis, sitkamer en eetkamer, daar is geen buitegeboue en die perseel is omhein met 'n betonmuur.

Geen waarborg word egter gegee ten opsigte van voorgaande omskrywing nie.

Voorwaardes: R5 000 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, belastings, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word. Die Eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N91.)

Saak 515/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Isaiah Pogiso Matsio,** Verweerder

Ingevolge uitspraak van die Landdros, Randfontein, en lasbrief tot geregtelike verkoop met datum 1 Maart 1993, sal die ondervermelde eiendom geregtelik verkoop word op 15 Oktober 1993 om 14:15, voor die Landdroshof, Pollockstraatingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 3383, Mohlakeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 313 vierkante meter, gehou kragtens Akte van Transport TL16187/1988, bekend as Ntulistraat 3383, Mohlakeng, Randfontein, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder 'n sinkdak wat bestaan uit drie slaapkamers, badkamer, kombuis en eetkamer, daar is geen buitegeboue nie en die perseel is omhein met draad.

Geen waarborg word egter gegee ten opsigte van voorgaande omskrywing nie.

Voorwaardes: R5 000 of 10% (tien pesent) 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, belastings, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word. Die Eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N536.)

Case 06717/92
PH 273

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of South Africa Ltd,** Plaintiff, and **Ramagaga, Dikeledi Lydia,** Defendant

In execution of a judgment of the above Court in the above matter, a sale in execution will be held on 14 October 1993 at 10:00, of the undermentioned property at the offices of the Sheriff, Johannesburg, 131 Marshall Street, Johannesburg, to the highest bidder:

Certain Erf 437, situated in the Township of Diepkloof, Registration Division IQ, Transvaal, being 437 Phase Two, Diepkloof Extension, Soweto, measuring 800 (eight hundred) square metres.

The following information is furnished in regard to the improvements though in this respect nothing is guaranteed:

A detached single storey brick built residence with tiled roof comprising four bedrooms with main en suite, all bedrooms fully carpeted with built-in cupboards, lounge, TV-room carpeted, carpeted dining-room, bathroom and two toilets and tiled kitchen. Outbuildings of similar construction, yard paved and walled with attractive garden.

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

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

Dated at Johannesburg on this 23rd day of August 1993.

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

Case 5372/91

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 **Dumezweni Charles Sibiya,** First Defendant, and **Mduduzi Sibiya,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and an Order of Court dated 19 October 1992, the property listed hereunder will be sold in execution on Wednesday, 20 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 8455, Daveyton Extension 2 Township (formerly Erf 126, Daveyton Extension 2), Registration Division IR, Transvaal, measuring 299 (two hundred and ninety-nine) square metres, known as 126 James Douglas Crescent, Daveyton 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:

Main building: Bricks under tiles detached single storey residence comprising three bedrooms, bathroom, kitchen, lounge and dining-room (combined).

Fencing: Wire. Plastered house with pitched tiled roof. House with burglar bars. 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, 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 totale 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 19,25% (nineteen comma two five per centum) per annum, on the preferent creditor's 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) 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 7th day of September 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.)

Saak 11369/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Technistrut (Edms.) Beperk,** handeldrywend as Selati Dakke, Eiser, en **Mnr. Quen Uys,** Verweerder

Geliewe kennis te neem dat die ondergemelde eiendom op 6 Oktober 1993 10:00, by Strubenstraat 142, Pretoria, deur die Balju te Pretoria-Oos, per openbare veiling verkoop sal word:

Die voormelde onroerende goed is Erf 1624, Moreletapark-uitbreiding 27, Registrasieafdeling JR, Transvaal (Christallerstraat 647), groot 1 000 m^2, gehou kragtens Akte van Transport T63701/92.

Verbeterings: 'n Woonhuis met die gebruiklike buitegeboue.

Terme: Die koper is verplig om 'n deposito van 10% (tien persent) van die koopprys, in kontant op die dag van die verkoping, 6 Oktober 1993 te betaal. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat deur die Eiser se prokureurs goedgekeur is en wat aan voormelde prokureurs verstrek moet word binne 14 (veertien) dae na die verkoping en soos wat meer volledig blyk uit die voorwaardes van die verkoping, wat nagegaan kan word by die kantore van die Balju te Pretoria-Oos, gedurende kantoorure te Strubenstraat 142, Pretoria.

Voorwaardes: Die bovermelde eiendom sal verkoop word aan die hoogste bieder en onderhewig aan die voorwaardes vermeld in die akte van transport.

Die voorwaardes van verkoping sal uitgelees word deur die afslaer ten tye van die verkoping, welke voorwaardes nagegaan kan word te die kantore van die Balju.

Gedateer te Pretoria op hierdie 8ste dag van September 1993.

Ross & Jacobsz, Prokureurs vir Eiser, R & J-gebou, Tweede Verdieping, Kerkstraat-Oos 421, Arcadia. (Tel. 322-7007.) (Verw. LMM/2267/93/PvZ.)

Saak 3905/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **R. M. & M. Thulari,** Eksekusieskuldenaars

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 26 Julie 1993 toegestaan is, op 8 Oktober 1993 om 10:00, te die Landdroskantoor, Witbank, in eksekusie verkoop sal word ooreenkoms 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 1043, kwaGuqa-uitbreiding 3, Registrasieafdeling JS, Transvaal, groot 387 vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport TL19550/91.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet 21 van 1944 is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 6de dag van September 1993.

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

Case 7548/92

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

In the matter between **Masterbuild (Pty) Ltd** t/a Trust Projects, Plaintiff, and **J. S. Canda,** Defendant

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

Certain Erf 12839, Vosloorus Extension 23, Boksburg, situated at Erf 12839, Vosloorus Extension 23, Boksburg, measuring 398 square metres in extent.

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

Single storey dwelling with three bedrooms, lounge, dining-room, kitchen with vinyl tiles, bathroom and combined toilet with a plaster and paint exterior finish.

The conditions of sale:

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

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

Dated at Boksburg on this the 3rd day of September 1993.

Hammond, Pole & Dixon, Attorneys for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 422-1350.) (Ref. M2194A/M. Nahon.)

Case 5273/92

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

In the matter between **United Bank,** a division of ABSA Bank Limited, Plaintiff, and **Jacobus Johannes Wilken,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs, granted on 21 July 1992, and a warrant of execution dated 22 July 1992, the following property will be sold in execution, without reserve, to the highest bidder on 22 October 1993 at 15:00, at the Sheriff's Office, 66 Fourth Street, Springs.

Certain Erf 258, Township of Strubenvale, Registration Division IR, Transvaal, situated at 20 Brice Avenue, Strubenvale, Springs, measuring 1 041 m^2 (one thousand and forty-one) square meters, held by the Defendants under Deed of Transfer R4T11037/1977.

Zoning: Residential.

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

Dwelling-house: A brick dwelling under iron roof comprising of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom and separate w.c.

Outbuildings: Garage, servant's room and w.c.

Other: Walls.

Conditions of sale:

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

2. The purchase price shall be paid as to 10% (ten per centum) thereof on the date of sale and the balance to be secured within 14 (fourteen) days thereafter by a bank or building society guarantee.

3. 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, Springs.

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

P. B. Kruger, for Charles Sherman, Levin & Prosser Inc., Plaintiff's Attorneys, Seventh Floor, Standard Bank Arcade, corner of Fourth Street and Third Avenue, P.O. Box 886, Docex 7, Springs. (Tel. 812-1440/2/3/4.) (Ref. P. B. Kruger: MCK:12361.)

Saak 6428/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort,** Eiser, en **Peter Chatfield Miller,** Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopslokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, om 10:00 op Vrydag, 15 Oktober 1993.

Erf 492, Florida Hills-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Kenyastraat 6, Florida Hills, Roodepoort, bestaande uit 'n leë erf.

Die volledige verkoopvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word en onderhewig aan die bepalings van die Groepsgebiedewet, dat 10% (tien persent) van die koopprys asook afslaerskommissie betaalbaar is in kontant onmiddellik na die verkoping en dat die saldo koopprys betaalbaar teen registrasie van transport verseker moet word binne 14 dae daarna.

Louw & Heyl-Phillips & Osmond, Prokureur vir Eiser, Sanlamgebou, Derde Verdieping, hoek van Van Wyk- en Joubert-straat, Roodepoort. (Tel. 763-2121/763-6111.)

Saak 978/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort,** Eiser, en **Carlos Filipe de Carvalho Pedro,** Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkooplokaal van die Balju te Progresslaan 182, Technikon, Roodepoort op Vrydag, 15 Oktober 1993 om 10:00:

Erf 693, Little Falls-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Butterworthstraat 1048, Little Falls-uitbreiding 1, Roodepoort.

Bestaande uit 'n leë erf.

Die volledige verkoopvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word en onderhewig aan die bepalings van die Groepsgebiedewet, dat 10% (tien persent) van die koopprys asook afslaerskommissie betaalbaar is in kontant onmiddellik na die verkoping en dat die saldo koopprys betaalbaar teen registrasie van transport verseker moet word binne 14 dae daarna:

Louw & Heyl - Phillips & Osmond, Prokureur vir Eiser, Derde Verdieping, Sanlamgebou, hoek van Van Wyk- en Joubert-straat, Roodepoort. (Tel. 763-2121/763-6111.)

Saak 1712/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KURUMAN GEHOU TE KURUMAN

In die saak tussen **C. J. Bubb,** Eiser, en **Anna Buitendag,** Verweerder

Neem kennis dat kragtens 'n vonnis in hierdie Agbare Hof toegestaan op 7 Desember 1992, is die volgende eiendom per geregtelike veiling te koop op 8 Oktober 1993 om 09:00, te die Landdroskantoor, Kerkstraat, Nigel, naamlik:

Sekere Gedeelte 1 van Erf 80, geleë te Hendrik Verwoerdstraat 105, Nigel.

Op die volgende voorwaardes naamlik:

1. Dat die verkoopvoorwaardes onmiddellik voor die verkoping voorgelees sal word.

2. Dat die verkoopvoorwaardes beskikbaar is by die kantoor van Jordaan & Mans, Bearestraat 26, Kuruman, Prokureurs vir Eiser.

3. Dat minstens 10% (tien persent) van die verkoopprys betaal word.

4. Dat die balans van die koopprys deur die koper gewaarbrog word binne 14 dae na datum van die veiling.

Geteken te Kuruman op hierdie 2de dag van September 1993.

Jordaan & Mans, Prokureurs vir Eiser, Posbus 27, Bearestraat 26, Kuruman, 8460.

Saak 435/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SCHWEIZER-RENEKE GEHOU TE SCHWEIZER-RENEKE

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **J. T. Mentz,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 28 Julie 1993, sal die hiernavermelde vaste eiendom in eksekusie verkoop word op 25 Oktober 1993 om 10:00, voor die kantore van De Kock & Duffey Afslaers, Bothastraat, Schweizer-Reneke, 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 647, geleë in die dorp Schweizer-Reneke-uitbreiding 8, Registrasieafdeling HO, Transvaal, groot 1 500 vierkante meter, ook bekend as Giraffestraat 7, Schweizer-Reneke.

Voorwaardes: Een tiende van die koopprys in kontant of deur middel van 'n bank-gewaarborgde tjek aan die Balju, vir die rekening van die Vonnisskuldeiser, betaling waarvan op die verkoopsdatum moet geskied. Die balans is betaalbaar teen oordrag en moet verseker word deur 'n bank- of bouverenigingwaarborg, deur die koper binne 14 (veertien) dae na die verkoping verskaf word.

Die volledige verkoopvoorwaardes lê vir inspeksie by die Balju se kantoor gedurende kantoorure.

Geteken te Vryburg op hierdie 3de dag van September 1993.

Dawid Viviers, p.a. Du Plessis-Viviers, Prokureurs vir Eiser, Markstraat 136, Posbus 2010, Vryburg, 8600.

Saak 644/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHAL GEHOU TE BETHAL

In die saak tussen **Saambou Bank,** Eksekusieskuldeiser, en **J. C. Tredoux,** Eerste Eksekusieskuldenaar, en **W. R. Tredoux,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis van bogemelde Agbare Hof gedateer 13 Julie 1993 en 'n lasbrief vir eksekusie, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju, Landdroshof te Landdroskantoor, Kamer 83, Bethal op 15 Oktober 1993 om 11:00, aan die hoogste bieder:

Gedeelte 25 van Erf 284, New Bethal East-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 618 (seshonderd en agtien) vierkante meter, gehou kragtens Akte van Transport 38797/90, bekend as Bangleystraat 24, Bethal-Noord.

Sekere voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieder verkoop word, onderhewig aan bekragtiging deur die Eksekusieskuldeiser.

2. Die koopprys sal betaalbaar wees, synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju, Landdroshof en die balans betaalbaar teen transport, vir welke bedrag 'n waarborg gelewer moet word binne 21 dae vanaf datum van verkoping.

3. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe en die reëls daarkragtens uitgevaardig.

4. Die volledige verkoopvoorwaardes sal deur die Balju, Landdroshof van daardie Agbare Hof uitgelees word voor die verkoping en lê ook ter insae by die kantore van die Balju, Landdroshof, Bethal.

Verbeterings: Woonhuis met normale buitegeboue.

Geen waarborg word egter in hierdie opsig gegee nie.

Geteken te Bethal hierdie 7de dag van September 1993.

J. S. Fourie, vir Fourie & Human, Prokureurs vir Eksekusieskuldeiser, S & S Gebou, Eeufeesstraat, Posbus 187, Bethal. (Verw. Marie Lodewykx.)

Case 9488/93
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 **Pascoe, Bradley Gordon,** First Execution Debtor, and **Van der Linden, Annette,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 15 October 1993 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Certain: Erf 925, situated in the Township of Witpoortjie, Registration Division IQ, Transvaal, being 53 Stumke Street, Witpoortjie, Roodepoort.

Measuring: 1 115 (one thousand one hundred and fifteen) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, two bedrooms, two bathrooms with outbuildings with similar construction comprising of garage, 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 6th day of September 1993.

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

Case 15332/93
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 **Mpangeva, Nokunene Griselter N.O.,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 15 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 Leeuwpoort Street, Boksburg, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Site 7921, situated in the Township of Vosloorus Extension 9, Registration Division IR, Transvaal, being 7921 Vosloorus Extension 9, Boksburg.

Measuring: 289 (two hundred and eighty-nine) square metres.

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

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

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

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

Dated at Johannesburg this 6th day of September 1993.

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

Case 7748/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Von Wielligh, Colleen,** First Defendant, and **Von Wielligh, Stanley John,** 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 15 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 261, Dalpark Township, Registration Division IR, Transvaal, being 18 Ysterhout Street, Dalpark, Brakpan, measuring 1 009 (one thousand and 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 entrance-hall, lounge, dining-room, family room, kitchen, three bedrooms, two bathrooms, double garage, servant's room and w.c.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or 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 6th day of September 1993.

Hammond Pole & Dixon, for c/o Mark Yammin, Hammon & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 52-8666) [Ref. Mrs Teixeira/AU0150 (AU150).]

Case 13166/93
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 **Eksteen, John Paul,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Krugersdorp, on 13 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, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain: Portion 72 (a portion of Portion 51) of the farm Zeekoehoek 509, Registration Division JQ, Transvaal, being Portion 72 of the farm Zeekoehoek 509, Krugersdorp.

Measuring: 5,1392 (five comma one three nine two) hectares.

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

A detached double storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, entrance-hall, family room, study, laundry, pantry, dressing-room, three bedrooms and three 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 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 this 1st day of September 1993.

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

Case 19536/93
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 **Delsorte, Michael Phillip,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 15 October 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Certain: Erf 673, situated in the Township of Strubensvallei Extension 3, Registration Division IQ, Transvaal, being 929 Florin Road, Strubensvallei Extension 3, Roodepoort.

Measuring: 941 (nine hundred and forty-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 and bathroom.

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

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

Dated at Johannesburg on this 3rd day of September 1993.

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

Case 14328/93
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 **De Lemos, Jose Luis Faria Correia,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 15 October 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Certain: Section 7 as shown and more fully described on Sectional Plan SS83/85 in the scheme known as Helderberg Park, situated in the Township of Bergbron Extension 2, being 7 Helderberg Park, Helderberg Road, Bergbron Extension 2, Roodepoort.

An undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section.

Measuring: 130 (one hundred and thirty) square metres.

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

A duplex flat with tiled roof, comprising kitchen, lounge/dining-room, entrance-hall, separate toilet, pantry, store-room, study, three bedrooms, bathroom with outbuildings with similar construction comprising of two garages and store-room. The common property comprising of servant's room, servant's toilet, 22 garages and eight carports.

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 this 1st day of September 1993.

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

Case 18949/93
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 **Hoskin, Benjamin Andrew,** First Execution Debtor, and **Hoskin, Johanna Christina,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Brakpan, on 15 October 1993 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

Certain: Erf 803, situated in the Township of Brakpan-Noord Extension 2, Registration Division IR, Transvaal, being 2 Leary Place, Brakpan-Noord Extension 2.

Measuring: 1 651 (one thousand six hundred and fifty-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 garage, 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 this 3rd day of September 1993.

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

Case 18948/93
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 **Green, Colleen Joy,** 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 15 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 Leeuwpoort Street, Boksburg, prior to the sale:

Certain: Section 5, as shown and more fully described on Sectional Plan SS93/1981 in the scheme known as Morton Place, situated in the Township of Parkdene, being 5 Morton Place, Morton Crescent, Parkdene, Boksburg.

An undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section.

Measuring: 123 (one hundred and twenty-three) square metres.

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

A duplex flat with iron roof, comprising kitchen, lounge/dining-room, two bedrooms, bathroom with outbuildings with similar construction comprising of garage. The common property comprising of store-room and 12 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 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 this 3rd day of September 1993.

A. N. V. Ribet de Chalain, 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 19571/93

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

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Naidoo Savathri,** Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 14 Oktober 1993 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Eenheid 1 soos getoon en vollediger beskryf op Deelplan SS123/81 in die Skema bekend as Sante Fè ten opsigte van die grond en gebou of geboue geleë te Berea-dorpsgebied, Plaaslike Owerheid, Johannesburg, waarvan die vloeroppervlakte 131 vierkante meter groot is (ook bekend as Woonstel 101, Sante Fè, Lillystraat, Berea, Johannesburg).

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

Datum: 7 September 1993.

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

Saak 17127/93

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

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Jurius Henry Leonard,** Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 14 Oktober 1993 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg op voorwaardes wat by sy kantoor ingesien kan word:

Erf 322, Ormonde-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 881 vierkante meter (ook bekend as Cornusstraat 3, Ormonde-uitbreiding 3).

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

Woonhuis met sitkamer, eetkamer, TV-kamer, twee slaapkamers, badkamer/toilet, kombuis, buite toilet, motorafdak en swembad.

Datum: 7 September 1993.

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

Saak 19998/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Tshabalala Veronica Nomusa,** Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 14 Oktober 1993 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg op voorwaardes wat by sy kantoor ingesien kan word:

Erf 1907, Protea Glen-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 472 vierkante meter (ook bekend as Erf 1907, Protea Glen-uitbreiding 1, Soweto).

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

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

Datum: 7 September 1993.

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

Saak 3098/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Glazer Michael Sidney,** Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 13 Oktober 1993 om 10:00, verkoop word deur die Balju te Metrosentrum, 13de Verdieping, Hendrik Verwoerdrylaan 163, Ferndale, Randburg op voorwaardes wat by sy kantoor ingesien kan word:

Deel 7 soos getoon en volledliger beskryf op Deelplan SS339/85 in die gebou of geboue bekend as Palatine Mews, geleë te Strathaven-uitbreiding 29-dorpsgebied, Plaaslike Owerheid, Sandton, waarvan die vloeroppervlakte, volgens genoemde Deelplan 284 vierkante meter groot is (ook bekend as Woonstel 4, Palatine Mews, hoek van Graystonlaan en Helenweg, Strathaven-uitbreiding 29, Sandton).

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

Woonstel met sitkamer, eetkamer, TV-kamer, studeerkamer, vier slaapkamers, twee badkamers, stort, toilet, kombuis en dubbel motorhuis.

Datum: 7 September 1993.

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

Case 9910/91

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 **Nhlanhla Hamilton Mbonane,** First Defendant, and **Mantshongane Maureen Mbonane,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 10 February 1992, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 22 October 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 16773, Vosloorus Extension 26, Registration Division IR, Transvaal, situated on 16773 Vosloorus Extension 26, in the Township of Vosloorus Extension 26, district of Boksburg, measuring 614 (six hundred and fourteen) square metres.

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

Building built of concrete bricks, tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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 7th day of September 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. N7290P/Mrs Pierce.)

Case 2907/92

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 **Johannes Mathafona Phala,** First Defendant, and **Segametsi Merriam Phala,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 12 November 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 all the right, title and interest of leasehold in respect of Erf 1481, Etwatwa Extension 2 Township, Registration Division IR, Transvaal, situated on 1481 Etwatwa Extension 2, in the Township of Etwatwa Extension 2, District of Benoni, measuring 260 (two hundred and sixty) 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 w.c. 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 8th day of September 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. N7380P/Mrs Pierce.)

Case 7718/93

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. 87/021384/06), Plaintiff, and **Mngelekedla Venihem Hlope,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 12 August 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 22 October 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the Leasehold in respect of Erf 51, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, situated on 51 Mailola Street, Vosloorus Extension 2, in the Township of Vosloorus Extension 2, District of Boksburg, measuring 450 (four 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, two bedrooms, bathroom w.c. kitchen and fenced boundry.

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 7th day of September 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7627/Mrs Pierce.)

Case 1484/91

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 **Martin John van Heerden** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 18 March 1991, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 22 October 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Portion 35 of Erf 235, Witfield Township, Registration Division IR, Transvaal, situated on 40 Calla Avenue, Lilianton, in the Township of Lilianton, district of Boksburg, measuring 1 388 (one thousand three hundred and eighty-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, dining-room, kitchen, three bedrooms, two bathrooms, three w.c.'s, shower, entrance-hall, scullery, garage, carport, servants' quarter and w.c.

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. N7123/Mrs Pierce.)

Case 6412/90

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

In the matter between **NBS Bank Ltd,** formerly known as Natal Building Society Ltd (Reg. No. 87/01384/06), Plaintiff, and **Anna-Marie Christine Pavkovich,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 1 October 1990, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 22 October 1993 at 11:15, in front of the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 776, Dawn Park Extension 2, situated on 47 Tsesebe Road, in the Township of Dawn Park Extension 2, District of Boksburg, measuring 802 (eight hundred and two) square metres.

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

Building built of brick, paint and plaster, tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, one and a half bathroom, two w.c.'s, garage and w.c.

The conditions of sale:

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

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

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

Hammond Pole & Dixon, Attorneys for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. Mrs Pierce/FN7197.)

Saak 12531/93

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

In die saak tussen **NBS Bank Beperk,** voorheen bekend as Natal Bouvereniging Beperk (Reg. No. 87/01384/06), Eiser, en **Peter Cornelius Brown,** Eerste Verweerder, en **Marié Antoinetté Brown,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 12 Augustus 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 14 Oktober 1993 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Gedeelte 1 van Erf 1834, Van Riebeeck Park-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik van Kempton Park, groot 992 (negehonderd twee-en-negentig) vierkante meter.

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

Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, twee toilette, familie- en TV-kamer, twee badkamers, drie slaapkamers, kombuis, spens, eetkamer en studeerkamer.

Buitegeboue bestaan uit twee motorhuise.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 7de dag van September 1993.

N. J. Nel, vir Nel & Oosthuizen, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. mev. Cloete/M197/MIB622.)

Case 7159/93

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

In the matter between **NBS Bank Ltd,** formerly known as Natal Building Society Ltd (Reg. No. 87/01384/06), Plaintiff, and **Velaphi Otto Mbatha,** First Defendant, and **Bushman Elizabeth Mbatha,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 6 July 1993, 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 470, Spruitview Extension 1 Township, Registration Division IR, Transvaal, situated on 470 Spruitview Extension 1, in the Township of Spruitview Extension 1, district of Katlehong, Alberton, measuring 432 (four hundred and thirty-two) square metres.

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

Building built of brick, paint and plaster, concrete tiled roof, comprising lounge, dining-room, three bedrooms, two bathrooms, two w.c.'s, kitchen, porch and fenced boundry.

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, Katlehong, Alberton.

Dated at Germiston on this the 8th day of September 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7602/Mrs Pierce.)

Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview.

Case 5171/93

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

In the matter between **NBS Bank Ltd,** formerly known as Natal Building Society Ltd (Reg. No. 87/01384/06), Plaintiff, and **Duncan Kuanda,** First Defendant, and **Sindiswa Sylvia Kaunda,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 6 July 1993, 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 all the right, title and interest in the leasehold in respect of Erf 210, Siluma View Township, Registration Division IR, Transvaal, situated on 210 Siluma View, Katlehong, in the Township of Katlehong, District of Alberton, measuring 325 (three hundred and twenty-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, kitchen, one bathroom, three bedrooms 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, Alberton.

Dated at Germiston on this the 8th day of September 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7593/Mrs Pierce.)

Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview.

Case 13824/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Fischbach, Gregory Andrew,** Defendant

In execution of a judgment of the above Honourable Court, a sale without reserve will be held at the Midrand Sheriff's Office at Unit 2, Northview, 45 Richards Drive, Midrand, on 13 October 1993 at 14:30, of the undermentioned property on the conditions which will lie for inspection at the offices of the said Sheriff, prior to the sale:

Remaining Extent of Holding 55, Glen Austin Agricultural Holdings, Registration Division JR, Transvaal, in extent 8 566 square metres held by virtue of Deed of Transfer T106001/92 also known as 55 Pitzer Street, Glen Austin Agricultural Holdings.

The following particulars are furnished *re* the improvements, none of which is guaranteed: A single storey house with tiled roof, three bedrooms, bathroom, kitchen, lounge and dining-room.

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

Dated at Johannesburg on this the 7th day of September 1993.

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

Case 23694/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Morokwe Bernard Sekgoka,** First Defendant, and **Babakile Georgina Sekgoka,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Court, Lebowakgoma, District of Thabamoopo, on Wednesday, 27 October 1993 at 14:00, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Pietersburg, at 68 Hans van Rensburg Street, Pietersburg:

Ownership Unit 396, situated in the Township of Lebowakgoma A, in the District of Thabamoopo, held by virtue of Deed of Grant 515/76, known as 396 Unit A Lebowakgomo.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling-house with zinc roof, consisting of lounge, kitchen, three bedrooms, bathroom/toilet, garage, outbuilding with three rooms.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or 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 7th day of September 1993.

H. Abro, for Hack, Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria; P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] [Ref. H. Abro/JD/HA2065 (B).]

Saak 26758/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **L. van der Merwe,** 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 12 Oktober 1993 om 10:00, te die kantoor van die Balju, Pretoria-Sentraal, NG Sinodale Sentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 13 van Erf 1975, geleë in die dorpsgebied Villieria, Registrasieafdeling JR, Transvaal, bekend as 34ste Laan 781, Villieria.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, TV-kamer, toilet, badkamer, drie slaapkamers, twee motorhuise, bediendekamer en toilet.

Verbandhouer: ABSA Bank, Unitedgebou, Pretoriusstraat 243, Pretoria.

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

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

Gedateer te Pretoria op hede die 30ste dag van Augustus 1993.

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

Saak 21906/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **P. A. L. Els,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 13 Julie 1993 sal die onderstaande eiendom op 14 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 bieër, naamlik:

Die eiendom wat verkoop word bestaande uit restant van Erf 360, geleë in die dorpsgebied Daspoort Registrasieafdeling JR, Transvaal, bekend as Napierstraat 825, Daspoort.

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

Verbandhouer: Boland Bank, Paul Krugerstraat, 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 30ste dag van Augustus 1993.

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

Case 29204/92
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 **Erasmus, Catherina Wilhelmina,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Krugersdorp on 13 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, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain Section 43 as shown and more fully described on sectional plan SS97/1982 in the building or buildings known as Andrietta situated in the Township of 407 Mindelore, being 35 Exchange Road, 43 Andrietta Court, Mindalore, Krugersdorp.

An undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 80 (eighty) square metres.

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

A simplex flat with iron roof, comprising kitchen, lounge/dining-room, entrance-hall, two bedrooms, bathroom with outbuildings with similar construction comprising of parking-bay. The common property comprising of two servants' toilets, six store-rooms, two garages, 46 parking-bays and laundry.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 31st day of August 1993.

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

Case 27467/91
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Luis Diamantino Ribeiro,** 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 14 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 112 situated in the Township of Rewlatch, Registration Division IQ, Transvaal, being 8 Ansell Road, Rewlatch, Johannesburg, measuring 570 (five hundred and seventy) square metres.

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

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

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

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

Dated at Johannesburg this 31st day of August 1993.

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

Case 18665/93
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 **Stander Gabriel Michael,** Execution Debtor, and **Stander Madelaine,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park on 14 October 1993 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices off the Sheriif, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 894, situated in the Township of Birch Acres Extension 3, Registration Division IR, Transvaal, being 1 Krombek Street, Birch Acres Extension 3, Kempton Park, measuring 893 (eight hundred and ninety-three) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge-/dining-room, bedroom, bathroom with outbuildings with similar construction comprising of two garages, store-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, 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 maximim fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 31st day of August 1993.

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

Case 18331/93
PH 135

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Auto Workers' Pension Fund,** Plaintiff, and **Joubert, Kobus,** 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 8 Park Street, Kempton Park, on 14 October 1993 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, 8 Park Street, Kempton Park, prior to the sale, of the undermentioned property situated at:

44 Ceylon Road, Glen Marais, Kempton Park being Erf 525 Glenmarais Township, Registration Division IR, Transvaal, measuring 1817 (one thousand eight hundred and seventeen) square metres, held by Deed of Transfer T85113/1991, which is zoned as residential and consists of (not guaranteed):

A brick and plaster Spanish style home with rounded windows and tiled roof consists of an entrance-hall fitted with a bar counter, a moderate sized lounge, a dining-room, a large fairly modern kitchen with a scullery, four bedrooms with built in cupboards, (the main bedroom has a dressing-room and is en suite), two fully equipped bathrooms with a subdivisional shower cubicle. The finishes are standard throughout and of fair quality. The outbuildings consist of a double garage and an outside toilet. The property is fully walled, the driveway and back yard is paved and swimming-pool.

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

2.2.2 minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 3rd day of September 1993.

A. Lamprecht, for Hofmeyr van der Merwe Inc., Attorneys for Plaintiff, 26th Floor, Sanlamsentrum, Jeppe Street, P.O. Box 9700, Johannesburg. (Tel. 332-0078.) (Ref. Mr Lamprecht.)

Saak 5415/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Beperk** (86/04794/06), Allied Bank Divisie, Eiser, en **S. M. Heigan,** Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantore van die Balju, Landdroshof, Beaconsfieldlaan 41A, Vereeniging, op 8 Oktober 1993 om 10:00:

Sekere resterende gedeelte van Hoewe 217, Homestead Apple Orchards Small Holdings, Registrasieafdeling IQ, Transvaal, hoek van Derde- en Sewende Straat, groot 3,7393 hektaar.

Verbeterings: Onverbeter.

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

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

Gedateer te Vereeniging hierdie 6de dag van September 1993.

D. C. J. Hoffman, vir D. J. Malan & Hoffman, Cicerogebou, Lesliestraat 14, Posbus 415, Vereeniging.

Case 8252/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Jacob Phillip Msibi,** First Defendant, and **Elizabeth Maggie Msibi,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution, issued on 5 August 1993, the property listed hereunder will be sold in execution on Friday, 15 October 1993 at 15:00, at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

All right, title and interest in the leasehold in respect of Stand 1461, kwaThema Extension 1 Township, Registration Division IR, Transvaal, measuring 299 (two hundred and ninety-nine) square metres, known as Stand 1461, kwaThema Extension 1, Springs.

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

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building:* Bricks under asbestos residence comprising two bedrooms, kitchen, bathroom and lounge.

The material conditions of sale are:

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

(b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Court's Office, 66 Fourth Street, Springs.

(c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value Added Tax (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 Rules of Court from the date of the sale to the date of payment to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.

(e) In the event of the highest bidder 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 2nd day of September 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.)

Case 10966/92

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 **Mafa Lucas Zinja,** First Defendant, and **Nomzekelo Violet Zinja,** Second Defendant, and **Nonkumbule Zinja,** Third Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution, dated 26 October 1992, the property listed hereunder will be sold in execution on Friday, 15 October 1993 at 11:15, in front of the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 6698, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, measuring 462 (four hundred and sixty-two) square metres, known as 6698 Semoli Street, Vosloorus Extension 9, Boksburg.

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 and toilet.

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, 182 Leeuwpoort Street, Boksburg.

(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 then R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price, and Value Added Tax, both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 19,25% (nineteen comma two five per centum) per annum on the preferent creditor's 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) Falling 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 7th day of September 1993.

Neil Stuart Jury, Ground Floor, Mutual and Federal Centre, 87 Elston Avenue, Benoni. (Tel. 422-1963/4/5.) (Ref. N. S. Jury/N118.)

Saak 3880/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **M. E. Sotetsi,** en **D. H. Sotetsi,** Eksekusieskuldenaars

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 5 Augustus 1993 toegestaan is, op 8 Oktober 1993 om 10:00, te die Landdroskantoor, Witbank, in eksekusie verkoop sal word ooreenkoms 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 1660, kwaGuqa-uitbreiding 4, Witbank, Registrasieafdeling JS, Transvaal, groot 200 vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport TE78267/91.

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 òf die kontantgeld betaal, òf 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 3de dag van September 1993.

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

Saak 5148/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk** (Reg. No. 05/01225/06), Eiser, en **Charles Rhodes Barrett,** Eerste Verweerder, en **Johanna Magdalena Barrett,** Tweede Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof, en 'n lasbrief tot eksekusie, gedateer 8 Julie 1993 sal hierdie ondervermelde eiendom geregtelik verkoop word op 1 Oktober 1993 om 10:00, te die verkooplokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, aan die persoon wat die hoogste aanbod maak, naamlik:

Erf 257, Kloofendal-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 752 (eenduisend sewehonderd twee-en-vyftig) vierkante meter, gehou kragtens T26199/1991, bekend as Galena Laan 97, Kloofendal, Roodepoort. Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Woonhuis onder teël bestaande uit sitkamer, eetkamer, studeerkamer, twee badkamers, vier slaapkamers, gang, kombuis, bediendekamer, dubbel motorhuis en swembad.

Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word en moet die koper 'n deposito van 10% (tien persent) op die dag van verkoping betaal en waarborge vir die balans binne 30 dae lewer, betaalbaar teen datum van oordrag. Die volledige verkoopvoorwaardes lê ter insae by die kantore van die Balju.

Geteken te Roodepoort op die 25ste dag van September 1993.

Herman Van der Merwe & Dunbar, Dieperinkstraat 11, Roodepoort. (Verw. mev. Pelser/50139.)

Case 18943/93
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 **Watson, Barend Petrus,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Krugersdorp, on 13 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, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain Erf 115, situated in the Township of Lewisham, Registration Division IQ, Transvaal, being 65 Harvey Street, Lewisham, Krugersdorp, measuring 495 (four hundred and ninety-five) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of garage, 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 6th day of September 1993.

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

Case 7311/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Sam Banele Shabangu,** Defendant, and **Grace Thembi Shabangu,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 28 July 1993, the property listed hereunder will be sold in execution on Friday, 15 October 1993 at 15:00, at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 13302, kwaThema Extension 2 Township, Registration Division IR, Transvaal, measuring 358 (three hundred and fifty-eight) square metres, known as Erf 13302, kwaThema Extension 2, Springs.

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 two bedrooms, lounge, kitchen and bathroom.

The material conditions of sale are:

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

(b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Court's Office, 66 Fourth Street, Springs.

(c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (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 the 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 the sale to the date of payment to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.

(e) 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.

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.)

Case 20271/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Potgieter, Louis Andre,** 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, 14 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 182, Bassonia Township, Registration Division IR, Transvaal.

Area: 1 052 (one thousand and fifty-two) square metres.

Situation: 11 Paul Newham Avenue, Bassonia.

Improvements (not guaranteed): A double storey house under tiled roof consisting of four bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, double garage, jacuzzi, servants' quarters with brick walls around property.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of 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 the 2nd day of September 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535) (Ref. Foreclosures N5:NT292.)

Case 14164/92

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

In the matter between **Germiston City Council,** Plaintiff, and **A. Amoddio,** Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston and writ of execution dated 8 June 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:

Erf 573, Delville Township, Registration Division IR, Transvaal, situated at 48 Elsburg Road, Delville, Germiston, measuring 1 587 square metres.

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

Improvements: Dining-room, lounge, three bedrooms, study room, two bathrooms, two toilets, garage, sink roof and fence.

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

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

Wright, Rose-Innes, Plaintiff's Attorneys, Allied Building, 170 Meyer Street, Germiston.

Case 1484/93

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

In the matter between **Germiston City Council,** Plaintiff, and **Soundprops 2421 Inv. CC,** Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston and writ of execution dated 30 June 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:

Erf 421, Georgetown Township, Registration Division IR, Transvaal, situated at 55 High Street, Germiston, measuring 495 square metres.

The Judgment Creditor described the improvements on the property as set out hereunder but not warranties are given in respect thereof:

Improvements: Vacant stand.

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. Coll/WM 18/8/93.)

Case 8444/93
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 **Killian, Jan George,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Brakpan, on 15 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 344, situated in the Township of Brenthurst, Registration Division IR, Transvaal, being 730 Prince George Avenue, Brenthurst, Brakpan.

Measuring: 833 (eight 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 iron roof, comprising kitchen, lounge/dining-room, family room, separate toilet, three bedrooms, bathroom with outbuildings with similar construction comprising of 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 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 this 18th 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.)

Case 15750/93
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 **Bauer, Andries Johannes Jacobus,** 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 15 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 1059, situated in the Township of Brakpan-Noord Extension 3, Registration Division IR, Transvaal, being 13 Henderson Street, Brakpan-Noord Extension 3.

Measuring: 831 (eight hundred and thirty-one) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, study, two bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, toilet, shower and swimming-pool.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 this 18th 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.)

Case 07360/92
PH 135

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Goosen, Helena Catharina,** 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 131 Marshall Street, Johannesburg, on 14 October 1993 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale, of the undermentioned property situated at:

Flat 105, Sunnyridge, 3 Yetta Street, Berea, Johannesburg, being section 77, as shown and more fully described on Sectional Title Plan SS 54/1983 in the building or buildings known as Sunnyridge and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan, apportioned to the said section in accordance with the participation quota of the said section measuring 21 (twenty-one) square metres, held by Certificate of Registered Sectional Title ST 54/1983 (77) (Unit), which is zoned as residential and consists of (not guaranteed):

A dwelling, a flat, with a lounge and bathroom and kitchen with built-in-cupboards.

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 23 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 5919/93
PH 54

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Hugh Diskin,** Plaintiff/Execution Creditor, and **Winnie Thomo,** Defendant/Execution Debtor

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, at Johannesburg, at First Floor, 131 Marshall Street, Johannesburg, on Wednesday, 14 October 1993 at 10:00, of the undermentioned property of the First Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Lot 5781, Pimville Zone 5 Township, Registration IQ, Transvaal, measuring 360 (three hundred and sixty) square metres, held by Certificate of Right of Leasehold T10274/92.

Improvements: Brick house with three bedrooms, lounge , dining-room, kitchen and bathroom.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per centum) of the purchase price in cash at the fall of the auctioneer's hammer, the balance to be secured by bank guarantee or other similar acceptable guarantee within 30 (thirty) days of 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 fee of R100, at the time of acceptance of the bid by the auctioneer.

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

Hugh Diskin, Plaintiff's Attorneys, 126 Tyrone Avenue, Parkview, 2122. (Tel. 646-1376) (Telefax. 646-3342) (Ref. Mr H. Diskin.)

Case 13519/93
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 Doorene Lorna Estelle,** 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 15 October 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain: Portion 1 of the Farm Ruimsig 265, Registration Division IQ, Transvaal, being 19 Paddock Avenue, of the Farm Ruimsig 265, Roodepoort.

Measuring: 1,0393 (one comma zero three nine three) hectares.

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

A detached single storey brick built residence with 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 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 this 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 17829/93
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 **Zwane Mosomi Richard,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 14 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Site 264, situated in the Township of Teanong, Registration Division IR, Transvaal, being 264 Teanong Section, Section Tembisa, Kempton Park.

Measuring: 254 (two hundred and fifty-four) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, 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 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 this 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 11057/93
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 **Abro, Sharon Miriam,** 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 163 Hendrik Verwoerd Drive, Metro Centre, 13th Floor, Randburg, on 13 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, Sandton, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, prior to the sale:

Certain: Portion 1 of Erf 13, situated in the Township of Morningside Manor, Registration Division IR, Transvaal, being 42A East Road, Morningside Manor, Sandton.

Measuring: 1 982 (one thousand nine hundred and eighty-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, entrance-hall, family room, study, laundry/scullery, pantry, separate toilet, four bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, two servants' rooms, toilet, 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 this 24th day of August 1993.

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

Case 18103/93
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 **Jacobs, Philippus Louis Stephanus,** First Execution Debtor, and **Jacobs, Elizabeht Wilhelmina,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 15 October 1993 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56 12th Street, Springs, prior to the sale:

Certain: Erf 132, situated in the Township of Dal Fouche, Registration Division IR, Transvaal, being 15 Maroela Street, Dal Fouche, Springs.

Measuring: 954 (nine hundred and fifty-four) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of two garages, 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 this 24th day of August 1993.

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

Case 06151/92
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 **Van Dyk Johanna Wilhelmina,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 15 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, Springs, 56 12th Street, Springs, prior to the sale:

Certain: Erf 1137, situated in the Township of Selection Park, Registration Division IR, Transvaal, being 28 Forrester Street, Selection Park, Springs.

Measuring: 1 115 (one thousand one hundred and fifteen) square metres.

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

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

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

Saak 14003/89

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **O.T.K. (Kooperatief) Beperk,** Eiser, en **Johann Wilhelm Gey van Pittius,** Eerste Verweerder, en **Gertbrecht Susanna Jacoba Gey van Pittius,** Tweede Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief tot eksekusie gedateer 19 April 1993, sal die hieronder vermelde eiendom geregtelik verkoop word op Vrydag, 8 Oktober 1993 om 10:00, te die hoofingang van die Landdroskantoor, Fochville, aan die persoon wat die hoogste aanbod maak:

Erf 638, Fochville, Registrasieafdeling IQ, Transvaal, groot 911 vierkante meter, gehou deur die Verweerder kragtens Akte van Transport T2047/57.

Die volgende inligting word verstrek maar nie gewaarborg nie.

Die eiendom is onverbeterd.

Voorwaardes: Die volledige voorwaardes van hierdie verkoping lê ter insae by die Balju vir die Hooggeregshof, Potchefstroom, Kerkstraat 195, Potchefstroom.

Geteken te Pretoria hierdie 2de dag van September 1993.

E. J. V. Penzhorn, vir MacRobert De Villiers Lunnon & Tindall Ingelyf, Prokureur vir Eiser, Unitedgebou 501, Andriesstraat 263, Pretoria. (Tel. 28-6770) (Verw. H296538/LC.)

Case 17984/93
PH 135

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Eskom Finance Company (Proprietary) Limited,** Plaintiff, and **Habele, Matheane Lucas,** Defendant

1. In execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve price will be held at the Sheriff's Office, 49 Kempston Avenue, on 21 October 1993 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, the Sheriff's Office, 49 Kempston Avenue, Benoni, prior to the sale, of the undermentioned property situated at:

Erf 6257, Etwatwa Extension 3 Township, Registration Division IR, Transvaal, measuring 360 (three hundred and sixty) square metres, held by Deed of Transfer TL24772/1991, which is zoned as residential and consisting of (not guaranteed):

A dwelling, lounge, kitchen, two bedrooms, 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 26 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.)

SALES IN EXECUTION

All the sales in execution are to be held at the offices of Sheriff, Beaconsfield Avenue, Vereeniging, 1939, on Friday, 22 October 1993 at 10:00.

Execution Creditor: **Nedcor Bank Limited.**

The hereinafter mentioned properties will be put up for sale, the conditions of sale being:

No warranty or undertaking is given in respect to the nature of the improvements.

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

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

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

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

(e) The purchase price shall be paid as 10% (ten per 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, 'n cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

Case 9745/91.

Judgment Debtor: **C. R. Ingham** and **L. J. Ingham.**

Property: Holding 127, Golfview Agricultural Holdings, Registration Division IQ, Transvaal.

Measuring of property: 1,9194 hectares.

Description of property: Three bedrooms dwelling with no garage.

Street address of property: Holding 127 Golfview A/h, district of Vereeniging.

Interest: 21,75%.

L. M. Barnard, for Snijman & Smullen, Plaintiff's Attorneys, Barclays Centre, 29 Leslie Street, P.O. Box 38, Vereeniging, 1930. (Ref. Mrs Davel/6/328.)

Saak 304/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELFAST GEHOU TE BELFAST

In die saak tussen **NBS Bank Beperk,** Eiser, en **P. J. Simelane,** Verweerder

Ingevolge die uitspraak van die Landdros van Belfast, Transvaal, en lasbrief tot geregtelike verkoping gedateer 10 Augustus 1993, sal die ondervermelde eiendom op 22 Oktober 1993 om 10:00, te die Landdroskantoor, Belfast:

Erf 352, geleë in die dorpsgebied Siyathuthuka, Belfast, groot 285 vierkante meter, gehou kragtens Sertifikaat van Huurpag TL27586/89.

Die eiendom bestaan uit 'n drieslaapkamerwoonhuis, sitkamer, eetkamer, kombuis, badkamer en motorhuis.

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

Datum: 27 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 18946/93
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 **Delsorte, Michael Phillip,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 15 October 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erf 113, situated in the Township of Strubensvallei, Registration Division IQ, Transvaal, being 921 Zuka Avenue, Strubensvallei, Roodepoort, measuring 1 022 (one thousand and twenty-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, entrance-hall, three bedrooms, two bathrooms with outbuildings with similar construction comprising of garage, servant's room and toilet.

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

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

Dated at Johannesburg this 27th 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 19134/93
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 **Kilmister Margaret Winsome,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 14 October 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 12, situated in the Township of Noldick, Registration Division IR, Transvaal, being 10 Elm Street, Noldick, Vereeniging, measuring 994 (nine 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, bedroom and bathroom, with outbuildings with similar construction comprising of carport.

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.

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.)

Saak 3242/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Sebata Alfred Matsoso,** en **Tseliso Ethel Matsoso,** Verweerders

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof, se kantore in eksekusie verkoop op 8 Oktober 1993 om 09:00, te Campionweg 25, Orkney, 2620:

Erf 4297, Kanana-uitbreiding 3, Registrasieafdeling IP, Transvaal, groot 300 (driehonderd) vierkante meter, gehou kragtens Akte van Transport TL21380/90, bestaande uit sitkamer, drie slaapkamers, eetkamer, badkamer met toilet, aparte toilet, kombuis met opwas en motorhuis.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju, te Campionweg 25, Orkney, en van die vernaamste voorwaardes van verkoping is:

1. Dat 'n deposito van 10% (tien persent) van die koopprys is onmiddellik in kontant betaalbaar.

2. Die balans koopprys met rente daarop teen 17% (sewentien persent) per jaar, moet gewaarborg word binne 14 dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die Balju se kommissie on onmiddellik betaalbaar.

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

Case 8691/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Adriaan Marthinus Botha,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort, and writ of execution dated 16 August 1993 the following property will be sold in execution on Friday, 15 October 1993 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 854, Discovery Extension 2 Township, Registration Division IQ, Transvaal, in extent 991 (nine hundred and ninety-one) square metres, held by Deed of Transfer T11685/1990, known as 12 Lucas Lane, Discovery Extension 2, District of Roodepoort, upon which is erected a detached dwelling of plastered walls under a tiled roof, said to contain a lounge, family room, dining-room, three bedrooms, kitchen, two bathroom/s, outside room, carport, in regard to which, however, nothing is guaranteed.

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

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

Date: 3 August 1993.

Louw & Heyl - Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort. (Ref. Mr Vlok/CV/930670/15006.)

Case 8485/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Cornelia Catharina Adriana Miller,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort, and writ of execution dated 12 August 1993, the following property will be sold in execution on Friday, 15 October 1993 at 10:00 at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 226, Lindhaven Township, Registration Division IQ, Transvaal, in extent 986 (nine hundred and eight-six) square metres, held by Deed of Transfer T19079/1993, known as 14 Cedar Street, Lindhaven, District of Roodepoort, upon which is erected a detached dwelling of plastered walls under a tiled roof, said to contain a lounge, family room, four bedrooms, kitchen, two bathroom/s, outside room, outside store-room, garage, in regard to which, however, nothing is guaranteed.

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

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

Date: 9 September 1993.

Louw & Heyl-Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort. (Ref. Mr Vlok/CV/930638/14941.)

Case 8680/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Aziz Ameen Khan;** and **Shinaaz Hendricks,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort, and writ of execution dated 16 August 1993, the following property will be sold in execution on Friday, 15 October 1993 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bider, viz:

Erf 785, Florida Township, Registration Division IQ, Transvaal, in extent 555 (five hundred and fifty-five) square metres, held by Deed of Transfer T53360/1992, known as 56 Ruth Street, Florida, District of Roodepoort, upon which is erected a detached dwelling of brick walls under an iron roof, said to contain a lounge, two bedrooms, kitchen, bathroom/s, outside room, garage, in regard to which, however, nothing is guaranteed.

Terms: R5 000,00 or 10% (ten per centum) of the purchase price, whichever is the highest, in cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 30 (thirty) days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

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

Date: 31 August 1993.

Louw & Heyl-Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort. (Ref. Mr Vlok/CV/930669/15007.)

Case 11479/91

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 **Johanna Glodina Bouillon,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 18 June 1993, the property listed hereunder will be sold in execution on Friday, 15 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 2043, Brakpan Township, Registration Division IR, Transvaal, measuring 991 (nine hundred ninety-one) square metres, known as 66 Derby Avenue, 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: Plastered/bricks under tiles residence comprising lounge, living-room, dining-room, four bedrooms, two bathrooms and kitchen. Carport.

Outbuildings: Tripple garages and two housekeepers rooms.

Fencing: Pre-cast.

The material conditions of sale are:

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per 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 22% (twenty-two 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 8th day of September 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.)

Case 7770/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Elise Georgina Cecilia McRae,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 29 December 1992, the property listed hereunder will be sold in execution on Wednesday, 20 October 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 6077, Benoni Extension 20 Township, Registration Division IR, Transvaal, measuring 1 1995 (one thousand one hundred and ninety-five) square metres, known as 115 Cambridge Street, Farrarmere, Benoni.

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

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building:* Bricks under tiles detached single storey residence comprising of four bedrooms, two bathrooms, kitchen, lounge, dining-room and family room. *Outbuildings:* Two garages plus w.c. and swimming-pool. *Driveway:* Concrete. *Fencing:* Pre-cast. Plastered house with pitched tiled roof with 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 Magistrate's Court's Office, 215 Arcadia, 84 Princes Avenue, Benoni.

(c) The purchaser shall pay all amounts necessary to obtain 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 21% (twenty-one per centum) per annum on the preferent creditor's claims as contemplated in Rule 43 (7) (a) of the Rule of Court from the date of sale to date of payment to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.

(e) 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. If the Execution Creditor is the purchaser the property will be sold free of any 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 9th day of September 1993.

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

Case 19378/93
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 **Maboea, Desiree Judith Ntebaleng,** 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 15 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 Leeuwpoort Street, Boksburg, prior to the sale:

Certain Erf 2146, situated in the Township of Dawn Park Extension 8, Registration Division IR, Transvaal, being 20 Cossins Street, Dawn Park Extension 8, Boksburg, measuring 831 (eight hundred and thirty-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, loung/dining-room, three bedrooms and bathroom.

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

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

Dated at Johannesburg this 9th day of 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. Foreclosures/amvb.)

Case 19712/93
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 **Durao, Alfred Clark,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division),in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 15 October 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Portion 7 of the farm Ruimsig 265, situated in the township of Roodepoort, Registration Division IQ, Transvaal, being 333 Equestrian Road, of the farm Ruimsig 265, Roodepoort, measuring 1,0704 (one comma zero seven zero four) hectares.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached double storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, family room, scullery, store-room, gymnasium, snooker room, steam bath, jacuzzi, sauna, bar, four bedrooms, three bathrooms, with outbuildings with similar construction comprising four garages, two servant's rooms, bathroom, laundry and living-room.

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

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

Dated at Johannesburg this 9th 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. Foreclosures/amvb.)

Saak 12269/92

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

In die saak tussen **Hucron Investments (Pty) Limited,** Eiser, en **Hendrik Jacobus Marthinus Jansen van Rensburg NO.,** Verweerder

Ter uitwinning van 'n vonnis in die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die verkoopslokaal van die Balju, Progressweg 182, Technikon, Roodepoort, op Vrydag, 15 Oktober 1993 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Progressweg 182, Roodepoort, voor die verkoping ter insae sal lê, synde:

Gedeelte 40 ('n gedeelte van Gedeelte 11) van die plaas Vlakfontein 238, Registrasieafdeling IQ, Transvaal, groot 12,7272 (een twee komma sewe twee sewe twee) hektaar, gehou kragtens Akte van Transport T19682/1979.

Die volgende verbeterings word gemeld alhoewel geen waarborg in verband daarmee gegee kan word nie: Twee slaapkamers, badkamer, sit- en eetkamer, kombuis, gang, buitegebou, drie bediendekamers, stoorkamer, en dubbelmotorhuis onder een dak, vier kuilvoergate, sementdam en omhein met draad.Verbeterings is uiters verwaarloos, slegs mure staan nog.

Verkoopvoorwaardes:

1. 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 bine 14 (veertien) dae vanaf datum van verkoping verskaf word.

2. Afslaersgelde betaalbaar op die dag van die verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand) met 'n minimum fooi van R100 (een honderd rand).

Geteken te Krugersdorp op hierdie 10de dag van September 1993.

J. B. Hugo & Cronje, Tweede Verdieping, Alliedhuis, hoek van Human- en Markstraat, Krugersdorp. [Tel. (011) 660-7361.] (Verw. mnr. Louw/bc 8286/51757.)

Saak 8970/92
PH 139

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

In die saak tussen **Eastern Province Building Society,** Eiser, en **Smit Joseph** (in sy optrerende hoedanigheid as Trustee for The Trustees for the time being of the Smit Family Trust en in sy persoonlike hoedanigheid), Verweerder

Ter uitwinning van 'n vonnis van hierdie Hof in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word ten kantore van die Balju, te Elna Randhofgebou, hoek van Blairgowrielaan en Selkirklaan, Randburg, op 5 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:

Eenheid 54 (bekend as 49), in die gebou bekend as Banbury Park, geleë in Northwold Extension 44 Township, tesame met 'n onverdeelde aandeel in die gemeenskaplike eiendom van die grond en geboue, en ekslusiewe areas omskryf as Tuin T54 en W54, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST107(1991)(54)(Unit).

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

Vendukoste betaalbaar op die dag van 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).

Schwellnus Spies Haasbroek Ing., Eiser se Prokureurs, Posbus 1115, Randburg, 2125. (Tel. 888-1800.) (Verw. mnr. Haasbroek E17.)

Case 28069/92
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 **McNeil, Frances Shelagh,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on 13 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, Sandton, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, prior to the sale:

Certain Erf 201, situated in the Township of Hurlingham, Registration Division IR, Transvaal, being 11 Gleneagles Road, Hurlingham, Sandton, measuring 4 077 (four thousand and seventy-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, family roof, four bedrooms, two bathrooms with outbuildings with similar construction comprising of double garage, two servant's rooms, toilet, bathroom, store-room and study, simming-pool and tennis court.

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 10th 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. Foreclosures/amvb.)

Case 15747/93
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 **Brits, Leonard,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa) (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Krugersdorp, on 13 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, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain Erf 1050, situate in the Township of Mindalore Extension 3, Registration Division IQ, Transvaal, being 34 Thorton Street, Mindalore Extension 3, Krugersdorp, measuring 1 161 (one thousand one hundred and sixty-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, family room, four bedrooms, two bathrooms with outbuildings with similar construction comprising of carport, 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 this 10th day of September 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/amvb.)

Saak 1053/93

IN DIE LANDDROSHOF VIR DIE DISTRIK STANDERTON GEHOU TE STANDERTON

In die saak tussen **Nedperm Bank Beperk,** Eiser, en **Pieter Glemens Bens Smit,** Eerste Verweerder, en **Maryna Smit,** Tweede Verweerder

Ingevolge uitspraak in die Hof van die Landdros te Standerton, en lasbrief vir eksekusie tot geregtelike verkoping gedateer 26 Mei 1993, sal die ondervermelde onroerende eiendom op 13 Oktober 1993 om 10:00, te die Balju se kantoor, Caledonstraat 17, Standerton, aan die hoogste bieder geregtelik verkoop word, naamlik:

Resterende gedeelte van Gedeelte 4 van Erf 441, Standerton, Registrasieafdeling IS, Transvaal.

Woonhuis met sinkdak, buitegeboue en omhein, drie slaapkamers, een en 'n half badkamers, toilet, kombuis, opwas, sit-/eetkamer, TV-kamer, twee motorhuise, buitetoilet, woonstel met drie vertrekke en volvloermatte in woonvertrekke.

Die verkoopvoorwaardes lê ter insae by die Balju/Geregsbode, te Caledonstraat 17, Standerton. Die basiese verkoopvoorwaardes is kortliks die volgende:

1. 10% (tien persent) van die koopprys in kontant op die dag van verkoping.

2. Die balans van die koopprys teen registrasie van transport en gewaarborg staan te word binne 60 (sestig) dae na datum van verkoping.

3. Besit en okkupasie sal aan die koper verleen word 30 (dertig) dae na betaling van die deposito of by betaling van die volle koopsom, welke gebeurtenis ookal eerste mag plaasvind.

Geteken te Standerton op hede die 9de dag van September 1993.

H. J. Langeveldt, vir Van den Berg, Nel & Langeveldt Ing., Samuel Seigel, Berlane Chambers, Posbus 73, Standerton, 2430. (Verw. HJL/cn/269.)

Case 7317/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Anglo American Corporation of South Africa Limited,** Plaintiff, and **Raphael Mabhena,** Defendant

Kindly take notice that by virtue of a writ of execution issued out of the above Honourable Court in the above matter, the Sheriff of Kempton Park, 8 Park Street, Kempton Park, will sell by public auction on Thursday, 7 October 1993 at 10:00, the following immovable property:

Certain Erf 532, Tlamatlama Township, Registration Division IQ, Transvaal, known as 532 Tlamatlama Township, Tembisa, measuring 300 (three hundred) square metres, held by Certificate of Registered Grant of Leasehold TK5391/1988.

The conditions of sale may be inspected at the office of the Sheriff at 8 Park Street, Kempton Park.

Dated at Pretoria this 21st day of July 1993.

Friedland Hart & Partners, Attorneys for Plaintiff, Van der Stel Building, Pretorius Street, Pretoria. (Ref. Mr Brauer/VC.)

Saak 128/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SWARTRUGGENS GEHOU TE SWARTRUGGENS

In die saak tussen **Borolelo Dorpskomitee,** Eiser, en **D. S. Mogapi,** Verweerder

Kragtens 'n vonnis van die Landdroshof Swartruggens, en 'n lasbrief vir eksekusie gedateer 13 Julie 1993, sal die volgende vaste eiendom in eksekusie verkoop word aan die hoogste bieër te die Landdroskantoor, Jan van Riebeeckstraat, Swartruggens, op 1 Oktober 1993 om 10:00, naamlik:

Erf 15, geleë in die Borolelo-dorpsgebied, Registrasieafdeling JP, Transvaal, groot 501 (vyf nul een) vierkante meter.

Voorwaardes: 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 bouvereniging- of ander aanneembare waarborg binne 30 (dertig) dae vanaf datum van verkoping verskaf word.

Die volledige voorwaardes van verkoping mag geïnspekteer word gedurende kantoorure te die kantore van die Balju, Sarel Cilliersstraat 202, Swartruggens.

Gedateer te Koster op hierdie 2de dag van Augustus 1993.

J. O. van Niekerk, Eiser se Prokureur, Jamesonweg 6, Posbus 51, Koster, 2825. [Tel. (0142) 43-2011/2.]

Saak 52/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SWARTRUGGENS GEHOU TE SWARTRUGGENS

In die saak tussen **Borolelo Dorpskomitee,** Eiser, en **N. Mpati,** Verweerder

Kragtens 'n vonnis van die Landdroshof, Swartruggens, en 'n lasbrief vir eksekusie gedateer 14 Junie 1993, sal die volgende vaste eiendomme in eksekusie verkoop word aan die hoogste bieër te die Landdroskantoor, Jan van Riebeeckstraat, Swartruggens, op 1 Oktober 1993 om 10:00, naamlik:

1. Erf 132, geleë in die Borolelo-dorpsgebied, Registrasieafdeling JP, Transvaal, groot 375 (drie sewe vyf) vierkante meter.

2. Erf 133, geleë in die Borolelo-dorpsgebied, Registrasieafdeling JP, Transvaal, groot 375 (drie sewe vyf) vierkante meter.

Voorwaardes: 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 bouvereniging- of ander aanneembare waarborg binne 30 (dertig) dae vanaf datum van verkoping verskaf word.

Die volledige voorwaardes van verkoping mag geïnspekteer word gedurende kantoorure te die kantore van die Balju, Sarel Cilliersstraat 202, Swartruggens.

Gedateer te Koster op hierdie 2de dag van Augustus 1993.

J. O. van Niekerk, Eiser se Prokureur, Jamesonweg 6, Posbus 51, Koster, 2825. [Tel. (0142) 43-2011/2.]

Saak 127/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SWARTRUGGENS GEHOU TE SWARTRUGGENS

In die saak tussen **Borolelo Dorpskomitee,** Eiser, en **B. Pitse,** Verweerder

Kragtens 'n vonnis van die Landdroshof, Swartruggens, en 'n lasbrief vir eksekusie gedateer 13 Julie 1993, sal die volgende vaste eiendomme in eksekusie verkoop word aan die hoogste bieër te die Landdroskantoor, Jan van Riebeeckstraat, Swartruggens, op 1 Oktober 1993 om 10:00, naamlik:

1. Erf 81, geleë in die Borolelo-dorpsgebied, Registrasieafdeling JP, Transvaal, groot 260 (twee ses nul) vierkante meter.

2. Erf 82, geleë in die Borolelo-dorpsgebied, Registrasieafdeling JP, Transvaal, groot 260 (twee ses nul) vierkante meter.

Voorwaardes: 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 bouvereniging- of ander aanneembare waarborg binne 30 (dertig) dae vanaf datum van verkoping verskaf word.

Die volledige voorwaardes van verkoping mag geïnspekteer word gedurende kantoorure te die kantore van die Balju, Sarel Cilliersstraat 202, Swartruggens.

Gedateer te Koster op hierdie 2de dag van Augustus 1993.

J. O. van Niekerk, Eiser se Prokureur, Jamesonweg 6, Posbus 51, Koster, 2825. [Tel. (0142) 43-2011/2.]

Saak 54/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SWARTRUGGENS GEHOU TE SWARTRUGGENS

In die saak tussen **Borolelo Dorpskomitee,** Eiser, en **A. Tsele,** Verweerder

Kragtens 'n vonnis van die Landdroshof, Swartruggens en 'n lasbrief vir eksekusie gedateer 14 Junie 1993 sal die volgende vaste eiendomme in eksekusie verkoop word aan die hoogste bieër te: Die Landdroskantoor, Jan van Riebeeckstraat, Swartruggens op 1 Oktober 1993 om 10:00 naamlik:

1. Erf 52, geleë in die dorpsgebied Borolelo, Registrasieafdeling JP, Transvaal, groot 260 (twee ses nul) vierkante meter.

2. Erf 53, geleë in die dorpsgebied Borolelo, Registrasieafdeling JP, Transvaal, groot 260 (twee se nul) vierkante meter.

Voorwaardes: 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 bouvereniging- of ander aanneembare waarborg binne 30 (dertig) dae vanaf datum van verkoping verskaf word.

Die volledige voorwaardes van verkoping mag geïnspekteer word gedurende kantoorure te die kantore van die Balju, Sarel Cilliersstraat 202, Swartruggens.

Gedateer te Koster op hierdie 2de dag van Augustus 1993.

J. O. van Niekerk, Eiser se Prokureur, Jamesonweg 6, Posbus 51, Koster, 2825. (Tel. (0142) 43-2011/2.)

Saak 53/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SWARTRUGGENS GEHOU TE SWARTRUGGENS

In die saak tussen **Borolelo Dorpskomitee,** Eiser, en **J. Lekabe,** Verweerder

Kragtens 'n vonnis van die Landdroshof, Swartruggens en 'n lasbrief vir eksekusie gedateer 14 Junie 1993, sal die volgende vaste eiendom in eksekusie verkoop word aan die hoogste bieër te: Die Landdroskantoor, Jan van Riebeeckstraat, Swartruggens op 1 Oktober 1993 om 10:00 naamlik:

Erf 85, geleë in die dorpsgebied Borolelo, Registrasieafdeling JP, Transvaal, groot 260 (twee ses nul) vierkante meter.

Voorwaardes: 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 bouvereniging- of ander aanneembare waarborg binne 30 (dertig) dae vanaf datum van verkoping verskaf word.

Die volledige voorwaardes van verkoping mag geïnspekteer word gedurende kantoorure te die kantore van die Balju, Sarel Cilliersstraat 202, Swartruggens.

Gedateer te Koster op hierdie 2de dag van Augustus 1993.

J. O. van Niekerk, Eiser se Prokureur, Jamesonweg 6, Posbus 51, Koster, 2825. [Tel. (0142) 43-2011/2.]

Saak 138/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SWARTRUGGENS GEHOU TE SWARTRUGGENS

In die saak tussen **Borolelo Dorpskomitee,** Eiser, en **D. Moitlobo,** Verweerder

Kragtens 'n vonnis van die Landdroshof, Swartruggens en 'n lasbrief vir eksekusie gedateer 5 Augustus 1993 sal die volgende vaste eiendomme in eksekusie verkoop word aan die hoogste bieër te: Die Landdroskantoor, Jan van Riebeeck-straat, Swartruggens op 1 Oktober 1993 om 10:00 naamlik:

1. Erf 134, geleë in die dorpsgebied Borolelo, Registrasieafdeling JP, Transvaal, groot 375 (drie sewe vyf) vierkante meter.

2. Erf 135, geleë in die dorpsgebied Borolelo, Registrasieafdeling JP, Transvaal, groot 375 (drie sewe vyf) vierkante meter.

Voorwaardes: 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 bouvereniging- of ander aanneembare waarborg binne 30 (dertig) dae vanaf datum van verkoping verskaf word.

Die volledige voorwaardes van verkoping mag geïnspekteer word gedruende kantoorure te die kantore van die Balju, Sarel Cilliersstraat 202, Swartruggens.

Gedateer te Koster op hierdie 2de dag van Augustus 1993.

J. O. van Niekerk, Eiser se Prokureur, Jamesonweg 6, Posbus 51, Koster, 2825. (Tel. (0142) 43-2011/2.)

Saak 126/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SWARTRUGGENS GEHOU TE SWARTRUGGENS

In die saak tussen **Borolelo Dorpskomitee,** Eiser, en **H. G. Gatshe,** Verweerder

Kragtens 'n vonnis van die Landdroshof, Swartruggens en 'n lasbrief vir eksekusie gedateer 13 Julie 1993 sal die volgende vaste eiendomme in eksekusie verkoop word aan die hoogste bieër te: Die Landdroskantoor, Jan van Riebeeck-straat, Swartruggens op 1 Oktober 1993 om 10:00 naamlik:

1. Erf 139, geleë in die dorpsgebied Borolelo, Registrasieafdeling JP, Transvaal, groot 504 (vyf nul vier) vierkante meter.

Voorwaardes: 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 bouvereniging- of ander aanneembare waarborg binne 30 (dertig) dae vanaf datum van verkoping verskaf word.

Die volledige voorwaardes van verkoping mag geïnspekteer word gedurende kantoorure te die kantore van die Balju, Sarel Cilliersstraat 202, Swartruggens.

Gedateer te Koster op hierdie 2de dag van Augustus 1993.

J. O. van Niekerk, Eiser se Prokureur, Jamesonweg 6, Posbus 51, Koster, 2825. [Tel. (0142) 43-2011/2.]

Saak 55/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SWARTRUGGENS GEHOU TE SWARTRUGGENS

In die saak tussen **Borolelo Dorpskomitee,** Eiser, en **G. Grootboom,** Verweerder

Kragtens 'n vonnis van die Landdroshof, Swartruggens, en 'n lasbrief vir Eksekusie gedateer 14 Junie 1993, sal die volgende vaste eiendom in eksekusie verkoop word aan die hoogste bieër te: Die Landdroskantoor, Jan van Riebeeckstraat, Swartruggens, op 1 Oktober 1993 om 10:00 naamlik:

Erf 14, geleë in die dorp Borolelo, Registrasieafdeling JP, Transvaal, groot 384 (drie agt vier) vierkante meter.

Voorwaardes: 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 bouvereniging of ander aanneembare waarborg binne 30 (dertig) dae vanaf datum van verkoping verskaf word.

Die volledige voorwaardes van verkoping mag geïnspekteer word gedurende kantoorure te die Kantore van die Balju, Sarel Cilliersstraat 202, Swartruggens.

Gedateer te Koster op hierdie 2de dag van Augustus 1993.

J. O. van Niekerk, Eiser se Prokureur, Jamesonweg 6, Posbus 51, Koster, 2825. [Tel. (0142) 43-2011/2.]

Saak 57/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SWARTRUGGENS GEHOU TE SWARTRUGGENS

In die saak tussen **Borolelo Dorpskomitee,** Eiser, en **A. Mashigo,** Verweerder

Kragtens 'n vonnis van die Landdroshof, Swartruggens, en 'n lasbrief vir Eksekusie gedateer 11 Mei 1993, sal die volgende vaste eiendomme in eksekusie verkoop word aan die hoogste bieër te: Die Landdroskantoor, Jan van Riebeeck-straat, Swartruggens, op 1 Oktober 1993 om 10:00 naamlik:

Erf 54, geleë in die dorpsgebied van Borolelo, Registrasieafdeling JP, Transvaal, groot 260 (twee ses nul) vierkante meter.

Erf 55, geleë in die dorpsgebied van Borolelo, Registrasieafdeling JP, Transvaal, groot 260 (twee ses nul) vierkante meter.

Voorwaardes: 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 bouvereniging of ander aanneembare waarborg binne 30 (dertig) dae vanaf datum van verkoping verskaf word.

Die volledige voorwaardes van verkoping mag geïnspekteer word gedurende kantoorure te die Kantore van die Balju, Sarel Cilliersstraat 202, Swartruggens.

Gedateer te Koster op hierdie 2de dag van Augustus 1993.

J. O. van Niekerk, Eiser se Prokureur, Jamesonweg 6, Posbus 51, Koster, 2825. [Tel. (0142) 43-2011/2.]

Saak 1320/93

IN DIE LANDDROSHOF VIR DIE DISTRIK STANDERTON GEHOU TE STANDERTON

In die saak tussen **Nedperm Bank Beperk,** Eiser, en **Fanazi Frans Nkabinde,** Eerste Verweerder, en **Sibongile Emelina Nkabinde,** Tweede Verweerder

Ingevolge uitspraak in die Hof van die Landdros te Standerton en lasbrief vir eksekusie tot geregtelike verkoping gedateer 3 Augustus 1993, sal die ondervermelde onroerende eiendom op 13 Oktober 1993 om 10:00, te die Balju se kantoor, Caledonstraat 17, Standerton aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 3066, Sakhile, Standerton, Registrasieafdeling IS, Transvaal, woonhuis met teëldak en steenmure, omhein met diamantdraad, studeerkamer, drie slaapkamers, kombuis, sit/eetkamer, badkamer, toilet, volvloermatte, teëlvloere in kombuis, badkamer en toilet, motorhuis, elektriese ligte.

Die verkoopvoorwaardes lê ter insae by die Balju/Geregsbode te Caledonstraat 17, Standerton. Die basiese verkoopvoorwaardes is kortliks die volgende:

1. 10% (tien persent) van die koopprys in kontant op die dag van verkoping.

2. Die balans van die koopprys teen registrasie van transport en gewaarborg staan te word binne 60 (sestig) dae na datum van verkoping.

3. Besit en okkupasie sal aan die koper verleen word 30 (dertig) dae na betaling van die deposito of by betaling van die volle koopsom, welke gebeurtenis ook al eerste mag plaasvind.

Geteken te Standerton op hede die 9de dag van September 1993.

H. J. Langeveldt, vir Van den Berg, Nel & Langeveldt, Ing. Samuel Siegel, Berlane Chambers, Posbus 73, Standerton, 2430. (Verw: HJL/cn/1911.)

Saak 13534/93

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Zulu Nelson Maleka,** Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 11 Augustus 1993, sal die volgende eiendom verkoop word in eksekusie op 14 Oktober 1993 om 10:00, by die Balju se kantoor, Parkstraat 8, Kempton Park, nl. die Vonnisskuldenaar se reg titel en aanspraak in en tot Erf 333, Esiziba-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 333, Esiziba, grootte 266 vierkante meter.

Verkoopvoorwaardes:

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

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

Woonhuis.

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

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

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

Saak 13536/93

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Daniel Marais,** getroud binne gemeenskap van goed met **Matlakala Juliet Marais,** Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 17 Augustus 1993, sal die volgende eiendom verkoop word in eksekusie op 14 Oktober 1993 om 10:00, by die Balju se kantoor, Parkstraat 8, Kempton Park, naamlik:

Die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 551, Moteong-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 551, Moteong, grootte 325 vierkante meter.

Verkoopvoorwaardes:

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

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

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

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

Datum: 1993-09-14.

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

Saak 13532/93

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Scott Murray,** getroud binne gemeenskap van goed met **Anna Catharina Jacomina Murray,** Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 11 Augustus 1993, sal die volgende eiendom verkoop word in eksekusie op 14 Oktober 1993 om 10:00, by die Balju se kantoor, Parkstraat 8, Kempton Park, naamlik:

Erf 746, Birchleigh North-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Elizestraat 27, Birchleigh-Noord-uitbreiding 2, grootte 992 vierkante meter.

Verkoopvoorwaardes:

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

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

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

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

Datum: 1993-09-14.

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

Saak 13538/93

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Godfrey Muzi Rahube,** Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 11 Augustus 1993, sal die volgende eiendom verkoop word in eksekusie op 14 Oktober 1993 om 10:00, by die Balju se kantoor, Parkstraat 8, Kempton Park, naamlik:

Die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 307, Esiziba-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 307, Esiziba, grootte 272 vierkante meter.

Verkoopvoorwaardes:

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

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

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

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

Datum: 14 September 1993.

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

Case 50970/92

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

In the matter between **P G Wood Limited,** trading as Builder Supply Co., Plaintiff, and **CCL Skrynwerkers** and **Mrs E. M. van der Merwe** [declared proprietress in terms of Rule 54 (6) on 29-10-92], Defendant

A sale will be held on Thursday, 21 October 1993 at 10:00, at Room 603a, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

Erf 473, Mountain View, Pretoria, Registration Division JR, Transvaal, measuring 1 276 square metres, situated at 412 Ivor Avenue, Mountain View, Pretoria.

Particulars are not guaranteed:

Walls plastered and painted, only garage and outbuildings not painted. Roof—galvanised zinc; three bedrooms, two bathrooms, separate toilet, two showers in bathrooms, lounge, dining-room, TV/family room, kitchen, wall-to-wall carpeting throughout, four garages, servant's quarters, outside toilet, swimming-pool with borehole and prefab concrete walls.

Inspection conditions of sale at the Sheriff of the Court, Pretoria West, Sixth Floor, Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

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

M. Nixon, for Nixon & Collins, Attorneys for Plaintiff, Third Floor, Perm Building, 171 Van der Walt Street, Pretoria. [Tel. (012) 323-8633.] (Ref. Nixon/GW/G3211.)

Saak 6156/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Bankorp Beperk,** Eksekusieskuldeiser, en **Olga Adriana Lagois,** Eksekusieskuldenaar

In uitvoering van 'n vonnis van die Landdroshof te Roodepoort, en 'n lasbrief vir eksekusie, gedateer 10 Desember 1992 en behoorlik daar toe gelas deur die Eksekusieskuldeiser, sal die ondervermelde eiendom op 15 Oktober 1993 om 15:30, te die ondervermelde perseel deur die Balju, Roodepoort, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 1389, Wilropark-uitbreiding 5, Registrasieafdeling IQ, Transvaal, groot 1 000 (eenduisend) vierkante meter, gehou kragtens Akte van Transport T19654/77, bekend as Titaanlaan 11, Wilropark-uitbreiding 5, Roodepoort.

Belangrike voorwaardes van verkoping: 10% (tien per centum) deposito van die totale koopprys in kontant of by wyse van 'n bankgewaarborgde tjek by die toestaan van die bod-balans binne 21 (een-en-twintig) dae na datum van verkoping.

Alle verkoopvoorwaardes wat deur die Balju net voor die verkoping uitgelees word, is in hul kantoor te Progresslaan 182, Technicon, Roodepoort, gedurende normale kantoorure, ter insae beskikbaar.

Gedateer te Roodepoort hierdie 6de dag van September 1993.

Blake, Bester Ing., Blake, Bester Gebou, Mimosalaan 18, Wilropark, Roodepoort. (Verw. mnr. Bester IH ZV4023.)

Saak 5226/90

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Die Trustbank van Afrika Beperk,** Eksekusieskuldeiser, en **Gert Johan Trytsman,** Eksekusieskuldenaar

In uitvoering van 'n vonnis van die Landdroshof te Roodepoort, en 'n lasbrief vir eksekusie gedateer 16 November 1992 en behoorlik daartoe gelas deur die Eksekusieskuldeiser, sal die ondervermelde eiendom op 15 Oktober 1993 om 15:00, te die ondervermelde perseel deur die Balju, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 1380, Witpoortjie-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 115 (eenduisend eenhonderd-en-vyftien) vierkante meter, gehou kragtens Akte van Transport T33874/81, bekend as Javastraat 29, Witpoortjie-uitbreiding 1.

Belangrike voorwaardes van verkoping: 10% (tien per centum) deposito van die totale koopprys in kontant of by wyse van 'n bankgewaarborgde tjek by die toestaan van die bod-balans binne 21 (een-en-twintig) dae na datum van verkoping.

Alle verkoopvoorwaardes wat deur die Balju net voor die verkoping uitgelees word, is in hul kantoor te Progresslaan 182, Technicon, Roodepoort, gedurende normale kantoorure, ter insae beskikbaar.

Gedateer te Roodepoort hierdie 6de dag van September 1993.

Blake, Bester Ing., Blake, Bestergebou, Mimosalaan 18, Wilropark, Roodepoort. (Verw. mnr. Bester IH ZT2287.)

Saak 72982/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beheerliggaam van Suncrestwoonstelle,** Eiser, en **Naomi Bieldt,** Verweerder

Ingevolge die uitspraak in die Landdroshof van Pretoria, en die lasbrief tot geregtelike verkoping gedateer 4 Februarie 1993, word die ondervermelde eiendom op 12 Oktober 1993 om 10:00, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, geregtelik verkoop aan die persoon wat die hoogste aanbod maak:

Eiendom Eenheid 25, Skemanommer 8, groot 47 (sewe-en-veertig) vierkante meter, gehou deur die Verweerder kragtens Akte van Transport ST8-25/1985 beter bekend as Suncrestwoonstelle 111, Esselenstraat 26, Sunnyside.

Vir verdere besonderhede en verkoopvoorwaardes kontak die Geregsbode, Pretoria Sentraal, Posbus 478, Pretoria, 0001.

Gedoen en geteken te Pretoria op hierdie 14de dag van September 1993.

L. F. Smuts, vir Smuts & Smuts, Prokureur vir die Eiser, Sesde Verdieping, Permanentgebou, hoek van Banklaan en Pretoriusstraat, Pretoria, 0002. [Tel. (012) 3324-2864.] (Verw. mnr. Smuts/L. Lubbe/MT/CB0036.)

Case 13796/93
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 **Hood, Heather Charmaine,** First Defendant, and **Hood, Richard Colwyn,** 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 conducted by the Sheriff, Midrand, at the offices of the Sheriff at Unit 2 Northview, 45 Richard Drive, Halfway House, on Wednesday, 13 October 1993 at 14:30, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Midrand, at Unit 2, Northview, 45 Richard Drive, Halfway House, Midrand:

Remaining extent of Holding 113, President Park Agricultural Holdings, measuring 8 566 (eight thousand five hundred and sixty-six) square metres, situated at 113 Boshoff Road, President Park Agricultural Holdings, Midrand.

The following information is furnished *re* the improvements, though in his respect nothing is guaranteed: Brick dwelling with a tiled roof consisting of kitchen, bathroom and five other rooms, cottage consisting of kitchen, bathroom and three other rooms, servants' quarters and garage, swimming-pool.

Zoning: Agricultural holdings.

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). Minimum charge R100 (one hundred rand).

Dated: 3 September 1993.

C. B. McEwan, Plaintiff's Attorney, Office 100, Ground Floor, Klerck and Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/9H311.)

Saak 2913/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Dirk Cornelius Rademan,** Eerste Verweerder, en **Johanna Catharina Sophia Rademan,** Tweede Verweerder

Ingevolge 'n vonnis van hierdie Agbare Hof en 'n lasbrief vir eksekusie daarop uitgereik word die ondervermelde eiendom in eksekusie verkoop op Vrydag, 8 Oktober 1993 om 10:00, voor die Landdroshofgebou, Witbank, aan die hoogste bieër:

Erf 306, Tasbetpark-dorpsgebied, Registrasieafdeling JS, Transvaal, groot 1 018 (eenduisend-en-agtien) vierkante meter, gehou kragtens Akte van Transport 109420/92 (geleë te Sekelbosstraat 38, Tasbetpark),

Die volgende inligting word verskaf maar niks gewaarborg: Woonhuis met buitegeboue.

Die verkoopvoorwaardes wat gelees sal word onmiddellik voor die verkoping lê ter insae te die kantoor van die Balju, Witbank.

W. D. Nortje, vir Harvey Nortje Ing., Smutspark, hoek van Smuts- en Northeylaan, Witbank, 1035.

Saak 4132/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **Pradines Elektries (Edms.) Bpk.,** Eiser, en **M. M. Enterprises,** Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 22 September 1992 sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieër op Woensdag, 13 Oktober 1993 om 09:00 te Landdroskantoor, Barberton, naamlik:

Erf 1680, Marloth Park Holiday Township, distrik Barberton, Transvaal, Registrasieafdeling JU, Transvaal, groot 2 449 square metres.

Verbeterings: 'n Onverbeterde pypsteelwoonerf met slegs 'n houtstruktuur op die erf ongeveer twintig (20) km van Hectorspruit en Komatipoort geleë in King Fisherstraat.

Verkoopvoorwaardes:

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

2. Die verdere verkoopvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju, Barberton, van Posbus 1010, Barberton, 1300, met telefoonnommer (01314) 24747 asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 7de dag van September 1993.

Swanepoel & Vennote, Vyfde Verdieping, Proromgebou, Brownstraat, Posbus 1300, Nelspruit. (Verw. mev. Swanepoel/nf/P8/92.)

Saak 1409/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Die Ontvanger van Inkomste,** Eksekusieskuldeiser, en **Hendrik Matthews,** Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof, Roodepoort, in die bovermelde saak, sal 'n verkoping van die ondervermelde onroerende eiendom by die Balju se kantoor te Progressweg 182, Technikon, Roodepoort, gehou word op Vrydag, 15 Oktober 1993 om 10:00, naamlik:

Sekere Gedeelte 29 van die plaas Ruimsig 265, Registrasieafdeling IQ, Transvaal, groot 1,1087 (een komma nul een agt sewe) hektaar, gehou blykens Akte van Transport T36617/1989.

Die eiendom is 'n verbeterde woonerf, hoewel niks gewaarborg word nie, geleë te Equistrianstraat 393, Ruimsig, Roodepoort, bestaande uit sitkamer, gesinskamer, eetkamer, studeerkamer, twee badkamers, drie slaapkamers, gang, kombuis, opwas/waskamer, bediendekwartiere, twee stoorkamers, kroeg en toilet, speelkamer, spens, vier motorhuise, aantrekkamer en naaldwerkkamer.

Die verkoping is onderhewig aan bekragtiging deur die Balju en onderhewig aan die voorwaardes wat nou ter insae lê by die Balju se kantoor te Roodepoort.

Geen waarborg word gelewer oor die erf, verbeteringe en grondgehalte nie.

Terme: Dertig per centum (30%) van die koopprys en afslaersgelde in kontant op die veilingsdag, die saldo teen oordrag wat verseker moet word deur 'n bank- of bougenootskapswaarborg wat binne 14 (veertien) dae van die veilingsdatum by die Balju ingelewer moet wees.

Gedateer te Johannesburg op hierdie 10de dag van September 1993.

P. Venter, Eiser se Prokureurs, Royal St Mary's Gebou 888, Eloffstraat 85, Privaatsak X9, Johannesburg. (Tel. 2l9-2961.) (Verw. C. F. Oberholzer/JP.) (Verw. No. 8126/92/P29.)

Saak 57528/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Ernest Andrew Gillespie,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof, gedateer 4 November 1991, sal die ondervermelde eiendom op 15 Oktober 1993 om 11:00, deur die Balju, Bethal by die Landdroskantoor, Kamer 83, Bethal, aan die hoogste bieder geregtelik verkoop word:

Erf 31, Sorrento Park, Registrasieafdeling IS, Transvaal, groot 1 196 vierkante meter, gehou kragtens Akte van Transport T19962/80, bekend as Gloriastraat 31, Sorrento Park, Bethal.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Onverbeterde perseel.

Sonering: Onbepaald.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantoor van die Balju, Du Plooystraat 50, Bethal, en bevat onder andere die volgende:

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

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 4,56% (vier komma vyf ses persent) van die totale koopprys met 'n minimum van R57,00.

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

Eben Griffiths & Vennote, p.a. Wilsenach Van Wyk Goosen & Bekker Ing., Sanlamsentrum 1115, Andriesstraat, Pretoria. [Tel. (012) 64-1007/64-1039.) (Verw. mnr. Griffiths/mev. Du Plessis.)

Case 2077/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Cooper N.O.: Jeffrey Ronald,** First Defendant, **Cooper N.O.: Carol Lynn,** Second Defendant, and **Cooper: Jeffrey Ronald,** Third Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), and writ of execution, dated 12 July 1993, the property listed herein will be sold in execution on Thursday, 7 October 1993 at 10:00, at the office of the Sheriff of the Supreme Court, 8 Park Street, Kempton Park, to the highest bidder:

Certain Erf 579, Pomona Extension 3 Township, Registration Division IR, Transvaal, measuring 1,190 (one thousand one hundred and ninety) square metres, situated on 54 Dreyer Street, Pomona Extension 3, Kempton Park.

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

Improvements: Dwelling consisting of lounge, family-room, TV-room, three bedrooms, two bathrooms, two toilets, kitchen and dining-room.

Outbuildings: Two garages. Lapa with pool.

Terms:

The purchase price shall be paid as to ten per cent (10%) thereof on the day of the sale and the unpaid balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Sheriff of the Supreme Court within thirty (30) days after the date of sale.

If transfer of the property is not registered within one month after the sale, the purchaser shall be liable for payment of interest to the Plaintiff at 17,5% (seventeen comma five per cent) per annum and to the bondholders at the rate applicable to the bonds on the respective amounts of the award to the Plaintiff and the bondholder in the plan of distribution as from the expiration of one month after the date to date of 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 Supreme Court at 8 Park Street, Kempton Park.

Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street, P.O. Box 367, Kempton Park. (Tel. 970-1000/6.) (Ref. Mr Katz/mr.) (Fax. 394-1987.)

Case 9259/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Ltd,** Plaintiff, and **Aaron Nyembe,** First Defendant, and **Matseisi Clementinah Nyembe,** Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Balfour, in front of the Magistrate's Court, Frank Street, Balfour, Transvaal, on 15 October 1993 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Balfour, 93 Jan van Riebeeck Street, Balfour, Transvaal, and which will be read by him at the time of the sale, of the following property owned by Defendants:

Erf 1158, Siyathemba Extension 1 Township, Registration Division IR, Transvaal, measuring 273 (two hundred and seventy-three) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL52996/1989.

This property is situated at Stand 1158, Siyathemba Extension 1 Township, Balfour, Transvaal.

The property is improved as follows: Lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and garage. 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. N. K. Petzer/JVZ.)

Case 11642/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Ltd,** Plaintiff, and **Jabulani Johannes Manana,** First Defendant, and **Lindiwe Mavis Manana,** Second 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 15 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 Defendants:

All the right, title and interest in the leasehold in respect of Erf 4047, in the Township of kwaGuqa Extension 7, Registration Division JS, Transvaal, measuring 266 (two hundred and sixty-six) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL65520/1989.

This property is situated at Stand 4047, in the Township of kwaGuqa Extension 7, Witbank, Transvaal.

The property is improved as follows: Lounge, kitchen, two bedrooms and bathroom with 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 15th day of September 1993.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/JVZ.)

Case 12647/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Ltd,** Plaintiff, and **Johanna Susanna Magdalena Jonker,** Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria Central, at the Sinodale Centre, 234 Visagie Street, Pretoria, on 12 October 1993 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Pretoria Central, Second Floor, 228 Visagie Street, Pretoria, and which will be read by him at the time of the sale, of the following property owned by the Defendant:

(a) Section 3, as shown and more fully described on sectional plan SS190/1988, in the scheme known as Indhlu, in respect of the land and building or buildings situated at Portion 1 of Erf 39, Sunnyside, Pretoria Township, in the Local Authority of the City Council of Pretoria, of which section the floor area according to the said sectional plan is 66 (sixty-six) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held by virtue of Certificate of Registered Sectional Title ST190/1988(3)(Unit).

This property is situated at 3 Indhlu Flats, 134 Joubert Street, Sunnyside, Pretoria.

The property is improved as follows: Lounge, dining-room, kitchen, two and a half bedrooms, bathroom, garage and toilet. Dwelling flat.

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 15th day of September 1993.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/JVZ.)

Case 5958/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Philemon Vusumuzi Thwala,** Defendant

On 13 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 5518, Moleleki Extension 2 Township, Registration Division IR, Transvaal, measuring 220 (two hundred and twenty) square metres, also known as Erf 5518 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 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 of 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 mortgage bond over the property held by the Plaintiff which was 18% (eighteen per cent) per annum, at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within fourteen days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on the 13th 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/MT0312.)

Case 5526/92

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

In the matter between **Nedcor Bank Limited,** Plantiff, and **Simon Lebopo Mollo,** Defendant

On 13 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 11883 (formerly Erf 1212), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 325 (three hundred and twenty five) square metres, also known as Erf 11883 (formerly Erf 1212), 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 room 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 of the mortgage bond over the property held by the Plaintiff which was 18,75% (eighteen comma seven five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or 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 the 13th 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. MM0207/Miss Kent.)

Case 7753/89

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Veli John Mdhluli** Defendant

On 13 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 therunder sell:

All right, title and interest in the leasehold in respect of Erf 1423, Moleleki Township, Registration Division IR, Transvaal, measuring 200 (two hundred) square metres, also known as Erf 1432, 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:

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 annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within fourteen days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits risks and liability shall pass to the purchaser.

Dated at Germiston on the 13th 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. MM0172/Miss Kent.)

Case 8576/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Sitinani Windvoel Mhlambi,** First Defendant, and **Princess Lindiwe Mhlambi,** Second Defendant, and **Samson Mhlambi,** Third Defendant

On the 13 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 788, Tokoza Township, Registration Division IR, Transvaal, measuring 274 (two hundred and seventy-four) square metres, also known as Erf 788, Tokoza, 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 three rooms other than kitchen with outbuildings of a similar construction comprising servants' quarters and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per 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 10% (ten per centum) of the price or R400 (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or 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 13th 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. MM0301/Miss Kent.)

Case 9131/89

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Mkhulu Job Louis Makhetha,** First Defendant, and **Pinkie Joyce Makhetha,** Second Defendant

On the 13 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 8341, Tokoza Township, Registration Division IR, Transvaal, measuring 300 (three hundred) square metres, also known as Erf 8341, 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 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 22,75% (twenty-two comma seven five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or 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 13th 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. MM3372/Miss Kent.)

Case 4010/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Theepe Anna Apolisi,** Defendant

On the 13 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 8454, Tokoza Township, Registration Division IR, Transvaal, measuring 408 (four hundred and eight) square metres, also known as Erf 8454, 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 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 21% (twenty 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 10% (ten per centum) of the price or R400 (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or 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 13th 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. MA0021/Miss Kent.)

Case 2741/92

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Matthys Jacobus Swanepoel,** First Defendant, and **Elizabeth Johanna Swanepoel,** Second Defendant

On the 18 October 1993 at 10:00, a public auction sale will be held in front of the offices of the Sheriff, Ground Floor, Du Pisanie Building, 74 Joubert Street, Germiston, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Erf 1674, Primrose Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, also known as 4 Apple Road, Primrose, Germiston (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 garage, two carports and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 22% (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 10% (ten per centum) of the price or R400 (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or 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 13th 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. MS0016/Miss Kent.)

Case 15444/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nkosi Simon Kehla,** First Defendant, and **Nkosi Sibongile Josephine,** 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 439 Prince George Avenue, Brakpan, on 15 October 1993 at 11:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 439 Prince George Avenue, Brakpan, prior to the sale.

All right, title and interest in the leasehold in respect of Erf 15003, Tsakane Extension 5 Township, Registration Division IR, Transvaal, measuring 520 (five hundred and twenty) square metres, situated at Erf 15003, Tsakane Extension 5 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tile roof, two bedrooms, lounge, kitchen and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 30th 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. N23558/PC.)

Case 18409/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mlahleki Virginia Ntombikayise,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, on 13 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, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Portion 18, of Erf 13768, Kagiso Extension 8 Township, Registration Division IQ, Transvaal, measuring 348 (three hundred and forty-eight) square metres, situated at Portion 18 of Erf 13768, Kagiso Extension 8 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed; Dwelling under tile roof, two bedrooms, bathroom, kitchen and lounge.

The property is zoned residential.

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

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

Signed at Johannesburg on the 31st 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. M23859/PC.)

Case 18875/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Makgatlho Beni Alfred,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Midrand, Alexandra, Unit 2 Northview, 45 Richards Drive, Halfway House, on 13 October 1993 at 14:30, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, Unit 2 North View, 45 Richards Drive, Halfway House, prior to the sale:

Erf 161, Alexandra East Bank Township, Registration Division IR, Transvaal, measuring 435 (four hundred and thirty-five) square metres, situated at 616 Thrush Street, Alexandra 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 and lounge/dining-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 2nd day of September 1993.

Ismail Ayob & Partners, Plaintiff's Atrorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M23881/PC.)

Case 17978/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Sithebe Masesi Elizabeth Daphne,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Midrand, Alexandra, Unit 2 Northview, 45 Richards Drive, Halfway House, on 13 October 1993 at 14:30, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, Unit 2 North View, 45 Richards Drive, Halfway House, prior to the sale:

All right, title and interest in the leasehold in respect of Portion 3 of Block 8, Alexandra Township, Registration Division IR, Transvaal, measuring 432 (four hundred and thirty-two) square metres, situated at Portion 3 of Block 8, Alexandra Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Self service shop under iron roof.

The property is zoned Residential.

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

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

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

Ismail Ayob & Partners, Plaintiff's Atrorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. S23692/PC.)

Case 13587/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Sithebe Masesi Elizabeth Daphne,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Midrand, Alexandra, Unit 2, Northview, 45 Richards Drive, Halfway House, on 13 October 1993 at 14:30, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, Unit 2, Northview, 45 Richards Drive, Halfway House, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 64, Block 90, Alexandra Township (now renumbered Erf 2660, Alexandra Extension 9 Township, in a development area situated on Portion 387 of the farm Syferfontein 51, Registration Division IR, Transvaal, measuring 515 (five hundred and fifteen) square metres, situated at Erf 64, Block 90, Alexandra Township (now renumbered Erf 2660, Alexandra Extension 9 Township), in a development area situated on Portion 387 of the farm Syferfontein 51, situated at 106 13th Avenue, Alexandra Township.

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

Dwelling under iron roof, three bedrooms, bathroom, kitchen, lounge, dining-room, family-room. *Outbuilding:* Two garages.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of 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 26th 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. S14221/PC.)

Case 18416/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Lekanyane Toney Richard,** First Defendant, and **Lekanyane Rachel Nomvula,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Midrand, Alexandra, Unit 2, Northview, 45 Richards Drive, Halfway House, on 13 October 1993 at 14:30, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, Unit 2, Northview, 45 Richards Drive, Halfway House, prior to the sale:

Erf 798, Alexandra East Bank Township, Registration Division IR, Transvaal, measuring 424 (four hundred and twenty-four) square metres, situated at 798 Thrush Street, Alexandra East Bank 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 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 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. L23758/PC.)

Case 18877/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mlambo Thengeni Ernest,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Midrand, Alexandra, Unit 2, Northview, 45 Richards Drive, Halfway House, on 13 October 1993 at 14:30, of the undermentioned property of the Defendant, on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, Unit 2, North View, 45 Richards Drive, Halfway House, prior to the sale:

Erf 521, Alexandra East Bank Township, Registration Division IR, Transvaal, measuring 435 (four hundred and thirty-five) square metres, situated at 521 Thrush Street, Alexandra East Bank 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 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 calcuated 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. M23880/PC.)

Case 19699/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Sithole Phineas,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the Sales-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 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 Sales-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

Erf 887, Dobsonville Township, Roodepoort, Registration Division IQ, Transvaal, measuring 299 (two hundred and ninety-nine) square metres, situated at Erf 887, Dobsonville Township, Roodepoort.

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

Dwelling under iron roof, two bedrooms, dining-room and kitchen. *Outbuildings:* Three 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, 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. S23919/PC.)

Saak 7535/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Beperk,** Eiser, en **Johannes Hendrik le Grange,** Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 30 Julie 1993, sal die ondervermelde eiendom op 15 Oktober 1993 om 10:00, aan die hoogste bieër by die kantore van die Balju te Progressweg 182, Technikon, Roodepoort, verkoop word:

Erf 124, Witpoortjie-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1197 (eenduisend een honderd sewe-en-negentig) vierkante meter, gehou kragtens Akte van Transport T46592/1992, beter bekend as Generaal Pienaarstraat 47, Witpoortjie, Roodepoort.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

Die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig;

die volledige verkoopvoorwaardes; en sal verkoop word aan die hoogste bieër.

2. Die volgende verbeteringe is op die eiendom aangebring: Enkelverdiepinghuis met teëldak, sitkamer, gesinskamer, eetkamer, twee badkamers, vier slaapkamers, gang, kombuis, bediendekamer, enkelmotorhuis. 3/4 Pleistermure, redelike tuin en staalvensters.

3. *Terme:* Tien (10) per centum van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 18% (agtien 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 Roodepoort.

Geteken te Roodepoort op hierdie 30ste dag van Augustus 1993.

Cilliers & Van Rensburg, Ontdekkersweg 157, Horisonpark, Roodepoort. (Tel. 760-1669.) (Verw. P. Cilliers/LJ/N145.)

Saak 7675/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Beperk,** Eiser, en **Dirk Hermanus Wessels Trust,** Eerste Verweerder, en **Dirk Hermanus Wessels,** Tweede Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 30 Julie 1993, sal die ondervermelde eiendom op 15 Oktober 1993 om 10:00, aan die hoogste bieër by die kantore van die Balju te Progressweg 182, Technikon, Roodepoort, verkoop word:

Erf 945, Weltevredenpark-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 000 (een duisend) vierkante meter, gehou kragtens Akte van Transport T60838/1992 beter bekend as Besemboslaan 14, Weltevredenpark-uitbreiding 2, Roodepoort.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

Die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig;

die volledige verkoopvoorwaardes; en sal verkoop word aan die hoogste bieër.

2. Die volgende verbeteringe is op die eiendom aangebring: Enkelverdieping siersteenhuis met "IBR" dak, sitkamer, gesinskamer, eetkamer, studeerkamer, twee badkamers, drie slaapkamers, gang, kombuis, bediendekamer, dubbelmotorhuis. Redelike tuin, staalvensters met steenmuur ommuur.

3. *Terme:* Tien (10) per centum van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 18% (agtien 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 Roodepoort.

Geteken te Roodepoort op hierdie 30ste dag van Augustus 1993.

Cilliers & Van Rensburg, Ontdekkersweg 1157, Horisonpark, Roodepoort. (Tel. 760-1669.) (Verw. P. Cilliers/LJ/N147.)

Saak 7532/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Beperk,** Eiser, en **S I Merafe,** Eerste Verweerder, en **K Merafe,** Tweede Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 30 Julie 1993 sal die ondervermelde eiendom op 15 Oktober 1993 om 10:00, aan die hoogste bieër by die kantore van die Balju te Progressweg 182, Technikon, Roodepoort, verkoop word:

Erf 511, Strubensvallei-uitbreiding 4-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 002 (eenduisend en twee-en-twintig) vierkante meter, gehou kragtens Akte van Transport T46771/1992, beter bekend as Vyfstamplaan 915, Strubensvallei, Roodepoort.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

Die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig;

die volledige verkoopvoorwaardes; en sal verkoop word aan die hoogste bieër.

2. Die volgende verbeteringe is op die eiendom aangebring: Enkelverdiepinghuis met teëldak, sitkamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, bediendekamer, dubbelmotorhuis. Pleistermure, goeie tuin en staalvensters.

Terme: Tien (10) per centum van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 18% (agtien 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 Roodepoort.

Geteken te Roodepoort op hierdie 30ste dag van Augustus 1993.

Cilliers & Van Rensburg, Ontdekkersweg 157, Horisonpark, Roodepoort. (Tel. 760-1669.) (Verw. P. Cilliers/LJ/N143.)

Saak 3474/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk,** Eiser, en **M Khoza,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Krugersdorp, in bogemelde saak op 3 Desember 1992, sal 'n verkoping gehou word op 13 Oktober 1993 om 10:00, by die verkoopslokaal van die Balju, Klaburnhof, 22B Ockersestraat, Krugersdorp, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Krugersdorp, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Krugersdorp, ter insae sal lê:

Die Verweerder se reg, titel en belang in en tot sekere huurpag ten opsigte van Perseel 14077, Kagiso-uitbreiding 10, gehou deur die Verweerder kragtens sertifikaat van geregistreerde huurpag TL23601/91, groot 140 (een honderd en veertig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport TL23601/91.

Die eiendom is gesoneer "Residensieel 1" en is geleë te 14077 Kagiso-uitbreiding 10, en bestaan uit 'n sitkamer, eetkamer, kombuis, twee badkamers, 'n gang met 'n teëldak, gepleisterde mure en staalvensterrame, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien per centum) 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, Klaburnhof, 22B Ockersestraat, Krugersdorp.

Gedateer te Roodepoort op die 9de September 1993.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, p.a. Corkstraat 12, Kenmare, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/161/92/BK304.)

Saak 5490/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

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

Ter uitwinning van 'n vonnis in die Landdroshof, Krugersdorp, in bogemelde saak op 1 Februarie 1993, sal 'n verkoping gehou word op 13 Oktober 1993 om 10:00, by die verkooplokaal van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Krugersdorp, gelees sal word ten tye van die verkoping, welke voorwaardes by die Baljukantoor, Krugersdorp, ter insae sal lê:

Die Verweerder se reg, titel en belang in en tot sekere huurpag ten opsigte van Perseel 13595, Kagiso-uitbreiding 6, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Huurpag TL23079/89, groot 375 (driehonderd vyf-en-sewentig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport TL23079/89.

Die eiendom is gesoneer Residensieel 1 en is geleë te 13595 Kagiso-uitbreiding 6, en bestaan uit 'n sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer, gang, met 'n teëldak, gepleisterde mure en staalvensterrame, 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, Klaburnhof, Ockersestraat 22B, Krugersdorp.

Gedateer te Roodepoort op die 9de dag van September 1993.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureur, p.a. Corkstraat 12, Kenmare; Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/277/92.)

Saak 7170/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Bpk.,** Eiser, en **A. E. Visser,** Eerste Verweerder, en **A. S. Opperman,** Tweede Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Krugersdorp, in bogemelde saak op 25 Februarie 1993, sal 'n verkoping gehou word op 13 Oktober 1993 om 10:00, by die verkooplokaal van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Krugersdorp, gelees sal word ten tye van die verkoping, welke voorwaardes by die Baljukantoor, Krugersdorp, ter insae sal lê:

Erf 432, Kenmare, groot 744 (sewehonderd vier-en-veertig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T31159/91.

Die eiendom is gesoneer Residensieel 1 en is geleë te Frederick Cooperrylaan 24, Kenmare, en bestaan uit 'n sitkamer, badkamer, drie slaapkamers, gang, kombuis, bediendekamer, motorhuis met 'n sinkdak met gepleisterde mure en staalvensterrame, 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, Klaburnhof, Ockersestraat 22B, Krugersdorp.

Gedateer te Roodepoort op die 9de dag van September 1993.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureur, p.a. Corkstraat 12, Kenmare; Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/337/92/BO137.)

Saak 16867/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.,** Eiser, en **R. G. Day,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 21 Januarie 1993, sal 'n verkoping gehou word op 15 Oktober 1993 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping, welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 3911, Weltevredenpark-uitbreiding 31, groot 688 (seshonderd agt-en-tagtig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T18139/90.

Die eiendom is gesoneer Residensieel 1 en is geleë te Vaaljakkalsstraat 731, Weltevredenpark-uitbreiding 31, en bestaan uit 'n sitkamer, gesinskamer, eetkamer, twee badkamers, vier slaapkamers, gang, kombuis, bediendekamer met 'n teëldak, steenmure en staalvensterrame, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technicon, Roodepoort.

Gedateer te Roodepoort op die 9de dag van September 1993.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureur, Eerste Verdieping, NBS Gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/363192/BD500.)

Case 11064/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Gumil, Rajnarain Appalsamy,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve wil be held at the office of the Sheriff, Westonaria, at the entrance to the Magistrate's Court, Westonaria, on Friday, 15 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 1051, Lenasia South Extension 1 Township, Registration Division IQ, Transvaal, situation 1051 Sheffield Road, Lenasia South Extension 1, area 506 (five hundred and six) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, study, two garages/store-rooms, under tiled roof, staff quarters with ablutions, brick 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 cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NV63E/mgh/tf.)

Case 15223/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Zulu, Khabingwe Moses,** 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, Alberton, at Johria Court, 4 Du Plessis Street, Alberton, on Wednesday, 13 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 right, title and interest in the leasehold in respect of Site 612, Tokoza Extension 2 Township, Registration Division IR, Transvaal, situation Site 11283 (formerly 612), Tokoza Extension 2, area 198 (one hundred and ninety-eight) square metres.

Improvements (not guaranteed): Bedroom, kitchen, lounge, under iron roof, outside ablutions 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 owning on the home loan account which the Defendant has with the Plainiff in this matter whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel 337-3142.) (Ref NG358E/mgh.)

Case 21541/91

IN THE SUPREME COURT OF SOUTH AFRICA)

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Magagula Muzwa John,** First Defendant, and **Magagula Thoko Gaye,** 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 14 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:

Erf 1054, Diepkloof Extension Township, Registration Division IQ, Transvaal, measuring 388 (three hundred and eighty-eight) square metres, situated at Erf 1054, Diepkloof Extension Township, Soweto.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Well kept dwelling, three bedrooms, two bathrooms, lounge, dining-room and kitchen. *Outbuilding:* Single garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 7th 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. M16095/PC.)

Case 19701/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Semenya Letsatsi Elias,** 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 14 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 1528, Jabavu Central Western Township, Registration Division IQ, Transvaal, measuring 276 (two hundred and seventy-six) square metres, situated at Erf 1528, Jabavu Central Western Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Well kept detached single-storey dwelling under asbestos roof, two bedrooms, kitchen and dining-room. *Outbuildings:* Two garages and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 7th 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. S23912/PC.)

Case 19832/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Maseko Mendi Moses,** First Defendant, and **Maseko Sponi Viola,** 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 14 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 935, Moroka Township, Registration Division IQ, Transvaal, measuring 323 (three hundred and twenty-three) square metres, situated at Erf 935, Moroka Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Single-storey dwelling, two bedrooms, lounge and kitchen. *Outbuilding:* Three garages.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 8th 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. M21788/PC.)

Case 16344/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Temane Alfred,** First Defendant, and **Temane Patricia,** 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 14 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:

Erf 944, Diepkloof Extension Township, Registration Division IQ, Transvaal, measuring 432 (four hundred and thirty-two) square metres, situated at Erf 1267, Diepkloof Extension Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Well kept double storey dwelling-house under tiled roof, three bedrooms, two bathrooms, kitchen, lounge, dining-room and family room. *Outbuildings:* Single garage and two servants' quarters.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 13th 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. T15055/PC.)

Saak 22811/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Ina Estell Terblanche,** Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 8 Desember 1993, en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op Donderdag, 14 Oktober 1993 om 10:00, te die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder, sonder 'n reserweprys:

Beskrywing: Erf 2726, Birch Acres-uitbreiding 10, Registrasieafdeling IR, Transvaal, groot 979 vierkante meter, gehou kragtens Akte van Transport T40901/1992.

Die volgende besonderhede word verskaf met betrekking tot verbeterings aangebring op die eiendom, maar geen waarborg kan verskaf word in verband daarmee nie: Die eiendom bestaan uit sitkamer, badkamer, toilet, drie slaapkamers, garage, kombuis en 'n oprit.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju en fooie, enige statutêre belasting asook agterstallige erfbelasting betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Kempton Park.

Geteken te Pretoria hede hierdie 15de dag van September 1993.

De Villiers De Beer, 36ste Verdieping, Volkskassentrum, hoek van Van der Walt- en Pretoriusstraat, Pretoria. (Verw. MDS/cvs/IX0939.)

Saak 11456/93

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

In die saak tussen **NBS Bank Beperk,** Eksekusieskuldeiser, en **Jan Alwyn Lombard,** Eerste Eksekusieskuldenaar, en **Margaretha Catharina Lombard,** Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 13 Augustus 1993, die hiernagenoemde eiendom op Donderdag, 14 Oktober 1993 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erf 1684, Glen Marais-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 975 vierkante meter, ook bekend as Krinkhoutstraat 21, Glen Marais-uitbreiding 2, Kempton Park, gehou onder Titelakte T30363/1991.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie: *Verberings:* Sitkamer, vier slaapkamers, studeerkamer, bar, twee en 'n halwe badkamers, twee motorhuise, familie/TV-kamer, drie toilette, kombuis, swembad en lapa, alles onder 'n teëldak, geplaveide oprit en omhein met mure.

Terme: 10% (tien persent) van die koopsom in onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% (een-en-twintig persent) per jaar, onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van verkoopvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n bank- of bouvereniging aan die Balju binne 14 (veertien) dae na afloop van die veiling.

Gedateer te Kempton Park hierdie 13de dag van September 1993.

M. M. Cowley, vir Jacobs Burger & Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23; Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LN1184.)

Case 16260/92

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, dated 24 November 1992, the herein undermentioned property will be sold in execution on Wednesday, 20 October 1993 at 10:00, at the office of the Sheriff, Pretoria East, 142 Struben Street, Pretoria, 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 15th 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 4123/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Jenmer Fibreglass BK,** Eksekusieskuldeiser, en **J. W. Small,** Eerste Eksekusieskuldenaar, en **Small Familietrust,** Tweede Eksekusieskuldenaar, en **Trans Afrika Inns,** Derde Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof te Brits, en lasbrief vir eksekusie, gedateer 11 Januarie 1993, word die ondergemelde eiendom om 09:00 op Vrydag, 8 Oktober 1993 te Landdroshof, Van Veldenstraat, Brits, deur die Balju, Landdroshof, Brits, onderhewig aan die bepalings van die Wet op Landdroshowe, Wet No. 31 van 1944, aan die hoogste bieder geregtelik verkoop word:

Gedeelte 46, van die plaas Scheerpoort 477, Registrasieafdeling JQ, Transvaal, groot 13,6317 hektaar, Transportakte T55829/86.

Voorwaardes van verkoop sal by die kantore van die Balju, Brits, ter insae lê vir 'n tydperk van twee weke voor die datum van geregtelike verkoping.

Geteken te Brits op hede die 6de dag van September 1993.

G. J. Pretorius, vir Smuts Pretorius & Cahill, Van Veldenstraat 37, Brits. [Tel. (01211) 2-4338/9.] (Verw. mnr. Theron/T.J 10.)

Case 83/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF POTCHEFSTROOM HELD AT FOCHVILLE

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Shadrack Mlungisi Makhogo,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Fochville, and writ of execution dated 3 February 1993, the following property will be sold in execution on 15 October 1993 at 11:00, at the Magistrate's Office, Kerk Street, Fochville, to the highest bidder, *viz:*

All the Defendant's right, title and interest in and to his/her right of leasehold in respect of Erf 3531, Wedela Extention 1, Registration Division IQ, Transvaal, in extent 222 (two hundred and twenty-two) square metres, for Residential purposes held by the Defendant under Certificate of Registered Grant of Leasehold TL61602/91, known as 3531 Mmtula Street, Wedela, upon which is erected a detached single-storey dwelling said to consist of two bedrooms, bathroom, kitchen and lounge.

No guarantee is however given in respect of the aforegoing description.

Terms: R5 000 cash (or a bank-guaranteed cheque for the said amount in favour of the Sheriff for Potchefstroom Magisterial District), at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building societies guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Potchefstroom Magisterial District, 71 Fifth Street, Fochville, and at the office of the Plaintiff's attorneys.

The Plaintiff is prepared to consider the granting of a bond to an approved purchaser.

Oosthuizen & Roeland, Plaintiff's Attorneys, 51 President Street, Fochville. (Ref. PPO/rs/A 8153.)

Case 59035/91

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

In the matter between **NBS Bank Limited,** Plaintiff, and **J. A. Nel, N.O.,** First Defendant, and **J. A. Nel,** Second Defendant, and **A. S. S. Nel,** Third Defendant

A sale in execution will be held on 20 October 1993 at 10:00, at 142 Struben Street, Pretoria, of Erf 73, situated in the Township of Waterkloof Glen, Registration Division JR, Transvaal, measuring 2 055 square metres, known as 385 David Street, Waterkloof Glen.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey dwelling, part double, brick walls, fitted carpets, tiles, novilon, tiled roof, lounge, dining-room, study, kitchen, four bedrooms, two bathrooms, two showers, two w.c.'s, entrance-hall, family room, front stoep, patio, dress-room, balcony, four garages, servant's room with w.c., HWB and shower, store, laundry, similar construction to main buildings, double garage, thatched recreation area and change room, boundary, steel gates, alarm system, bore-hole, aluminium awnings, concrete, swimming-pool and brick pavings.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9130.)

Saak 20472/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Bothma Ignatius Petrus,** Eerste Verweerder, en **Bothma Magdalena Christina,** Tweede Verweerderes

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 14 Oktober 1993 om 10:00, verkoop word deur die Balju te Standard Towers, Vierde Verdieping, Presidentstraat, Germiston, op voorwaardes wat by sy kantoor ingedien kan word:

Erf 1088, Primrose-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 991 vierkante meter, ook bekend as Pearweg 3, Primrose, Germiston.

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

Datum: 15 September 1993.

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

Case 11252/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Johann van Niekerk,** Defendant

A sale in execution will be held on 20 October 1993 at 10:00, at 142 Struben Street, Pretoria, of:

Erf 351, situated in the Township of Wingate Park, Registration Division JR, Transvaal, measuring 1 240 square metres, known as 778 Richmond Street, Wingate Park.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey dwelling, brick walls, fitted carpets, tiles, tiled roof, lounge, dining-room, study, kitchen, three bedrooms, two bathrooms, shower, two w.c.'s, entrance-hall, TV-room, two garages, two carports, servant's room with w.c., laundry, boundary, fenced, brick walls and gates, concrete drive and pavings.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9698.)

Saak 9236/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **Dendron Gesondheidskomitee,** Eksekusieskuldeiser, en **Dendron Eiendomme (Edms.) Beperk,** Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof, Pietersburg, op 9 Junie 1993, en 'n daaropvolgende lasbrief tot geregtelike verkoping, sal die hierna genoemde vaste eiendomme in eksekusie verkoop word voor die Landdroskantoor, Landdros Marestraat, Pietersburg, op Woensdag, 20 Oktober 1993 om 10:00:

Erf 195, Dendron, groot 1 110 vierkante meter T25978/71.

Erf 196, Dendron, groot 1 115 vierkante meter T25978/71.

Erf 197, Dendron, groot 1 115 vierkante meter T54016/69.

Erf 204, Dendron, groot 1 115 vierkante meter T54016/69.

Erf 205, Dendron, groot 1 115 vierkante meter T54016/69.

Erf 206, Dendron, groot 1 110 vierkante meter T54016/69.

Daar is geen verbeterings op enige van die voormelde eiendomme nie.

Verkoopvoorwaardes:

1. Die voormelde eiendomme word voetstoots verkoop aan die hoogste bieder, onderhewig aan die Ordonnansie op Plaaslike Bestuur, Ordonnansie No. 17 van 1939, artikel 50, asook die bepalings van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die reëls daaronder uitgevaardig, asook die voorwaardes vervat in die Aktes van Transport.

2. Die koopprys van die onderskeie erwe sal betaalbaar wees as volg:

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

(b) Die balans is betaalbaar in kontant binne 14 (veertien) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer te word vry van kommissie aan die Balju, Pietersburg, en betaalbaar teen registrasie van transport van die eiendomme in die naam van die koper/s;

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

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

J. de Klerk, Prokureurs vir Eksekusieskuldeiser, Albatrossentrum 5, Markstraat 21; Posbus 3915, Pietersburg. [Tel. (01521) 7-1164.] (Verw. mev. Pretorius.)

Saak 1784/91

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE POTGIETERSRUS

In die saak tussen **Dendron Gesondheidskomitee,** Eksekusieskuldeiser, en **M. J. Kruger,** Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof, Pietersburg, op 30 Oktober 1991, en 'n daaropvolgende lasbrief tot geregtelike verkoping, sal die hierna genoemde vaste eiendomme in eksekusie verkoop word voor die Landdroskantoor, Landdros Marestraat, Pietersburg, op Woensdag, 20 Oktober 1993 om 10:00:

Erf 110, Dendron, groot 1 110 vierkante meter T3508/90.

Erf 116, Dendron, groot 3 346 vierkante meter T3508/90.

Erf 193, Dendron, groot 1 041 vierkante meter T3508/90.

Erf 194, Dendron, groot 1 036 vierkante meter T3508/90.

Erf 307, Dendron, groot 1 673 vierkante meter T3508/90.

Daar is geen verbeterings op enige van die voormelde eiendomme nie.

Verkoopvoorwaardes:

1. Die voormelde eiendomme word voetstoots verkoop aan die hoogste bieder, onderhewig aan die Ordonnansie op Plaaslike Bestuur, Ordonnansie No. 17 van 1939, artikel 50, asook die bepalings van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die reëls daaronder uitgevaardig, asook die voorwaardes vervat in die Aktes van Transport.

2. Die koopprys van die onderskeie erwe sal betaalbaar wees as volg:

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

(b) Die balans is betaalbaar in kontant binne 14 (veertien) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer te word vry van kommissie aan die Balju, Pietersburg, en betaalbaar teen registrasie van transport van die eiendomme in die naam van die koper/s;

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

Geteken te Pietersburg op hierdie 13de dag van September 1993.

J. de Klerk, Prokureurs vir Eksekusieskuldeiser, Albatrossentrum 5, Markstraat 21; Posbus 3915, Pietersburg. [Tel. (01521) 7-1164.] (Verw. mev. Pretorius.)

Saak 1636/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **NBS Bank Beperk,** Eiser, en **Michael Edward Ludick,** Verweerder

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

Erf 2095, Greenhills-uitbreiding 5-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 990 vierkante meter, gehou kragtens Akte van Transport T21426/87.

Die volgende verbeterings is verskaf maar nie gewaarborg nie.

Enkelverdiepingwoonhuis bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers, twee badkamers, twee toilette, aantrekkamer en waskamer.

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

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

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

Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou; Posbus 116, Randfontein, 1760. (Verw. mnr. De Beer DT N26/93.)

Case 2271/93

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

In the matter between **ABSA Bank Limited** (United Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Koen, Sarah Salomina,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 21 July 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 8 October 1993 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain:

(i) Section 4, as shown and more fully described on Sectional Plan SS133/1984, in the building or buildings known as Netosha Place situated at Witfield Local Authority Boksburg, of which the floor area, according to the said sectional plan is 146 (one hundred and forty-six) square metres, and

(ii) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota of the said sectional plan, held under Deed of Transfer ST32540/1992, also known as Edward Street, Witfield, Boksburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising a lounge/dining-room, three bedrooms, kitchen, bathroom, w.c. and a separate w.c.

The conditions of sale:

The purchase price will be payable as to a deposit in cash of 10% (ten percent) 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 16th day of September 1993.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) [Ref. Mrs Teixeira/AU0131 (AU131.)]

Saak 1183/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Regspersoon van Elatus 295/88,** Eiser, en **David Hendrik Behrens,** Eerste Verweerder, en **Cecilia Jacoba Behrens,** Tweede Verweerder

Ingevolge 'n vonnis van bovermelde Hof en lasbrief vir eksekusie gedateer 27 Januarie 1993, sal die ondergenoemde eiendom verkoop word aan die hoogste bieder op Dinsdag, 12 Oktober 1993 om 10:00, te Strubenstraat 142, Pretoria:

Deel 10 (woonstel) soos getoon en volledig beskryf op Deelplan 295/88, in die gebou of geboue bekend as Elatus, groot 97 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 ST61616/92 (10) beter bekend as Elatus 201, Kerkstraat 568, Arcadia, Pretoria.

Die volgende verbeterings is aangebring op die eiendom alhoewel niks gewaarborg is daaromtrent nie. Die woonstel bestaan uit: Twee slaapkamers, badkamer, toilet, kombuis en sit- en eetkamer.

Die verkoopvoorwaardes sal onmiddellik voor die aanvang van die verkoping uitgelees word en lê vir inspeksie by die kantore van die Balju, Pretoria Sentraal.

Geteken te Pretoria op hierdie 9de dag van September 1993.

P. T. van der Hoven, Sesde Verdieping, Sanlamsentrum 611, Andriesstraat, Pretoria. (Verw. P0084H/SVD.)

Case 51994/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Malcolm Kinnear,** First Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suite, the undermentioned property will be sold by the Sheriff of the Court, 142 Struben Street, Pretoria, on 3 November 1993 at 10:00, to the highest bidder:

Certain section 1, as shown and more fully described on Sectional Plan SS228/87, in the scheme known as Fleetwood 2, in respect of the ground and building situated at Moreletapark Extension 4, Registration Division JR, Transvaal, measuring 138 square metres, situated at 1 Fleetwood 2, 683 Tetra Street, Moreletapark Extension 4.

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, two bathrooms, two w.c.'s and shower.

Outbuilding: Single garage.

Common property facilities: Swimming-pool, garden 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, at 142 Struben Street, Pretoria.

Signed at Pretoria on this the 16th day of September 1993.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Kartoudees/MB/N1012.)

Case 47468/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **James Barnard Kruger,** First Defendant, and **Susanna Maria Kruger,** 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, 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on 4 November 1993 at 10:00, to the highest bidder:

Certain Portion 9, of the Sectional Plan SS147/85, in the building known as Aminie, situated at the Remaining Extent of Erf 566, in the Township of Proclamation Hill Extension 1, Registration Division JR, Transvaal, measuring with a floor area of 98 square metres, situated at 9 Aminie Court, 648 Lievaart Street, Proclamation Hill Extension 1.

Terms and conditions:

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

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

Description of property: Flat: Lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

Common property facilities: Parking, garden and dry area.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices, at 607 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

Signed at Pretoria on this the 16th day of September 1993.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Kartoudees/MB/N1005.)

Saak 14326/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Gunter Adolf Pendzialek,** Eiser, en **Josef Johannes Stols,** Verweerder

Ter uitwinning van 'n vonnis in bogemelde Hof, in bogemelde saak sal die hiernavermelde eiendom op Vrydag, 15 Oktober 1993, te die kantoor van die Balju, Klerksdorp te Teaklaan 11, Klerkindustria, Klerksdorp, aan die hoogste bieder sonder reserwe geregtelik verkoop word kragtens voorwaardes van verkoop welke voorwaardes by die kantoor van die Balju, Klerksdorp, te bogemelde adres voor die verkoping ter insae sal lê, synde:

Resterende Gedeelte van Gedeelte 5 van die plaas Brakspruit 370, Registrasieafdeling IP, Transvaal, groot 19,5261 (negentien komma vyf twee ses een) hektaar, soos gehou deur die Verweerder onder en kragtens Akte van Transport T27025/1985.

Die volgende inligting word verskaf aangaande die verbeteringe alhoewel geen waarborg daaromtrent gegee kan word nie: Werkershuis, tweevertrekrondawel met badkamer, woonhuis bestaande uit twee slaapkamers, twee badkamers, sit- en eetkamer, kombuis met alles onder platsinkdak, buitekamer, staanplek vir twee motors met plat sinkdak, onbruikbare dam, tweevertrekwoonstel met badkamer, klein sinkstoor, vier varkhokke, twee hoenderhokke, stoorkamer en twee werkerskamers.

Terme: Die koper moet 'n deposito van 10% (tien persent) van die koopprys betaal op datum van die verkoping. Die balans van die koopprys tesame met rente daarop bereken teen 18,5% (agtien komma vyf persent) per jaar, vanaf 30 (dertig) dae na die verkoping is betaalbaar teen registrasie van transport en moet betaal word by wyse van 'n bank- of bouvereniging-waarborg wat deur die Eiser se prokureur goedgekeur is. Die goedgekeurde bank- of bouverenigingwaarborg moet aan die Balju van die Hooggeregshof, Klerksdorp, gelewer word binne 30 (dertig) dae na datum van die verkoping. Vendusie koste betaalbaar op die dag van die verkoping sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 en daarna 10% (tien persent) tot 'n maksimum fooi van R6 000 en 'n minimum fooi van R100.

Gedateer te Pretoria die 17de dag van September 1993.

Stegmanns, Prokureurs vir Eiser, Sesde Verdieping, Nedbankgebou, Andriesstraat 200, Pretoria. (Tel. 325-3831.) [Verw. mnr. Petty/EJMEO. P.776/92 (I-154.]

Case 20833/91

IN THE SUPREME COURT OF SUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Georgios Fudulis,** Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria Central, at Sinodale Centre, 234 Visagie Street, Pretoria, on 12 October 1993 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Pretoria Central, at Second Floor, 228 Visagie Street, Pretoria, and which will be read by him at the time of the sale, of the following property owned by Defendant:

Portion 1 of Erf 461, Gezina Township, Registration Division JR, Transvaal, measuring 1 276 (one thousand two hundred and seventy-six) square metres, held by the Defendant under Deed of Transfer T41806/1991.

This property is situated at 386 11th Avenue, Gezina, Pretoria.

The property is improved as follows:

Three bedrooms, kitchen, dining-room, study, two bathrooms, lounge and two garages, 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 17th day of September 1993.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/JVZ.)

Saak 8680/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Fokaza Agrippa Ngoma,** Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 11 Augustus 1993 en 'n lasbrief vir eksekusie gedateer 17 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 in huurpag van Erf 21484, Tsakane-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 260 (tweehonderd-en-sestig) vierkante meter, geleë te Erf 21484, Tsakane-uitbreiding 11-dorpsgebied.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis bestaande uit sitkamer, twee 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 bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieër verkoop.

3. *Koopprys is soos volg betaalbaar:*

3.1 Deposito van 10% (tien persent) van die koopprys is betaalbaar onmiddellik na die verkoping.

3.2 Die balans van die koopprys tesame met rente moet binne 14 (veertien) dae by wyse van 'n bank of bouvereniging verseker word.

Gedateer te Benoni hierdie 16de 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 8677/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Zinto John Ndlovu,** Eerste Eksekusieskuldenaar, en **Henrietta Vuyiswa Ndlovu,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 13 Augustus 1993 en 'n lasbrief vir eksekusie gedateer 20 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 in huurpag van Erf 21732, Tsakane-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 258 (tweehonderd agt-en-vyftig) vierkante meter, geleë te Erf 21732, Tsakane-uitbreiding 11-dorpsgebied.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis bestaande uit sitkamer, twee 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 bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieër verkoop.

3. *Koopprys is soos volg betaalbaar:*

3.1 Deposito van 10% (tien persent) van die koopprys is betaalbaar onmiddellik na die verkoping.

3.2 Die balans van die koopprys tesame met rente moet binne 14 (veertien) dae by wyse van 'n bank of bouvereniging verseker te word.

Gedateer te Benoni hierdie 16de 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 8678/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Joseph Paul Mashile,** Eerste Eksekusieskuldenaar, en **Nombalekwa Lettie Mashile,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 11 Augustus 1993 en 'n lasbrief vir eksekusie gedateer 17 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 in huurpag van Erf 18980, Tsakane-uitbreiding 8-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 282 (tweehonderd twee-en-tagtig) vierkante meter, geleë te Erf 18980, Tsakane-uitbreiding 8-dorpsgebied.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis bestaande uit sitkamer, twee slaapkamers, badkamer, kombuis en stoep.

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 bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieër verkoop.

3. *Koopprys is soos volg betaalbaar:*

3.1 Deposito van 10% (tien persent) van die koopprys is betaalbaar onmiddellik na die verkoping.

3.2 Die balans van die koopprys tesame met rente moet binne 14 (veertien) dae by wyse van 'n bank of bouvereniging verseker word.

Gedateer te Benoni hierdie 16de 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 12356/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Stadsraad van Benoni,** Eiser, en **M. C. G. Dos S. Faria,** Eerste Verweerder, en **mev. A. P. Dos S. Faria,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 25 November 1992 en 'n lasbrief vir eksekusie gedateer 22 Desember 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju, vir die Landdroshof, Benoni, voor die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 20 Oktober 1993 om 11:00:

Erf 3033, Benoni-uitbreiding 7-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 569 vierkante meter, geleë te Balfourlaan 16, Benoni.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie: 'n Woonhuis bestaande uit kombuis, sitkamer, eetkamer, drie slaapkamers en twee badkamers. Buitegeboue bestaande uit onder andere 'n dubbel motorhuis.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju, vir die Landdroshof, Benoni, Princesslaan 84, Benoni.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieër verkoop.

3. *Koopprys is soos volg betaalbaar:*

3.1 Deposito van 10% (tien persent) van die koopprys is betaalbaar onmiddellik na die verkoping.

3.2 Die balans van die koopprys tesame met rente moet binne 14 (veertien) dae by wyse van 'n bank of bouvereniging verseker te word.

Gedateer te Benoni hierdie 15de dag van September 1993.

Du Plessis De Heus & Van Wyk, Eerste Verdieping, Marilestgebou, Woburnlaan 72, Benoni; Posbus 1423, 1500. (Tel. 422-2435.) (Verw. mnr. De Heus/mev. Maartens CC1980.)

Case 1677/92
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 **Elizabeth Busby,** Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 27 March 1992, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoort 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 111, in the Township of Reigerpark Extension 1, held under Deed of Transfer T46233/1989, measuring 270 square metres, also known as 760 LP A Sittert Street, Reigerpark Extension 1.

Description: Construction under zink roof, two 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 in 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 this the 31st 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/BZ275.)

Case 7049/92
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 **Du Plessis E. M.,** 4502730164, Judgment Debtor, and **M. du Plessis,** Second Defendant

In execution of a judgment granted by the above Honourable Court on 22 September 1992 in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoort 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 273, Portion 107, in the Township of Reigerpark Extension 1, held under Deed of Transfer T55857/1988, measuring 237 square metres, also known as 1157 Regents Street, Reigerpark Extension 1.

Description: There are no plans 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 this the 31st 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/BZ1813.)

Case 2925/93
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 **Graham M. C. (1700370026),** Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 30 March 1993, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoort 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 370, in the Township of Comet, held under Deed of Transfer T5092/1980, measuring 639 square metres, also known as 37 Everton Avenue, Comet.

Description: Brick construction under sink roof, two bedrooms, bathroom, lounge, dining-room, kitchen, garage, boysroom 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 immediatly 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 this 31st day of August 1993.

Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, 384 Trichardt Road, Boksburg, P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. Theunissen/BZ4056.)

Case 103322/92

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

In the matter between **Body Corporate of Tanmor Court,** Plaintiff, and **L. V. Simayile,** Defendant

Pursuant to a judgment of the above Honourable Court dated 24 November 1992, and a warrant of execution dated 11 December 1992, the undermentioned immovable property will be sold in execution by public auction to the highest bidder at 10:00, on 22 October 1993, in front of the Magistrate Court House, Fox Street-entrance, Johannesburg:

Unit 38, as shown and more fully described on Sectional Plan 48/1982, in the building or buildings known as Tanmor Court of which the floor area according to the Sectional Plan is 41 (fourty-one) square metres, known as Flat 403, Tanmor Court, 48 Soper Road, Berea, Johannesburg.

Material conditions of sale:

(a) The sale will be held by public auction 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 Messenger of Court, Johannesburg East.

(c) The purchaser shall pay all the amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, levies, interest, etc.

(d) The purchase price shall be paid at 10% (ten per centum) thereof on the day of sale and the unpaid balance together with the interest thereon to date of registration of transfer shall be paid or secured by an unconditional or approved bank or building society guarantee within 14 days of the date of the sale to the Messenger of the Court.

Dated at Johannesburg this 14th day of September 1993.

Louis Zetler, 11th Floor, S. A. Centre, 253 Bree Street, Johannesburg, 2001, P.O. Box 7753, Johannesburg. (Tel. 333-5361.) (Ref. Mr Zetler/Miss Leitao.)

Case 7447/89

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

In the matter between **Provincial Building Society of South Africa,** Plaintiff, and **Willem Johannes Steyn,** Defendant

In pursuance of a judgment in the Magistrate's Court of Alberton, dated 10 November 1989, and a warrant of execution dated 10 November 1989, the following property will be sold in execution without reserve to the highest bidder on 13 October 1993 at 10:00, at the Sheriff of the Court Offices, Johria Court, 4 Du Plessis Street, Florentia, Alberton.

Erf 784, in the Township of Alberton, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, also known as 64 Eighth Avenue, Alberton North, held under Deed of Transfer T42568/87.

The dwelling has been improved by the erection of a dwelling-house and the normal outbuilding.

Improvements (not warranted to be correct): Two bedrooms, bathroom, pantry, kitchen, dining-room, lounge, stoep, garage and servant's quarter.

Terms and conditions:

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

2. Conditions: The full conditions of sale may be inspected prior to the day of the sale at the offices of the Sheriff of the Court, Johria Hof, 4 Du Plessis Street, Florentia, Alberton. The said conditions will be read out by the Sheriff of the Court immediately prior to the sale.

3. Where the purchaser pays or will pay all amounts necessary to obtain transfer of the property, including transfer costs, transfer duty and/or VAT.

R. Swanevelder, for S. J. Naudé & Klopper, Plaintiff's Attorneys, Van Riebeeck Building, 42 Van Riebeeck Avenue, P.O. Box 34, Docex 11, Alberton. (Ref. R. Swanevelder/LB.) (Ref. 907-2730/2/3/4/5/6.)

Saak 4672/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **Lebotse Aaron Legote,** Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 16 Augustus 1993, sal die ondervermelde eiendom op 13 Oktober 1993 om 10:00, aan die hoogste bieër by die kantore van die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp, verkoop word:

Erf 1108, Kagiso-uitbreiding 6, Registrasieafdeling IQ, Transvaal, groot 299 (tweehonderd nege-en-negentig) vierkante meter, ook bekend as Erf 11088, Kagiso-uitbreiding 6, Krugersdorp.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

Die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig.

2. Die voorwaardes van die Sertifikaat van Geregistreerde Huurpag.

3. Die volledige verkoopvoorwaardes en sal verkoop word aan die hoogste bieër.

2. Die volgende verbeteringe is op die eiendom aangebring: Enkelverdieping met sitkamer, badkamer, drie slaapkamers, gang en kombuis. Gevestigde tuin, omheining, dak, mure en vensters.

3. *Terme:* Tien 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 18% (agtien 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 bouvereenigingwaarborg of ander aanneembare waarborg gelewer te word aan die Balju 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 10de 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/IN1663/N224.)

Case 15713/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Lester Ian,** First Defendant, and **Lester Everleath Gladys,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Alberton at Johriahof, 4 Du Plessis Street, Florentia, Alberton on Wednesday, 13 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 Court, Alberton at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Erf 183, Southcrest Township, Registration Division IR, Transvaal, measuring 865 m^2, held by the Defendants under Deed of Transfer T20770/1991, being 13 Basson Street, Southcrest, Alberton.

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

The dwelling consists of entrance-hall, lounge, dining-room, family room, four bedrooms, kitchen, bathroom/shower/w.c., separate w.c., garage, laundry, w.c.

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

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 7th day of September 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Miss Glyn/Mr Roos/hs.) (Account No. Z71503.)

Case 14997/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Britz Robert Jack,** First Defendant, and **Britz Mona Claudette,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Alberton at Johriahof, 4 Du Plessis Street, Florentia, Alberton on Wednesday, 13 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 Court, Alberton at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Erf 2789, Brackenhurst Extension 2 Township, Registration Division IR, Transvaal, measuring 1 575 m^2, held by the Defendants under Deed of Transfer T21160/1992, being 156 Neville Road, Brackenhurst Extension 2.

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

The dwelling consists of entrance-hall, lounge, dining-room, family room, three bedrooms, two bathrooms/w.c., kitchen. Outbuildings seperate w.c.

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

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 7th day of September 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Miss Glyn/Mr Roos/hs.) (Account No. Z70224.)

Case 7574/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Fourie Anton,** First Defendant, and **Fourie Roisin Anne,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Alberton at Johriahof, 4 Du Plessis Street, Florentia, Alberton on Wednesday, 13 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 Court, Alberton at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Erf 2211, Brackenhurst Extension 2 Township, Registration Division IR, Transvaal, measuring 1 500 m^2, held by the Defendants under Deed of Transfer T51069/1991, being 10 Pieter Street, Brackenhurst, Alberton.

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

The dwelling consists of entrance-hall, lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, study, servant's room, bathroom, patio.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 7th day of September 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Miss Glyn/Mr Roos/hs.) (Account No. Z64872.)

Case 7622/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **Telkom SA Limited,** Execution Creditor, and **Khoshane E Nzama,** 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: All the right, title and interest in the leasehold for residential purposes in respect of Erf 514, Lekaneng Section, Registration Division IR, Transvaal.

Situated at: 514 Lekaneng Section, Tembisa.

Measuring: 300 (three hundred) square metres.

Consisting of: Toilet, bathroom, dining-room, two bedrooms, kitchen, all under a tiled roof.

Subject to: Certain servitudes as held under Certificate of Registered Grant of Leasehold TL76151/1990.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Sheriff's office.

Dated: 9 September 1993.

Van Rensburg Schoon & Cronje, 8 Die Eike, corner of Monument Road & Long Street, Kempton Park, Box 755, Kempton Park. (Tel. 970-1203.) (Ref. Mrs Vosloo/T366.)

Case 26433/93
PH 125

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

In the matter between **Urouhart (Pty) Ltd,** Execution Creditor, and **Chevron Motors CC,** Execution Debtor

Pursuant to a judgment of the above Honourable Court dated 18 May 1993, and a warrant of execution dated 18 May 1993, the undermentioned movable property will be sold in execution by public auction to the highest bidder, on 5 October 1993 at 10:00, at the premises of the Defendant at 39 Goch Street, corner of Jeppe Street, Newtown:

Desk, chair, two filing cabinets and four post lift.

Terms: Cash no cheques will be accepted.

Dated at Johannesburg on the day of September 1993.

Trapido D'Amico & Partners, Plaintiff's Attorneys, Fifth Floor, Carlton Centre, Commissioner Street, P.O. Box 651, Johannesburg. (Tel. 331-9951) (Ref. Miss Eleftheriadis/BB/IC6.)

Case 2700/93

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Cornelius Samuel Sethunya,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 21 May 1993, the following property will be sold in execution on 20 October 1993 at 10:00, at the office of the Sheriff for Krugersdorp, Magisterial District, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, viz:

The Defendant's right, title and interest in and to his/her right of leasehold in respect of Erf 11637, Kagiso Extension 6 Township, Registration Division IQ, Transvaal, in extent 419 (four hundred and nineteen) square metres.

For residential purposes, held by the Defendant/s under Certificate of Registered Grant of Leasehold TL29924/1991, known as Erf 11637, Kagiso Extention 6 Township, Krugersdorp, upon which is erected a single-storied detached dwelling under tile roof consisting of two bedrooms, bathroom, kitchen and lounge/dining-room.

No guarantee is however given in respect of the foregoing description.

Terms: R5 300 or 10% (ten per centum) of the purchase price (whichever shall be the greater) in cash (or a bank-guaranteed cheque for the said amount in favour of the Sheriff for Krugersdorp Magisterial District) at the time of the sale and the balance against registration of the transfer to be secured by an approved bank or building society guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp, Magisterial District, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp and at the offices of the Plaintiff's attorneys.

The Plaintiff is prepared to consider granting a bond to an approved purchaser.

Phillips & Osmond-Louw & Heyl, Plaintiff's Attorneys, First Floor, Mutual & Federal Centre, 52 Von Brandis Street, Krugersdorp.

Case 2944/93

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Pieter Carel Reyneke,** First Defendant, and **Magdalena Elizabeth Reyneke,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 1 June 1993, the following property will be sold in execution, on 20 October 1993 at 10:00, at the office of the Sheriff for Krugersdorp, Magisterial District, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, viz:

Erf 382, Dan Pienaarville Extension 1 Township, Registration Division IQ, Transvaal, in extent 788 (seven hundred and eighty-eight) square metres, held by the Defendant/s under Deed of Transfer T52748/1992, known as 32 Pienaar Street, Dan Pienaarville Extension 1, Krugersdorp, upon which is erected a detached single-storied dwelling under tile roof consisting of three bedrooms, two bathrooms, kitchen, dining-room, family room and lounge.

The outbuildings comprise a single garage, two carports and servants' quarters.

No guarantee is however given in respect of the foregoing description.

Terms: R12 800 or 10% (ten per centum) of the purchase price (whichever shall be the greater) in cash (or a bank-guaranteed cheque for the said amount in favour of the Sheriff for Krugersdorp Magisterial District) at the time of the sale and the balance against registration of the transfer to be secured by an approved bank or building society guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp, Magisterial District, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp and at the offices of the Plaintiff's attorneys.

The Plaintiff is prepared to consider granting a bond to an approved purchaser.

Phillips & Osmond-Louw & Heyl, Plaintiff's Attorneys, First Floor, Mutual & Federal Centre, 52 Von Brandis Street, Krugersdorp.

Case 14471/93
PH 2

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Pretorius, Gerhardus Petrus Albertus (Snr.),** First Defendant, and **Pretorius, Gerhardus Petrus Albertus,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Randburg, 9 Elna Randhof, corner of Selkirk and Blairgowrie, Randburg, on Tuesday, 12 October 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale at the offices of the Sheriff, Randburg:

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

Single-storey dwelling-house under tiled roof consisting of three bedrooms, lounge, dining-room, kitchen, family room, two bathrooms, shower, two toilets, store-room, two garages and outside toilet.

Being Stand 285, Sundowner Extension 4 (28 Libra Street, Sundowner Extension 4), measuring 1 419 square metres, Registration Division, held by the Defendant under Title Deed T27733/92.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer a guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Randburg this 8th day of September 1993.

B. S. Fourie, for Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050) (Ref. Mr Fourie/sc.) C/o Hugo Venter, Fourth Floor, Himont House, 80 Jorissen Street, Braamfontein.

Case 16406/93
PH 2

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Oberholtzer, Kuhn,** First Defendant, and **Heddon, Michael Anthony,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Randburg, 9 Elna Randhof, corner of Blairgowrie and Selkirk Avenue, Blairgowrie, Randburg, on Tuesday, 12 October 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale at the offices of the Sheriff, Randburg:

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

Simplex townhouse (first floor) consisting of two bedrooms, lounge, dining-room, combined kitchen, bathroom, shower and toilet.

Being: Unit 53, Flat 56, Graceland One, Northwold Extension 12, measuring 80 square metres, local authority of Randburg, held by the Defendants under Title Deed ST19922/92.

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

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

Dated at Randburg this 8th day of September 1993.

B. S. Fourie, for Bezuidenhout Van Zyl Inc., Third Floor, Surrrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050) (Ref. Mr Fourie/sc.) C/o Hugo Venter, Fourth Floor, Himont House, 80 Jorissen Street, Braamfontein.

Case 1334/93

IN THE MAGISTRATE'SCOURT FOR THE DISTRICT OF KRUGERSDORP HELD AT KRUGERSDORP

In the matter between **Town Council of Krugersdorp,** Execution Creditor, and **J. B. Coetzee,** First Execution Debtor, and **E. M. Coetzee,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 26 May 1993, the following property will be sold in execution, on Wednesday, 20 October 1993 at 10:00, in front of the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Street, Krugersdorp, to the highest bidder, viz:

Erf 526, Mindalore Extension 1 Township, Registration Division IQ, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, held by Deed of Transfer T7858/1990, known as 020 Mollor Street, Mindalore Extension 1, Krugersdorp.

Upon which there is said to be erected.

A detached single-storey dwelling-house under tile roof and consisting of three bedrooms, lounge, dining-room, one and a half bathroom and kitchen.

The outbuildings consist of garage, servant's room and toilet.

No guarantee is however given in regard to the foregoing description.

Terms: R5 000 (five thousand rand) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 (twenty one) days, the purchaser to pay transfer costs, rates etc. The property will be sold voetstoots subject to any tenancy or right of occupation.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

Phillips & Osmond-Louw & Heyl, Execution Creditor's Attorneys, First Floor, Mutual & Federal Centre, 52 Von Brandis Street, Krugersdorp. (Ref. ADEVOS/mw/K 1369.)

Case 2157/93

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

In the matter between **Saambou Bank Limited,** Plaintiff, and **Vusumuzi Ngcukana,** First Defendant, married in community of property to **Mary Faniza Ngcukana,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton dated 20 April 1993 and writ of execution dated 20 April 1993, the following property will be sold in execution on Wednesday, 13 October 1993 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johria Building, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain: All right, title and interest in the leasehold in respect of Erf 69, Thintwa Township.

Street address: 69 Thintwa.

Measuring: 251 square metres.

Held under Certificate of Registered Grant of Leasehold TL24674/1992 dated 1992-05-22.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main building: Lounge/dining-room, bedrooms, bathroom with toilet and kitchen.

Outbuildings: None.

1. *Terms:* 10% (ten per centum) of the purchase price in cash at the sale, the balance plus interest at 20% (twenty per centum), 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 9th day of September 1993.

B. J. van der Walt & Schoeman, Plaintiff's Attorneys, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359) (Ref. Miss J. Hayward.)

Case 3601/93

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

In the matter between **Nedbank Ltd,** a division of Nedcor Bank Ltd, Plaintiff, and **Jean Marie Ivan Charoux,** Defendant

On 15 October 1993 at 11:00, a public auction will be held at 439 Prince George Avenue, Brakpan, at which the Deputy of the Magistrate's Court will, pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Certain Erf 1747, Dalpark Extension 6 Township, also known as 12 Wildevy Street, Dalpark Extension 6, Brakpan, measuring 1 733 (one thousand seven hundred and thirty-three) square metres.

Improvements: (These improvements are not warranted to be correct and are not guaranteed): A single storey residence consisting of three bedrooms, two bathrooms, lounge, dining-room, kitchen, garage and maid's toilet. The property is fenced by pre-cast walls.

The material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrates' Court Act, 1944, and the rules made thereunder or any amendment thereof substitution therefor and subject thereto, the property shall be sold voetstoots to the highest bidder.

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16,75% (sixteen comma seven five per centum) per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or one thousand rand (whichever is the greater) together with 4% (four per centum) Sheriff's commission and 14% (fourteen per centum) VAT immediately after the sale and the balance of the price and interest shall, without 14 (fourteen) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Alberton this the 9th day of September 1993.

B. D. du Plessis, for Bernard L. du Plessis, 100 Marwik Centre, New Redruth, P.O. Box 1346, Alberton, 1450. (Tel. 907-8304/5) (Ref. Mr Du Plessis/AS/10719/NEDB/C.)

Case 12715/90

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Isaac Setlogelo,** Defendant

On 13 October 1993 at 10:00, a public auction will be held at Johria Court, 4 Du Plessis Road, Florentia, Alberton, at which the Deputy of the Magistrate's Court will pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendants right, title and interest in certain site 1798, Likole Extension 1 Township, also known as Site 1798, Likole Extension 1, Katlehong, measuring 188 (one hundred and eighty-eight) square metres.

Improvements (these improvements are not warranted to be correct and are not guaranteed): A partly completed house consisting of three bedrooms, bathroom, kitchen, lounge and dining-room. Floors, plumbing and electrical wiring needs to be completed.

The material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof substitution therefore and, subject thereto, the property shall be sold voetstoots to the highest bidder.

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per cent) per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R1 000 (whichever is the greater) together with 4% (four per centum) Sheriff's commission and 14% (fourteen per centum) VAT immediately after the sale and the balance of the price and interest shall, within 14 days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Alberton this 9th day of September 1993.

B. L. du Plessis, for Bernard L. du Plessis, 100 Marwik Centre, 17 Fore Street, New Redruth, P.O. Box 1346, Alberton, 1450. (Tel. 907-8304/5.) (Ref. Mr Du Plessis/AS/3747/NEDC/S.)

Case 1438/93

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

In the matter between **Town Council of Krugersdorp,** Execution Creditor, and **H. C. Coertzen,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 26 May 1993, the following property will be sold in execution on Wednesday, 20 October 1993 at 10:00, in front of the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, to the highest bidder, viz:

Erf 1036, Rand en Dal Extension 3 Township, Registration Division IQ, Transvaal, measuring 1 197 (one thousand one hundred and ninety-seven) square metres, held by Deed of Transfer T8880/1993, known as 14 Volstruis Street, Rant en Dal, Krugersdorp, upon which there is said to be erected a detached single storey dwelling under tile roof and consisting of three bedrooms, lounge, dining-room, two bathrooms and kitchen. The outbuildings consist of a double garage.

No guarantee is however given in regard to the foregoing description.

Terms: R5 000 (five thousand rand) cash at the time of the sale and the balance against registration of transfer to be secured by an approved bank or building society guarantee to be delivered within 21 (twenty one) days, the purchaser to pay transfer costs, rates etc. The property will be sold voetstoots subject to any tenancy or right of occupation.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

Phillips & Osmond-Louw & Heyl, Execution Creditor's Attorneys, First Floor, Mutual and Federal Centre, 52 Von Brandis Street, Krugersdorp. (Ref ADEVOS/mw/K 1829.)

Case 12111/92
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 **Keyser Mark Douglas,** Defendant

In execution of a judgement of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the sales room of the Sheriff for the Supreme Court, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 15 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 the Sheriff for the Supreme Court, Roodepoort at 182 Progress Avenue, Technikon, Roodepoort:

Erf 252, Florida North Township, Registration Division IQ, Transvaal, measuring 839 m^2, held by the Defendant under Deed of Transfer T48081/1991, being 12 Dan Pienaar Street, Florida North.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, three bedrooms, kitchen, bathroom/w.c., garage, two servants' rooms, w.c. and patio.

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

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

Dated at Johannesburg this 23rd day of August 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z47414/FCLS/WR/Mr. Brewer/djl.) (Account No. Z47414.)

Case 458/91

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

In the matter between **Jan Hendrik Moller,** Plaintiff, and **Lydia Ntesang Moloto,** Defendant

In pursuance of a judgment in the Court of the Magistrate, Westonaria, district of Westonaria, and writ of execution dated 22 June 1993, the following property will be sold in execution on 15 October 1993, in front of the Magistrate's Court, Westonaria to the highest bidder, known as:

Holding 401, West Rand Agricultural Holdings Extension 1, Registration Division IQ, Transvaal, in extent 2,0234 hectares.

Conditions of sale:

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

2. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale, unless otherwise agreed by the Execution Creditor and the Sheriff and the unpaid balance together with interest onm the full amount of the Judgment Creditor's claim at the rate of 18,5% (eighteen comma five per centum) per annum to date of payment, within 14 (fourteen) days to be paid or secured by an approved bank or building society guarantee.

3. The full conditions of sale may be inspected at the office of the Sheriff, Westonaria and will be read by the Sheriff immediately prior to the sale.

S. A. Vos, for Truter Crous Wiggill & Vos, Truvos Building, 88 Briggs Street, Westonaria, 1780. (Tel. 753-1188/9/0.) (Ref. Mr Vos/eb/M313.)

Case 22317/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited** (No. 51/00009/06), formerly known as Nedperm Bank Limited, Plaintiff, and **Stephen Kenneth Theron,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Ferndale, Randburg, on 13 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 563, Morningside Extension 40 Township, Registration Division IR, Transvaal, area 1 785 square metres, situation 131 Ballyclare Drive, Morningside Extension 40.

Improvements (not guaranteed): A house under tiled roof consisting of four bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, two garages, swimming-pool, servants' quarters and ablutions with pre-cast walls around the property.

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

Dated at Johannesburg on the 31st day of August 1993.

E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7152-010.)

Case 26473/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited** (No. 51/00009/06), formerly known as Nedperm Bank Limited, Plaintiff, and **Mark Rene Hassler,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on 15 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 2842, Weltevredenpark Extension 24 Township, Registration Division IQ, Transvaal, area 1 446 square metres, situation 3 Insinde Avenue, Weltevredenpark, Roodepoort.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, garage, carport, servants' quarters, servant's toilet with pe-cast 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 payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on the 2nd day of September 1993.

E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7152-014.)

Case 11876/93
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 **Lalloo, Davadas Mithal,** First Defendant, and **Lalloo, Dhungauvrie Ranchod,** 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, 14 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:

Erf 3498, Lenasia Extension 2 Township, Registration Division IQ, Transvaal, measuring 317 m^2, held by the Defendants under Deed of Transfer T19595/1977, being 30 Heather Avenue, Lenasia Extension 2.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, sewing-room, three bedrooms, bathroom/w.c., seperate shower and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 11th day of August 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z67987.) (Ref. Z67987/FCLS/WR/Mr Brewer/djl.)

Case 3977/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mitchell, Anthony St. John,** First Defendant, and **Mitchell, Eileen Dorothy,** 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 Sheriff for the Supreme Court, Sandton, at 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Ferndale, Randburg, on Wednesday, 13 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, Sandton, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg:

Erf 908, Paulshof Extension 29 Township, Registration Division IR, Transvaal, measuring 650 m^2, held by the Defendants under Deed of Transfer T39355/1992, being 7 Lerd Albert Milcliffe Road, Paulshof, Sandton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, family room, three bedrooms, bathroom/w.c., kitchen.

Outbuildings: Double garage, bathroom/w.c., staffroom.

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 24th day of August 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z58153.) (Ref. Ms Glyn/Mr Rees/hs.)

Saak 10422/90

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **Allied Bouvereniging,** Eiser, en **Loganathan Thirmudi Pillay,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word voor die Landdroskantore in Van Riebeeckstraat, Westonaria op 15 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 Erf 2544, Lenasia Suid-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Hibiscus-straat 2544, Lenasia Suid-uitbreiding 2, groot 472 (vierhonderd twee-en-sewentig) vierkante meter.

Verbeteringe: (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: *Hoofgebou:* Sitkamer, eetkamer, kombuis, badkamer/toilet, drie slaapkamers. *Buitegeboue:* Geen. *Konstruktueer:* Baksteen met teël.

Terme: 10% (tien per centum) 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 13de dag van September 1993.

J. J. Rossouw, vir Botha Moll en Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Johannesburg, Posbus 1588. (Tel. 334-2727.) (Verw. Rossouw/cw/03/A8066E.)

Case 17292/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nkgwe Dikwalilwe Frank,** First Defendant, and **Nkgwe Mpho Francinah,** 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 and subject to written confirmation by the Plaintiff, will be held at the offices of the Sheriff, Roodepoort, 182 Progress Road, Technikon, District of Roodepoort, on Friday, 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 and which conditions may be inspected at the offices of the Sheriff, Roodepoort, prior to sale.

Erf 8562, Dobsonville, Extension 2 Township, Registration Division IQ, Transvaal, measuring 330 (three hundred and thirty) square metres.

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

Main building: Four walls with a roof (the Execution Creditor does not guarantee any of the aforementioned).

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 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 the 16th day of September 1993.

Cliffe Dekker & Todd Inc., Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Johannesburg: P.O. Box 61059, Marshalltown, 2107. (Tel. 832-2911.) (Ref. S. J. Oosthuizen.)

Case 3706/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Dorothea Heymans,** Defendant

A sale in execution will be held on 22 October 1993 at 11:00 at Wonderboom, Portion 83, De Onderstepoort, Bon Accord, of Erf 339, situated in the township Dorandia Extension 7, Registration Division JR, Transvaal, measuring 991 (nine nine one) square metres, known as 216 Vaandrager Street, Dorandia Extension 7.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey, brickwalls, IBR roof, fitted carports, novilon, lounge, dining-room, kitchen, four bedrooms, two bathrooms, shower, two wc's, entrance-hall, front and back stoeps, single garage, single carport, servant's room with wc, fenced, brick walls, concrete walls, BBQ and bore/hole with pump, jacuzzi, aircon, drive pavings and swimming-pool.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Stolp/RH/M. 9752.)

Case 46459/90

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Talieta Kakebeeke,** Defendant

A sale in execution will be held at 10:00 on 20 October 1993 at 142 Struben Street, Pretoria.

Portion 1 of Erf 44, situated in the Township Brooklyn, Registration Division JR, Transvaal, measuring 1 445 square metres, known as corner of Duncan Street and Lynnwood Road, Brooklyn.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey dwelling, brick walls, corrugated iron roof, fitted carpets, novilon (over suspended wood), lounge, dinging-room, kitchen, pantry, four bedrooms, bathroom shower, wc, two garages, outside wc, front and back stoep, fenced, brick walls, concrete drive, carport, brick boundary wall.

The conditions of Sale may be inspected at the office of the Sheriff, Pretoria East.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Stolp/RH/M.8747.)

Case 9029/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited (formerly Nedperm Bank Limited),** Plaintiff, and **Taila Thomas Mahlangu,** First Defendant, and **Morongwe Shirley Mahlangu,** Second Defendant

Pursuant to a Judgment of the above Court and a Warrant of Attachment dated 3 August 1993, the undermentioned property will be sold in execution on 21 October 1993 at 10:00, at the office of the Sheriff, Pretoria North West, Room 603, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 4100 situated in the township of Atteridgeville, Registration Division JR, Transvaal, measuring 297 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL.23263/86; known as 173 Moroe Street, Atteridgeville.

At the time of the preparation of this notice, the following improvements were situated on the property, although in this respect nothing is guaranteed: A house comprising two bedrooms, kitchen, dining-room, lounge, garage, storeroom, bathroom and outside toilet.

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff, Pretoria North West, Room 202 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

Signed at Pretoria on this the 9th September 1993.

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

Case 32224/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Irene Maud Grobler,** Defendant

A sale in execution will be held on 20 October 1993 at 10:00, at 142 Struben Street, Pretoria, of:

Holding 173, the Township of Raslouw Agricultural Holdings, Registration Division JR, Transvaal, measuring 3,5507 hectares, known as Plot 173, Louisa Road, Raslouw Agricultural holdings.

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

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.9758.)

Case 3817/92

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Anibal Camarinha Ramos,** Defendant

A sale in execution of the property described hereunder will take place on 18 October 1993 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Ground Floor, Du Pisanie Building, 72 Joubert Street, Germiston:

Erf 237, Malvern East Extension 1 Township, Registration Division IR, Transvaal, measuring 714 (seven hundred and fourteen) square metres, property also known as 7 Graham Road, Malvern East, Germiston, comprising brick under iron dwelling, entrance-hall, lounge, two bedrooms, bathroom/toilet, kitchen, shower, garage, store-room, outside toilet and walling.

A bond can be arranged for an approved purchaser.

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

Dated: 13 September 1993.

K. Dinner, for Abe Dinner & Associates, Attorney for Plaintiff, Fifth Floor, Standard Towers, 247 President Street, Germiston, 1401. (Ref. 14747/KD/PT.)

Case 4655/92

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Peter Joseph Ryan,** Defendant

A sale in execution of the property described hereunder will take place on 18 October 1993 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Ground Floor, Du Pisanie Building, 72 Joubert Street, Germiston:

Erf 2009, Primrose Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, property also known as 39 Chestnut Avenue, Primrose, Germiston, comprising brick under iron dwelling, entrance-hall, lounge, dining-room, kitchen, pantry, enclosed verandah, three bedrooms, bathroom, toilet, garage, two servant's rooms, toilet and pre-cast walling.

A bond can be arranged for an approved purchaser.

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

Dated: 13 September 1993.

K. Dinner, for Abe Dinner & Associates, Attorney for Plaintiff, Fifth Floor, Standard Towers, 247 President Street, Germiston, 1401. (Ref. 14679/KD/PT.)

Case 360/91

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Marthinus Johannes Joubert,** Defendant

A sale in execution of the property described hereunder will take place on 18 October 1993 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Ground Floor, Du Pisanie Building, 72 Joubert Street, Germiston:

Erf 227, Edenvale Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, property also known as 143 Fifth Avenue, Edenvale, comprising brick dwelling, entrance-hall, lounge, kitchen, scullery, three bedrooms, bathroom, garage, servant's room, patio, walling, paving.

A bond can be arranged for an approved purchaser.

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

K. Dinner, for Abe Dinner & Associates, Attorney for Plaintiff, Fifth Floor, Standard Towers, 247 President Street, Germiston. (Ref. 11957/KD/PT.)

Case 5132/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Response Investments (Proprietary) Limited** (No. 91/00413/07), Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution, dated 28 July 1993, the property listed hereunder will be sold in execution on Wednesday, 20 October 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Portion 47 (a portion of Portion 6) of the farm Rietpan 66, Registrasieafdeling IR, Transvaal, measuring 2,7872 (two comma seven eight seven two) hectares, known as 47 Beryl Street, Goedeburg, Benoni.

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

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

Main building: Brick under pitched iron roof comprising three offices, two bathrooms plus w.c., change room, radio room and kitchen. Fencing: Wire.

The material conditions of sale are:

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

(b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the office of the Sheriff of the Magistrate's Court, 215, Arcardia, 84 Princes Avenue, Benoni.

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000, the the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 18,75% (eighteen comma seven five per centum) per annum on the preferent creditors' claims as contemplated in Rule 43 (7) (a) of the rule of Court from the date of sale to date of payment to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.

(e) 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. If the Execution Creditor is the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation shall be exercisable only against the occupier.

(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 10th day of September 1993.

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

Case 6617/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Robert George Msiza,** First Defendant, and **Alettah Msiza,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and an Order of Court, dated 12 July 1993, the property listed hereunder will be sold in execution on Wednesday, 20 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 4914, Etwatwa Extension 1 Township, Registration Division IR, Transvaal, measuring 660 (six hundred and sixty) square metres, known as 4914 Etwatwa Extension 1, 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 tiles detached single storey residence comprising two bedrooms, bathroom, kitchen and lounge.

Fencing: Wire. Plastered house with pitched tiled roof. House with burglar bars, 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, 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% 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 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. If the Execution Creditor is the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation shall be exercisable only against the occupier.

(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 10th day of September 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 7581/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Philemon John Nkabinde,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 28 July 1993, the property listed hereunder will be sold in execution on Friday, 15 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:

All right, title and interest in the leasehold in respect of Lot 18554, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, known as Lot 18554, Tsakane Extension 8, Brakpan.

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

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

Main building: Bricks under tiles residence, comprising bedroom, bathroom, kitchen and lounge.

Fencing: Wire.

The material conditions of sale are:

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

(b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the 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 (ten thousand rand), 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. If the execution creditor if the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation shall be exercisable only against the occupier.

(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 10th day of September 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.)

Case 6542/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **George Mandla Maribo,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 13 July 1993, the property listed hereunder will be sold in execution on Friday, 15 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:

All right, title and interest in the leasehold in respect of Erf 2259, Tsakane Township, Registration Division IR, Transvaal, measuring 259 (two hundred and fifty-nine) square metres, known as Erf 2259, Masiyane Street, Tsakane, 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 two bedrooms, bathroom, kitchen and lounge.

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 shal 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 (ten thousand rand) 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 creditor's claims as contemplated in Rules 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. If the execution creditor is the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation shall be exercisable only against the occupier.

(f) Failing compliance with the provisions of the conditions of sale, the purchser 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 10th day of September 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.)

Case 6541/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Fatman Chilliboy Mabena,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 13 July 1993, the property listed hereunder will be sold in execution on Friday, 15 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:

All right, title and interest in the leasehold in respect of Lot 18330, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 320 (three hundred and twenty) square metres, known as Lot 18830, Tsakane Extension 8, Brakpan.

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

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

Main building: Bricks under tiles residence comprising two bedrooms, bathroom, kitchen and lounge.

Fencing: Wire.

The material conditions of sale are:

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

(b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the 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 (ten thousand rand) 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 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. If the Execution Creditor is the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation shall be exercisable only against the occupier.

(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 10th day of September 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.)

Case 40882/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Burgert Daniël van Niekerk,** Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 12 October 1993 at 10:00:

Portion 3 of Erf 510, situated in the Township of Gezina, Registration Division JR, Transvaal, measuring 494 (four hundred and ninety-four) square metres, known as 573 Jacob Street, Gezina.

Particulars are not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom, single garage, staff room and toilet.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 x314.) (Ref. N1/B-376809/JAA/M Oliphant.)

Case 51565/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Ethel Viljoen,** Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 12 October 1993 at 10:00:

(a) Unit 12, as shown on Sectional Plan SS10/80, in the building Entabeni, situated at Erf 872, Kilner Park Extension 1, City Council of Pretoria, measuring 86 (eight-six) square metres; and

(b) an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST5301/93, dated 22 January 1993.

Known as Flat B202, Entabeni, 161 Anna Wilson Street, Kilner Park.

Particulars are not guaranteed:

Flat: Lounge, dining-room, kitchen, three bedrooms, bathroom and carport.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 x314.) (Ref. N1/B-379723/JAA/M Oliphant.)

Case 49214/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Adriaan Johannes Janse van Rensburg,** Defendant

A sale will be held at NG Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 12 October 1993 at 10:00:

(a) Unit 9, as shown on Sectional Plan SS92/86 in the building Wilmor Park, situated at remaining portion of Portion 4, Erf 139, East Lynne, Local Authority, City Council of Pretoria, measuring 86 (eighty-six) square metres; and

(b) an undivided share in the common property in the land and building held under Deed of Transfer ST62124/92, dated 3 February 1993.

Known as Flat 24, Wilmor Park, 157 Lanham Street, East Lynn.

Particulars are not guaranteed:

Flat: Lounge, dining-room, kitchen, two bedrooms, bathroom and carport.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 x314.) (Ref. N1/B-376895/JAA/M Oliphant.)

Saak 40786/80

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Transvaalse Raad vir die Ontwikkeling van Buitestedelike Gebiede,** Eiser, en **ABE Galp,** Verweerder

Erf 707, Ironsyde, Registrasieafdeling IQ, Transvaal, groot 1 983 (eenduisend negehonderd drie-en-tagtig) vierkante meter, geleë te Kimberleystraat 707, Ironsyde.

T14162/1950, Eksekusieveiling te Baljukantore, Beaconsfieldlaan, Vereeniging, op 29 Oktober 1993 om 10:00, aan die hoogste bieder.

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

Geen waarborge word egter verstrek nie.

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

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

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

Geteken te Pretoria op hierdie 15de dag van September 1993.

C. J. van der Merwe, vir Van der Merwe, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. (Tel. 320-2844/5/6/7.) (Verw. mev. Olivier.)

Saak 41164/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **N. J. J. van Loggerenberg,** Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 9 Augustus 1993, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 12 Oktober 1993 om 10:00:

Erf 196, geleë in die dorpsgebied Jan Niemandpark, Registrasieafdeling JR, Transvaal, grootte 747 (sewe vier sewe) vierkante meter, gehou kragtens Akte van Transport T41790/80. (Die eiendom is beter bekend as Lammervangerstraat 75, Jan Niemandpark, Pretoria).

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

Hoofgebou bestaan uit: Sitkamer, kombuis, drie slaapkamers en badkamer.

Konstruksie: Baksteen, metaal, Herculite, volvloermatte, ingeboude kaste en warmwaterstelsel.

Buitegeboue bestaan uit: Enkelmotorhuis, bediendekamer en toilet.

Algemene opmerkings: Gemiddelde woonplek wat onderhoud nodig het, geleë in laer inkomstegroep omgewing.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae te die kantoor van die Balju, Pretoria Noord-Oos, by bogemelde adres waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 16de dag van September 1993.

Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. mnr. Roos/mr/A613.)

Case 10054/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Letsielo David Tsokotsane,** First Defendant, and **Dorah Jabile Tsokotsane,** 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 will be sold in execution to the highest bidder, to be held on 13 October 1993 at 11:00, in front of the Magistrate's Office, Evander:

Erf 5553, Embalenhle Extension 9 Township, Registration Division IS, Transvaal, measuring 294 square metres, held by the First and Second Defendants under Deed of Transfer TL82553/91, situated at 5553 Embalenhle Extension 9.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling-house consisting of two bedrooms, bathroom, toilet and wash hand basin, lounge and kitchen.

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, Evander.

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R365471/as.)

Case 9820/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Magundwawe Piet Mbona,** 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 13 October 1993 at 10:00, at the Sheriff's Office, 11 Teak Avenue, Klerkindustria, Klerksdorp:

Erf 2479, situated in the Township of Khuma, Registration Division IP, Transvaal, measuring 633 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL85171/88, situated at 2479 Khuma, Stilfontein.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling-house consisting of three bedrooms, bathroom, bathroom with toilet, toilet, lounge, dining-room, family room, study and kitchen. Property is fenced with wire.

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, Klerksdorp.

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R365468/as.)

Case 7434/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **P. C. Sandwerke (Pty) Limited,** First Defendant, **Magdalena Petronella Jansen,** Second Defendant, and **P. C. Airlines CC,** Third 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 20 October 1993 at 10:00, at 142 Struben Street, Pretoria:

Portion 251, of the Farm Swavelpoort 373, Registration Division JR, Transvaal, measuring 27,4706 hectares, held by the First Defendant under Deed of Transfer T50342/89, situated ± 25 km east of the centre of Pretoria on the extension of Lynnwood Road.

The following information is furnished, though in this respect nothing is guaranteed: Vacant property used for the extraction of building sand.

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. (Ref. R365420/as.)

Case 8691/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Le Roux, Paul Nicolaas Harm,** First Defendant, and **Le Roux, Ester Henrietta,** Second Defendant

In execution of a judgment of the Supreme court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, at 10:00, on Tuesday, 12 October 1993, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale.

Certain Erf 33, Johannesburg North Township, Registration Division IQ, Transvaal, area 1 983 square metres, situation 17 Market Street, Johannesburg North, Randburg.

Improvements Vacant land.

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 at 3% (three per centum) up to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on the 10th day of September 1993.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. Le Mottee/N3169.)

Saak 2894/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **NBS Bank Beperk,** Eiser, en **Fanie Hlungwane,** Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 12 Augustus 1993, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op Woensdag, 6 Oktober 1993 om 12:00, aan die hoogste bieder, naamlik:

Erf 3898, Embalenhle-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 238 (tweehonderd agt-en-dertig) vierkante meter, gehou kragtens Akte van Transport TL18137/89.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, versekereer te word deur 'n goedgekeurde bank- of bougenootskapwaarborg, gelewer te word binne 21 (een-en-twintig) dae daarna, asook 4% (vier persent) afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Cornellweg 21, Evander, besigtig word.

Geteken te Secunda hierdie 15de dag van September 1993.

Els, Prokureurs vir Eiser, Checkersgebou, Posbus 47, Secunda. (Tel. 34-7788/34-7739.) (Verw. mev. Louw/eh.)

Saak 2578/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Saambou Bank Beperk,** Eiser, en **P. S. Monoto,** Eerste Verweerder, en **M. M. Monoto,** Tweede Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 19 Julie 1993, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op Woensdag, 6 Oktober 1993 om 12:00, aan die hoogste bieder, naamlik:

Erf 176, Embalenhle-uitbreiding 4-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 450 (vierhonderd-en-vyftig) vierkante meter, gehou kragtens Akte van Transport TL4641/89.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, versekereer te word deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 (een-en-twintig) dae daarna, asook 4% (vier persent) afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Cornellweg 21, Evander, besigtig word.

Geteken te Secunda hierdie 15de dag van September 1993.

Els, Prokureurs vir Eiser, Checkersgebou, Posbus 47, Secunda. (Tel. 34-7788/34-7739.) (Verw. mev. Louw/eh.)

Saak 2895/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **NBS Bank Beperk,** Eiser, en **N. P. Mohlala,** Eerste Verweerder, en **Lat Mohlala,** Tweede Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof, toegestaan op 9 Augustus 1993, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op Woensdag, 6 Oktober 1993 om 12:00, aan die hoogste bieder, naamlik:

Erf 5219, Embalenhle-uitbreiding 9-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 442 (vierhonderd twee-en-veertig) vierkante meter, gehou kragtens Akte van Transport TL7263/90.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, versekereer te word deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 (een-en-twintig) dae daarna, asook 4% (vier persent) afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Cornellweg 21, Evander, besigtig word.

Geteken te Secunda hierdie 15de dag van September 1993.

Els, Prokureurs vir Eiser, Checkersgebou, Posbus 47, Secunda. (Tel. 374-7788/34-7739.) (Verw. mev. Louw/eh.)

Saak 26300/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Catherina Susarah Maryna du Toit,** Verweerder

'n Verkoping in eksekusie van die eiendom hieronder beskrywe sal gehou word by die Balju Pretoria-Oos, Strubenstraat 142, Pretoria om 10:00, op 6 Oktober 1993.

(a) Deel 1 soos getoon en meer volledige beskryf op Deelplan SS48/89 in die gebou/e bekend as Erf 382 waarvan die vloeroppervlakte volgens die genoemde deelplan 68 (agt en sestig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou/e soos getoon en meer volledige beskryf op die genoemde deelplan, toegedeel aan die genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, gehou kragtens sertifikaat van geregistreerde deeltitel ST48/89 (Unit) gedateer 6 Maart 1989.

Die volgende besonderhede word verstrek maar nie gewaarborg nie.

Hierdie eenheid bekend as Sanet Hof 1, Rubenstein Rylaan, Moreleta Park, Pretoria is geleë in 'n blanke woongebied.

Verbeterings sluit in: Hoofgebou: Twee slaapkamers, badkamer, patio, kombuis, sitkamer, eetkamer, matte, teëls, steenmure, buitetoilet, dak is geteël. Buitegebou: Privaat tuin, stoep, afdak.

'n Aansienlike verband kan gereël word vir 'n goedgekeurde koper.

Die verkoopvoorwaardes sal ter insae lê by die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria.

V. Rea, Lippi & Els, Suite 515, Vyfde Verdieping, SA Perm-gebou, Paul Krugerstraat, Pretoria, 0002. (Tel. 325-5651/75/94.) (Verw. P. Els/ND0220/lal.)

Case 60191/92

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

In the matter between **Body Corporation of the Lorna Court Scheme,** Plaintiff, and **Mayisa, Lydia Thoko,** Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court, granted on 16 March 1993, and subsequent warrant of execution the following property will be sold in execution at 10:00 on 1 October 1993 at the offices of the Magistrate, in front of the Court-house, Fox Street entrance, Johannesburg namely:

Unit 45, Lorna Court, also known as Flat 46, Lorna Court, 52 Twist Street, Hillbrow, Johannesburg and take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Johannesburg East and contain *inter alia* the following provisions:

1. Ten per cent of purchase price on date of sale.

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

3. Possession subject to any Lease Agreement.

4. Reserve price to be read out at sale.

Dated at Johannesburg on the 10th day of September 1993.

Grant Kaplan & Friedgut, 11th Floor, 30 Simmonds Street, Johannesburg; P.O. Box 4027, Johannesburg, 2000. (Tel. 833-2244.) (Ref. JH/ci/L.3870.)

Case 97070/91
PH 176

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

In the matter between **City Council of Johannesburg,** Plaintiff, and **Kotze W. H.,** Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court, granted on 4 June 1992, the property listed hereunder will be sold in execution on Friday, 18 June 1993 at 10:00, in front of the Magistrate's Court, Fox Street Entrance, Johannesburg namely:

Erf 2014, Newclare, measuring 495 square metres, situate at 86 Market Road, Newclare, Johannesburg, held by Deed of Transfer T7645/1981, consisting of a old dwelling with blue and brown pillars on stoep & brown windows, 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 West, Second Floor, T.F.C. House, 32 Von Brandis Street, Johannesburg and contain *inter alia* the following provisions:

1. Ten per cent 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 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 Magistrate's Court Act and the rules made thereunder and of the Title Deeds in so far as these are applicable.

Dated at Johannesburg on the 6th 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. lr/R0710-2113.)

Case 4300/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Krishansamy, Subaya,** 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, the price subject to the Plaintiff's approval, will be held at the sale rooms of the Deputy Sheriff, 131 Marshall Street, Johannesburg on 21 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 Deputy Sheriff.

Certain: Unit 15, as shown and more fully described on Sectional Plan SS128/1983, in the building or buildings known as 203 Cranson Heights, Johannesburg of which the floor area, according to the sectional plan is 132 (one hundred and thirty-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 SS128/1983.

Also known as: 203 Cranson Heights, Klein Street, Hillbrow, Johannesburg.

And consisting of the following: A Sectional Title Unit consisting of Unit 15 on a single storey, the area measuring 132 (one hundred and thirty two) square metres in extent. Unit consists of an entrance hall, lounge, three bedrooms, bathroom with separate toilet and kitchen.

Construction: Brick and mortar. The unit is on the second floor of a nine floor block.

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

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) on the balance up to a maximum fee of R6 000 (six thousand rand). [minimum charge R100 (one hundred rand)].

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

Tarica-Bowes, Plaintiff's Attorneys, Third Floor, Delvers Square, cnr. Kerk & Delvers Streets, P.O. Box 10914, Johannesburg. (Tel. 29-7061.) (Ref. MS Bowes DK FI41.)

Case 7897/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Gregory Brian Khan,** First Defendant, and **Helen Irma Khan,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 16 August 1993, and writ of execution, issued pursuant thereto the property listed hereunder will be sold in execution on 29 October 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 265, Delmore Park Extension 2 Township, situated on 36 Du Preez Street, Delmore Park Extension 2, in the Township of Delmore Park Extension 2, District of Boksburg, measuring 325 (three hundred and twenty-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, 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, Boksburg.

Dated at Boksburg on this the 13th day of September 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666) (Ref: AF6330/Mrs Teixeira.)

Saak 7355/90

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **United Building Society Limited,** Eiser (Eksekusieskuldeiser), en **Morshead Properties (Pty) Ltd, R. D. G. Brodie, R. Duncan, S. J. A. en J. W. A. Morshead,** Verweerders (Eksekusieskuldenaars)

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging, gedateer 2 September 1993, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 15 Oktober 1993, by die kantore van die Balju, Beaconsfieldlaan 41A, Vereeniging om 10:00:

Beskrywing: Sekere verbeterde eiendom, geleë in die dorpsgebied Ironsyde, Registrasieafdeling IQ, Transvaal, synde Gedeelte 9 van Erf 1493, groot 831 (agthonderd een en dertig) vierkante meter (drie slaapkamerhuis met enkelgeriewe).

Die straatadres van die eiendom is Alidastraat 9, Ironsyde, De Deur, distrik Vereeniging.

Voorwaardes:

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

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

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

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

Gedateer te Vereeniging op hierdie 14de dag van September 1993.

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

Saak 8132/90

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **United Building Society Limited,** Eiser (Eksekusieskuldeiser), en **Delmore Bricks (Pty) Ltd, R. D. G. Brodie, J. W. A. Morshead,** Verweerders (Eksekusieskuldenaars)

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging, gedateer 30 Augustus 1993, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 15 Oktober 1993, by die kantore van die Balju, Beaconsfieldlaan 41A, Vereeniging om 10:00:

Beskrywing: Sekere verbeterde eiendom geleë in die dorpsgebied Ironsyde, Registrasieafdeling IQ, Transvaal, synde Gedeelte 51 van Erf 1501, groot 809 (agthonderd en nege) vierkante meter (drie slaapkamer teëldakwoning met dubbelgeriewe, dubbelmotorhuis en draadomheining).

Die straatadres van die eiendom is Pietastraat 51, Ironsyde, De Deur, distrik Vereeniging.

Voorwaardes:

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

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

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

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

Gedateer te Vereeniging op hierdie 14de dag van September 1993.

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

Saak 4780/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Eerste Nasionale Bank van SA Beperk,** Eiser (Eksekusieskuldeiser), en **David Jacobus Ellis, Marlene Ellis,** Verweerders (Eksekusieskuldenaars)

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 5 Augustus 1993, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 15 Oktober 1993, by die kantore van die Balju, Beaconsfieldlaan 41A, Vereeniging om 10:00:

Beskrywing: Sekere verbeterde eiendom geleë in die Walker's Fruit Farms Small Holdings, Registrasieafdeling IQ, Transvaal, synde Hoewe 356, groot 4,9993 (vier komma nege nege nege drie) hektaar ('n sewe slaapkamer sinkdakwoning met TV-kamer, rondawel, dubbelgeriewe, geen motorhuis, draad en betonomheining).

Die straatadres van die eiendom is Plot 356, Boundrystraat, Walkers Fruit Farms.

Voorwaardes:

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

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

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

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

Gedateer te Vereeniging op hierdie 14de dag van September 1993.

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

Saak 7359/90

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **United Building Society Limited,** Eksekusieskuldeiser, en **Morshead Properties (Pty) Ltd, S. J. A. & J. W. A. Morshead, R. Duncan, G. Brodie,** Eksekusieskuldenaars

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 30 Augustus 1993, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 15 Oktober 1993 om 10:00, by die kantore van die Balju, Beaconsfieldlaan 41A, Vereeniging.

Beskrywing: Sekere verbeterde eiendom geleë in die dorpsgebied Ironsyde, Registrasieafdeling IQ, Transvaal, synde Gedeelte 55 van Erf 1493, groot 800 (agt honderd) vierkante meter. Drieslaapkamerhuis met enkelgeriewe. Die straatadres van die eiendom is Elmariestraat 55, Ironsyde, De Deur, distrik Vereeniging.

Voorwaardes:

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

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

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

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

Gedateer te Vereeniging op hierdie 14de dag van September 1993.

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

Saak 8633/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **M. J. Venter,** Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 27 Januarie 1992 die onderstaande eiendom te wete:

Erf 526, Minnebron-dorpsgebied geleë te Bertie Meyerstraat 22, Minnebron, Brakpan bestaande uit 545 (vyfhonderd vyf-en-veertig) vierkante meter met sonering Residensieel 1 in eksekusie verkoop sal word op 15 Oktober 1993 om 11:00, te kantore van die Balju Prince Georgelaan 439, Brakpan, aan die hoogste bieër.

Die volgende verbeteringe skyn op die eiendom te wees maar word nie gewaarborg nie: Woning gebou van gepleisterde steen met sinkdak, bestaande uit sitkamer, woonkamer, eetkamer, drie slaapkamers, twee badkamers, kombuis. Buitegeboue bestaande uit motorhuis 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 Balju, Brakpan. 'n Substansiële bougenootskapslening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 13de dag van September 1993.

Frank le Roux Geyser & De Kock, Glenleyhuis, Kingswaylaan 116, Posbus 116, Brakpan. [Tel. (011) 744-4620/7.] (Verw. mev. Goosen/N771.)

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, 14 October 1993 at 10:00, **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% (ten per centum) of the purchased price plus 4% (four per centum) Sheriff's commission on date of sale and the balance plus interest at Plaintiff's current lending rates 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 6041/90:

Judgment Debtors: **Piet Lucas Mahlangu** and **Anna Fuduka Mahlangu.**

Property: Right of Leashold i.r.o. Erf 461, Emangweni Township, Registration Division IR, Transvaal, situated at 461 Emangweni Section, Tembisa.

Improvements: Dwelling-house consisting of lounge, three bedrooms, dining-room, toilet and kitchen: Outbuildings consisting of single garage and two outside rooms.

File Ref. L159/90:

Case 12850/93:

Judgment Debtors: **Ramakakatana John Mothupi** and **Ntsoaki Annah Mothupi.**

Property: Right of Leasehold i.r.o. Erf 9 Mpho Township, Registration Division IR, Transvaal, situated at 9 Mpho 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. LN3579.

Case 13064/93

Judgment Debtor: **Hilda Manthso Malatsi.**

Property: Right of Leasehold i.r.o. Erf 746 Sedibeng Township, Registration Division IR, Transvaal, situated at 746 Sedibeng 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.3583.

Case 13068/93

Judgment Debtors: **Latlhiwe John Bosaletsi** and **Kebonyeng Gloria Bosaletsi.**

Property: Right of Leasehold i.r.o. Erf 393 Maokeng Township, Registration Division IR, Transvaal, situated at 393 Maokeng Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, two bedrooms, bathroom, kitchen and dining-room.

File Ref. LN.3585.

L. J. Van der Heever, for Schumann Van der Heever & Slabbert, Permanent Plaza, 12 Voortrekker Street, Kempton Park. P.O. Box 67, Kempton Park.

CAPE · KAAP

Case 8220/93

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 **Mr Mark Jerome Booysen,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River dated 13 August 1993, the following will be sold in execution on 14 October 1993 at 09:30, on site to the highest bidder:

Erf 2867 (portion of 110), Eersterivier, 357 (three hundred and fifty-seven) square metres, held by Deed of Transfer T7506/93, situated at 10 Krause Street, 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 10% (ten per cent) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 390/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED

In the matter between **Nedcor Bank Limited** (No. 51/00009/06), Plaintiff, and **The executor of the estate of the late Candido Cabral** (Estate No. 10479/89), Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution dated 24 August 1993, the following property will be sold on Friday, 15 October 1993 at 11:00, to the highest bidder:

Erf 2968, Port Alfred, in the Municipality of Port Alfred, Division of Bathurst, in extent 865 (eight hundred and sixty-five) square metres, situated at 3 Hastings Place, Forest Downs, Port Alfred.

The following information is furnished in respect of the improvement, though in this respect nothing is guaranteed: Vacant land.

The property is zoned residential.

The sale aforesaid will take place at 3 Hastings Place, Forest Downs, Port Alfred.

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, which includes Value-Added Tax, together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed.

3. The full conditions of the sale may be inspected at the offices of the Plaintiff's attorneys, Sheriff and Magistrate, Port Alfred, and the said condition will be read out by the auctioneer immediately before the sale.

Dated at Port Alfred on this the 2nd day of September 1993.

Haycock & De Klerk, Plaintiff's Attorneys, 44 Van der Riet Street, Port Alfred. (Ref. Mr De Klerk/2197.)

Case 12630/92

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

ABSA Bank Limited, trading as United Bank *versus* **Julian Classen**

The following property will be sold in execution in front of the Court-house for the District of Goodwood, on Thursday, 14 October 1993 at 11:00, to the highest bidder:

Erf 1912, Matroosfontein, in extent 483 (four hundred and eighty-three) square metres, held by T78421/91, situated at 7 First Avenue, Bishop Lavis, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, toilet and garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U1430/gl.)

Case 1456/93

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

ABSA Bank Limited, trading as Allied Bank *versus* **Johannes Arnold Erwin Prozesky** and **Mari Prozesky**

The following property will be sold in execution at the site of the property, 7 Provence, Strand, Cape, on Wednesday, 13 October 1993 at 10:00, to the highest bidder:

Erf 9516, the Strand, in extent 927 (nine hundred and twenty-seven) square metres, held by T47531/91, situated at 7 Provence, Strand, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, dining-room, kitchen, four bedrooms, two bathrooms/toilets, shower/toilet and garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3A0174/gl.)

Case 7019/93

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

ABSA Bank Limited, trading as United Bank *versus* **Donavon Deon Meyer**

The following property will be sold in execution in front of the Court-house for the District of Goodwood, on Thursday, 14 October 1993 at 11:00, to the highest bidder:

Erf 19134, Goodwood, in extent 471 (four hundred and seventy-one) square metres, held by T52807/92, situated at 1 Balvenie Avenue, Elnor, Elsies River, Cape.

1. The following improvements are reported but not guaranteed:

Outbuilding: Garage and servants' quarters.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per 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 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0244/gl.)

Case 4716/92

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 **Christopher Michael Westhead,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Malmesbury, dated 29 October 1992 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 12 October 1993 at 10:00:

Erf 1340, Melkbosch Strand, in the local area of Melkbosch Strand, Cape Division, in extent 941 (nine hundred and forty-one) square metres.

Street address: 13 Tarentaal Way, Melkbosstrand.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed:

Entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom with toilet and shower, separate toilet and double garage.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 11 St John's Street, Malmesbury.

4. Payment shall be effected as follows:

10% (ten per cent) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 17,25% (seventeen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Bellville on the 6th day of September 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 9187/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Ivan Neville September,** First Execution Debtor, and **Florinthia September,** Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain, dated 24 June 1993 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court-house at Wynberg, to the highest bidder on 13 October 1993 at 10:00:

Erf 393, Weltevreden Valley, in the local area of Weltevreden Valley, Cape Division, in extent 412 (four hundred and twelve) square metres.

Street address: 10 Oxford Crescent, London Village, Weltevreden Valley.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed:

Single dwelling with brick walls under tiled roof, consisting of three bedrooms, kitchen, lounge and toilet/bathroom.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 7 Electric Street, Wynberg.

4. Payment shall be effected as follows:

10% (ten per cent) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 19% (nineteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Bellville on the 6th day of September 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 69952/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Esther Anne Africa,** First Execution Debtor, **Georgina Lynette Africa,** Second Execution Debtor, **Charlene Wilma Joyce Africa,** Third Execution Debtor, and **Victoria Olive May Grantham,** Fourth Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg dated 9 August 1993 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court-house at Wynberg, to the highest bidder on 13 October 1993 at 10:00:

81018 Cape Town, at Heathfield, in the City of Cape Town, Cape Division, in extent 485 (four hundred and eighty-five) square metres.

Street address: 35 Rochester Road, Heathfield.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed:

Brick dwelling consisting of approximately three bedrooms, bathroom, kitchen, lounge, dining-room and garage under tiled roof.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 7 Electric Street, Wynberg.

4. Payment shall be effected as follows:

10% (ten per cent) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16,75% (sixteen comma seven five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Bellville on the 6th day of September 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 3962/93

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 **Stephen Daniel Maart,** First Execution Debtor, and **Cornelia Cecilia Maart,** Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 10 August 1993, and a warrant of execution issued thereunder, 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 18 October 1993 at 09:30:

Erf 9696, Brackenfell, in the Scottsdene Local Area, Stellenbosch Division, in extent 238 (two hundred and thirty-eight) square metres.

Street address: 8 Golden Hill, North Pine, Brackenfell.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Three bedrooms, bathroom/w.c., kitchen, dining-room and lounge.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 6th day of September 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 1718/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedcor Bank Limited *versus* **Reuben Archibald Sanders**

In pursuance of a judgment dated 1 September 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, 8 October 1993 at 15:00:

Remainder Erf 198, Charlo, in the Municipality and Division of Port Elizabeth, in extent 3 153 (three thousand one hundred and fifty-three) square metres, situated at 37 Martin Road, Springfield, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof, consisting of 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 Buiding, 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 the date of sale.

Dated 6 September 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 18386/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited *versus* **Solomon Msimbothi Skosana**

In pursuance of a judgment, dated 1 July 1993 and an attachment on 17 August 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, 8 October 1993 at 14:15:

Erf 20794, Boastville, Administrative District of Port Elizabeth, in extent 237 (two hundred and thirty-seven) square metres, situated at 79 Singapi Street, New Brighton, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached, brick dwelling under an asbestos roof, consisting of bedroom, 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 days of sale. Sheriff's charges 4% (four per cent) are also payable on date of sale.

Dated 6 September 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 22078/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, Plaintiff *versus* **Herbert Jayiya,** First Defendant, and **Lulama Shiela Jayiya,** Second Defendant

In pursuance of a judgment, dated 3 August 1993, and an attachment on 6 September 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, 8 October 1993 at 14:15:

Erf 2027, kwaMagxaki Extension 2, in the Administrative District of Port Elizabeth, in extent 365 (three hundred and sixty-five) square metres, situated at 33 Ngona Street, kwaMagxaki, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under a tiled roof, consisting of three bedrooms, 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 of the Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance including VAT if applicable against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges 4% (four per cent) are also payable on date of sale.

Dated the 9th day of September 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 841/91

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedperm Bank Limited *versus* **Gcobani, Mtya, N.O.**

In pursuance of a judgment dated 1 July 1992 and an attachment, the right of leasehold to the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 8 October 1993 at 15:00:

Erf 50119, kwaZakhele, Administrative District of Port Elizabeth, in extent 524 (five hundred and twenty-four) square metres, situated at 119 Salamntu Street, kwaZakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling consisting of a shop.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, 15 Rink Street, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R100 plus VAT] are also payable on date of sale.

Dated at the 9th day of September 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 40920/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **Nedcor Bank Limited** Plaintiff *versus*, and **Gladstone Mvuselelo Langabi,** First Defendant, and **Vuyiswa Joster Langabi,** Second Defendant

In pursuance of a judgment dated 19 January 1993 and an attachment on 10 March 1993, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 8 October 1993 at 14:15:

Erf 19987, McNamee Village, in the Administrative District of Port Elizabeth, in extent 203 (two hundred and three) square metres, situated at 17 Tshiwula Street, New Brighton, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached, brick dwelling under an asbestos roof, consisting of two bedrooms, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance including VAT if applicable against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges (4%) are also payable on date of sale.

Dated at the 9th day of September 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 7606/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedperm Bank Limited *versus* **Nqabohlanga Mabope**

In pursuance of a judgment dated 23 September 1992 and an attachment on 5 November 1992, 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, 8 October 1993 at 14:15:

Erf 14851, Ibhayi at Elundini, Administrative District of Port Elizabeth, in extent 240 (two hundred and forty) square metres, situated at 4 Maqanda Street, New Brighton, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached, brick dwelling under an asbestos roof, consisting of bedroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges 4% (four per cent) are also payable on date of sale.

Dated the 9th day of September 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 1944/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedcor Bank Limited *versus* **Steffen Vogel** and **Carolene Alitisha Vogel**

In pursuance of a judgment dated 1 September 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, 8 October 1993 at 15:00:

Erf 1007, Kabega, in the Municipality and Division of Port Elizabeth, in extent 1 060 (one thousand and sixty) square metres, situated at 253 Great West Way, Rowallan Park, Port Elizabeth.

While nothing is guaranteed, it is understood that the property is a detached brick dwelling under a tiled roof, consisting of three bedrooms, two bathrooms, lounge, dining-room, kitchen, two garages and two carports.

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: 6 September 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 5565/93

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 **Patrick John Hawes,** First Defendant, and **Johanna Elizabeth Hawes,** Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution, dated 27 May 1993 the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Monday, 11 October 1993 at 09:00, to the highest bidder:

Certain Erf 9503, Brackenfell, in the Local Area of Scottsdene, Stellenbosch Division, in extent 362 (three hundred and sixty-two) square metres, held by Deed of Transfer T22795/91, also known as 16 Baraco Crescent, North Pine, Brackenfell, 7560.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent credtor 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 8th day of September 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellvile. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP Z19035.)

Saak 6605/91
Saak 5828/90

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Kaap die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **Standard Bank van Suid-Afrika Beperk,** Eiser, en **Daniel Andries Malan,** Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof, en 'n lasbrief tot uitwinning teen onroerende goedere gedateer 25 Junie 1991 word die ondergemelde eiendom op 15 Oktober 1993 om 11:00, deur die Balju by die adres van die eiendom, Paardekraalweg 6, Hartenbos, geregtelik verkoop:

Erf 189, Hartenbos, in die munisipaliteit Hartenbos, afdeling Mosselbaai, groot 952 vierkante meter, gehou kragtens Transportakte T34647/76.

Die verkoping sal onderhewig wees aan die volledige voorwaardes soos voorgelees sal word deur die Balju tydens die veiling, welke voorwaardes ter insae sal lê in die kantoor van die Balju van die bovermelde Hof en in die kantoor van die ondergetekende.

1. Die verkoping sal onderhewig wees aan die terme en voorwaardes van die Wet op Hooggeregshowe. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande titelbewys. Die hoogste bieder sal die koper wees.

2. Een tiende ($\frac{1}{10}$) van die koopprys moet kontant of deur middel van 'n bankgewaarmerkte tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprys, tesame met rente daarop teen heersende bouverenigingskoers, moet teen registrasie deur middel van 'n bank- of bougenootskapwaarborg ontvang word.

Gedateer te Kaapstad hierdie 10de dag van September 1993.

Vorster & Le Roux, Prokureurs vir Eiser, Mediesesentrum 1020, Strandgebied, Kaapstad.

Case 2877/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **ABSA Bank Limited,** trading as Allied Bank, Plaintiff, and **The Trustees for the time being of the Graham Family Trust,** Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Somerset West, and writ of execution dated 30 July 1993 the following property will be sold in execution, at the site of the property, 7 Bird Street, Somerset West, on Tuesday, 12 October 1993 at 12:00, to the highest bidder:

Certain Erf 8199, Somerset West, in the Municipality of Somerset West, Division of Stellenbosch, in extent 5 206 (five thousand two hundred and six) square metres, held by Deed of Transfer T38088/92, also known as 7 Bird Street, Somerset West, 7130.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising an entrance-hall, lounge, dining-room, familyroom, study, pantry, kitchen, six bedrooms, two bathrooms, two w.c.'s, two garages and staff room.

3. *Payment:* Ten per cent (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on the 31st day of August 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SPZ20025.)

Case 3296/93

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 **George Martin Petersen,** First Defendant, and **Johenna Loretta Joan Petersen,** Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution, dated 18 June 1993 the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Monday, 11 October 1993 at 09:00, to the highest bidder:

Certain Erf 7271, Kuils River, in the Municipality of Kuils River, Division of the Cape, in extent 275 (two hundred and seventy-five) square metres, held by Deed of Transfer T64832/92, also known as 6 Planeet Street, Kuils River, 7580.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on the 7th day of September 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP Z18270.)

Case 7248/93

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 **Joe Harriff,** First Defendant, and **Elsie Elizabeth Harriff,** Second Defendant, and **Alexander Martin Crouch,** Third Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River and writ of execution dated 5 July 1993, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Monday, 11 October 1993 at 09:00, to the highest bidder:

Certain Erf 3650, Blue Downs, situated in the Local Area of Blue Downs, Administrative District of Stellenbosch, in extent 315 (three hundred and fifteen) square metres, held by Deed of Transfer T11117/91, also known as 29 Tambotie Street, Hillcrest, Blue Downs, 7100.

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interst 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 6 September 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7] (Ref. GJV/SP Z19972.)

Case 3141/91

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

In the matter between **ABSA Bank Limited,** trading as United Bank, Plaintiff, and **John Henry Leith,** First Defendant, and **Bahihewah Leith,** Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Stellenbosch and warrant of execution dated 2 August 1993, the following property will be sold in execution at the premises namely 74 Lackay Street, Tennantville, Stellenbosch, on 12 October 1993 at 09:30, to the highest bidder:

Erf 8812, Stellenbosch, situated in the Municipality and Division of Stellenbosch, measuring 287 (two hundred and eighty-seven) square metres, held by Deed of Transfer T26523/1989, also known as 74 Lackay Street, Tennantville, Stellenbosch, Cape.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: Kitchen, lounge, three bedrooms and bathroom/w.c./shower.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16,75% (sixteen comma seven five per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by 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 Magistrate's Court immediately prior to the sale may be inspected at his office.

Meintjes & Champion, Attorneys for the Judgment Creditor, Second Floor, United Building, Plein Street, Stellenbosch.

Case 2319/92

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

In the matter between **ABSA Bank Limited,** trading as United Bank, Plaintiff, and **Solomon Johannes Williams,** First Defendant, and **Maria Magdalena Williams,** Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Stellenbosch and warrant of execution dated 29 July 1992, the following property will be sold in execution at the premises namely 24 Lackay Street, Tennantville, Stellenbosch, on 12 October 1993 at 09:00, to the highest bidder:

Erf 8787, Stellenbosch, situated in the Municipality and Division of Stellenbosch, measuring 450 (four hundred and fifty) square metres, held by Deed of Transfer T18783/1987, also known as 24 Lackay Street, Tennantville, Stellenbosch, Cape.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. The full improvements on the property are reported but nothing is guaranteed:

Lounge, dining-room/kitchen, three bedrooms, bathroom/w.c., shower/w.c. and attached 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 interest at the current rate of 16,75% (sixteen comma seven five) per centum, per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by 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 Magistrate's Court immediately prior to the sale may be inspected at his office.

Meintjes & Champion, Attorneys for the Judgment Creditor, Second Floor, United Building, Plein Street, Stellenbosch.

Case 2835/91

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

ABSA Bank Limited, trading as United Bank *versus* **George Edward America** and **Elizabeth America**

The following property will be sold in execution at the site of the property, 35 Mydrecht Street, Rusthof, Strand, Cape, on Wednesday, 20 October 1993 at 10:00, to the highest bidder:

Erf 10465, portion of Erf 2534, Strand, in extent 251 square metres, held by T18822/1988, situated at 35 Mydrecht Street, Rusthof, Strand, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet. Flatlet: Two bedrooms, kitchen and toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U0864/gl.)

Case 505/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

ABSA Bank Limited, trading as United Bank *versus* **Gaye Rene Wyngaard**

The following property will be sold in execution at the site of the property, Erf 723, Noordhoek, Sea Cottage Drive, Crofters Valley, Noordhoek, Cape, on Wednesday, 13 October 1993 at 11:00, to the highest bidder:

Erf 723, Noordhoek, in extent 4 054 square metres, held by T14349/1992, situate at Erf 723, Noordhoek, Sea Cottage Drive, Crofters Valley, Noordhoek, Cape.

1. The following improvements are reported but not guaranteed:

Vacant land.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0056/gl.)

Case 2076/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank *versus* **Thembisile Roro** and **Buyiswa Eunice Roro**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 13 October 1993 at 10:00, to the highest bidder:

Erf 24092, Khayelitsha, in extent 270 square metres, held by T69957/1988, situated at 6 Plum Crescent, Tembani Village, Khayelitsha, Cape.

1. The following improvements are reported but not guaranteed:

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

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0355/gl.)

Case 11154/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank *versus* **John Charles Baxter** and **Frances Baxter**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 13 October 1993 at 10:00, to the highest bidder:

Erf 17079, Mitchells Plain, in extent 207 square metres, held by T7288/1991, situated at 30 Riversdale Way, Portland, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U1351/gl.)

Case 2808/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **Andry Dippenaar** and **Sonja Dippenaar**

The following property will be sold in execution at the site of the property, 1 Tinktinkie Avenue, Nederburg, Kuils River, Cape, on Monday, 18 October 1993 at 11:00, to the highest bidder:

Erf 5429, Kuils River, in extent 783 square metres, held by T52468/1988, situated at 1 Tinktinkie Avenue, Nederburg, Kuils River, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, three bedrooms, dressing-room, bathroom/shower, toilet, store-room and attached single garage and double garage under construction.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0375/gl.)

Case 46962/91

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

ABSA Bank Limited, trading as United Bank *versus* **Henry Peter de Villiers** and **Magdalena de Villiers**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 13 October 1993 at 10:00, to the highest bidder:

Erf 6123, Mitchells Plain, in extent 168 square metres, held by T35287/1990, situated at 31 Buckingham Way, Portland, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

Semi-detached dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U1157/gl.)

Saak 6472/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **Worcester Munisipaliteit,** Eiser, en **J. H. Voight,** Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en lasbrief tot uitwinning, sal die ondergenoemde eiendom op die perseel van die eiendom self op 15 Oktober 1993 om 11:00, aan die hoogste bieder verkoop word:

Erf 9053, Worcester, geleë te Wedastraat 24, Worcester, in die Munisipaliteit en afdeling Worcester, groot 303 (driehonderd en drie) vierkante meter.

Voorwaardes: Die verkoping is onderhewig aan die betaling in kontant van ten minste 20 persent van die koopprys op die datum van verkoping en dat 'n bank- of bougenootskapwaarborg verskaf word binne 21 dae vanaf die verkoopdatum vir die balans van genoemde koopprys. In geval van Eiser self die koper is sal die voorwaardes ten opsigte van die 20% (twintig persent) deposito nie van toepassing wees nie.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan nou reeds nagegaan word by die kantoor van die Balju van die Landdroshof, Worcester.

Gedateer te Worcester op die 27ste dag van Augustus 1993.

Conradie & Vennote, Prokureurs vir Eiser, Stockenstromstraat 23, Worcester.

Case 9303/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **William Walter Carls** and **Denise Emelda Carls**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 11 October 1993 at 10:00, to the highest bidder:

Erf 8403, Brackenfell, in extent 320 square metres, held by T54132/1989, situated at 8 Rochelle Way, Northpine, Brackenfell, Cape.

1. The following improvements are reported but not guaranteed:

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

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D0U2473/gl.)

Case 1398/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **Andrew William Lawrence** and **Theresa Pearl Lawrence**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 11 October 1993 at 10:00, to the highest bidder:

Erf 6644, Brackenfell, in extent 452 square metres, held by T46541/1990, situated at 15 Windsor Way, Northpine, Brackenfell, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, three bedrooms, bathroom/toilet and detached single garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0250/gl.)

Case 6185/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT KUILS RIVER HELD AT KUILS RIVER

Absa Bank, trading as United Bank, *versus* **Peter Sylvester Mentoor,** and **Patricia Mentoor**

The following property will be sold in execution in front of the Court-house for the district of Kuils River, on Monday, 11 October 1993 at 10:00, to the highest bidder:

Erf 1003 Blue Downs, in extent 519 square metres, held by T55177/1989, situated at 4 Vrede Street, Tuscany Glen, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, dining-room, kitchen. Family-room, three bedrooms, main-en suite shower, bathroom/toilet and store.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) p.a. 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. DoU1841/gl.)

Case 8215/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

Absa Bank Limited, trading as **Allied Bank,** *versus* **Mark Anthony Stallbaum** and **Suzanne Stallbaum**

The following property will be sold in execution if front of the Court-house for the district of Kuils River, on Monday, 11 October 1993 at 10:00, to the highest bidder:

Erf 5364 Eerste River, in extent 326 square metres, held by T63785/1992, situated at 18 Barbara Street, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, two bedrooms, en suite bathroom/toilet, shower and toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are te 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 D3A0399/gl.)

Case 6270/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT KUILS RIVER HELD AT KUILS RIVER

Absa Bank Limited, trading as, **Allied Bank** *versus* **Lukas Willemse,** and **Elsie Willemse**

The following property will be sold in execution in front of the Courthouse for the district of Kuils River, on Monday, 11 October 1993 at 10:00, to the highest bidder:

Erf 499, Blue Downs, in extent 250 square metres, held by T82359/1992, situated at 7 Kirchen Crescent, Silversands, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, two bedrooms, Bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounsts 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 offfice of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3A0299/gl.)

Case 2610/93

IN THE MAGISTRATE'S COURT OF THE DISTRICT OF BELVILLE HELD AT BELVILLE

Absa Bank Limited, trading as, **United Bank** *versus* **Mogamat Suaib Booley,** and **Fatima Booley**

The following property will be sold in execution in front of the Courthouse for the district of Belville, voortrekker Road, Belville, Cape, on Monday, 11 October 1993 at 14:00, to the highest bidder:

Erf 15097, Belville, in extent 533 square metres, held by T29999/1977, situated at 5 Dahlia Street, Belhar, Cape.

1. The following improvements are reported but not guaranteed: Double-storey dwelling, lounge, dining-room, kitchen, five bedrooms, dressing-room, three bathromms/shower/toilet. Parially complete downstairs lounge.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are te 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. D0U2001/gl.)

Case 5827/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **Godfire Lakay** and **Sarah Lakay**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 11 October 1993 at 10:00, to the highest bidder:

Erf 1453, Gaylee, in extent 300 square metres, held by T6672/1988, situated at 3 Matroosberg Crescent, Gaylee, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0277/gl.)

Saak 486/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk,** Verweerder, en **C. van Rooyen,** Verweerder

Eiendom geleë te Norfokweg 39, Pine Lea, Brackenfell.

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 6 Maart 1992, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Norfokweg 29, Pine Lea, Brakcenfell, per publieke veiling te koop aangebied op 15 Oktober 1993 om 11:30:

Erf 8557, Braceknfell, ook bekend as Norfolkweg 29, Pine Lea, Brackenfell, afdeling Stellenbosch, groot 264 vierkante meter, gehou kragtens Transportakte T51695/88.

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 vand 'n bod, kan die eiendom onmmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju 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 21% (een-en-twintig persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die 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 die 3de dag van September 1993.

Bill Token Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EVN167.)

Case 6102/93

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

In the matter between **Saambou Bank Limited** (formerly Saambou National Building Society), Execution Creditor, and **S. J. Bernardo,** Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 17 August 1993 and in pursuance of an attachment in execution, dated 20 August 1993, a sale by public auction will be held din front of the Magistrate's Court, Uitenhage, on Thursday, 7 October 1993 at 11:00, of the following immovable property, situated at 1 Arum Street, Despatch:

Zoned: Residential, being Erf 4901, Despatch, in the Municipality of Despatch, Division of Uitenhage, in extent 675 square metres, held by Stephanus Johannes Bernardo, under Deed of Transfer T84536/92, 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 brick dwelling under concrete tiles with lounge, dining-room, two bedrooms kitchen, bathroom and toilet with single garage.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent) of the purchase price and 4% (four per cent) Sheriff's (auctioneer's) charges in cash at the time of the sale, the balance against transfer to be secured by a bank, 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 6th day of September 1993.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Saak 2016/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Andrew Schmidt Vervoer BK,** Eiser, en **Andre van der Hoogen,** Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis in bostaande saak, sal die eiendom hierna vermeld, per openbare veiling verkoop word op Donderdag, 14 Oktober 1993 om 12:00, te Salisburylaan 48, Kenridge, Durbanville, een halwe aandeel in:

Erf 149, Kenridge, in die Munisipaliteit Durbanville, afdeling Kaap, groot 1 024 vierkante meter, gehou kragtens Transportakte T76080/88.

Die eiendom is geleë te Salisburylaan 48, Kenridge, Durbanville, en bevat: 'n Woonhuis van baksteen wat bestaan uit: Sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, dubbelgarage en swembad.

Veilingsvoorwaardes:

1. Die eiendom word aan die hoogste bieder verkoop, onderworpe aan die bepalings van die Wet op Landdroshowe, en die reëls daarvolgens uitgevaardig en van die titelbewys insoverre dit van toepassing is.

2. Tien persent (10%) van die koopprys moet betaal word by ondertekening van die veilingsvoorwaardes of andersins soos die Balju mag reël. Die balans van die koopprys, tesame met rente teen 18,5% (agtien komma vyf persent) per jaar bereken vanaf datum van besit tot datum van betaling, moet betaal word teen registrasie van die eiendom in naam van die koper. Die balans koopprys moet binne veertien (14) dae na datum van die veiling versekureer word deur 'n goedgekeurde bankwaarborg.

3. Die volledige veilingsvoorwaardes lê ter insae by die kantore van die Balju geleë te Northumberlandweg 29, Bellville, en sal onmiddellik voor die veiling uitgelees word.

Van der Spuy & Vennote, Prokureurs vir Eiser, Thomstraat 36, Paarl.

Case 25616/91

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

In the matter between **Lamken Homes CC,** trading as Build-O-Rama, Execution Creditor, and **C. L. Hoffman,** Execution Debtor

Be pleased to take notice that pursuant to the judgment of the above Honourable Court, the following property without a reserve, will be sold in execution to the highest bidder on 8 October 1993 at 10:45 on site:

Erf 26939, Bellville, situated at 11 Rose Crescent, Belhar, measuring in extent 490 square metres, held under Deed of Transfer T27051/1991.

Terms and conditions:

1. The sale is subject to the regulations 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.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon as provided in the further conditions of sale to be paid against registration of transfer, and secured within 14 (fourteen) days after the date of sale by a bank or building society guarantee.

3. *Conditions:* The full conditions of sale will be read out at the time of the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Bellville.

Dated at Cape Town this 27th day of August 1993.

Colin Fortes Attorneys, Plaintiff's Attorneys, Eighth Floor, 45 Castle Street, Cape Town. (Ref. FJP/mf/L152.)

Saak 2171/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen Saambou Bank, Eiser, en **I. S. Tsiolo,** Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros, Kimberley, op 21 Julie 1993, en lasbrief vir eksekusie, sal die volgende eiendom in eksekusie verkoop word op 14 Oktober 1993 om 10:00 voor die Landdroskantoor, Kimberley, deur die Balju, Kimberley, aan die persoon wat die hoogste bod maak, naamlik:

Sekere Erf 13048, Galeshewe, geleë in die dorp Galeshewe, in die munisipaliteit van Galeshewe en administratiewe distrik Kimberley, beter bekend as Lehututulaan 13048, Thlageneg, Galeshewe, Kimberley.

Groot: 310 (driehonderd en tien) vierkante meter.

Sonering: Woningdoeleindes alleenlik.

Gehou kragtens Transportakte T327/91 gedateer 13 November 1991.

Onderworpe aan Verbandakte BL260/1991 ten gunste van Saambou Bank.

Die verkoopvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

Terme: 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.

Geteken te hierdie 7de dag van September 1993 te Kimberley.

Van de Wall & Vennote, Prokureur vir Eiser, Van de Wallgebou, Southeystraat, Kimberley, 8301.

Case 494/93

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

In the matter between **ABSA Bank Limited,** trading as United Bank, Judgment Creditor, and **Christiaan Lodewyk de Jongh,** Judgment Debtor

The following property will be sold in execution by public auction held at Clanwilliam Court, to the highest bidder on 5 October 1993 at 10:00:

Description: Erf 1493, Citrusdal, in the Municipality of Citrusdal, Clanwilliam Division.

In extent: 907 (nine hundred and seven) square metres.

Postal address: 3 Vreder Street, Citrusdal.

Improvements: Dwelling: Three bedrooms, bathroom/toilet, lounge/dining-room, kitchen, garage and carport.

Held by Deed of Transfer T38119/89.

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. *Payment:* 10% (ten per cent) 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 guaratee within 14 (fourteen) days of the date of sale.

Dated at Parow this 6th day of September 1993.

H. C. Van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W50682/HVN/Mrs Wolmarans.)

Saak 18774/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAP GEHOU TE KAAPSTAD

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Trustbank, Eiser, en **Peter Sidney Herman (TDW/cs/Z11095),** Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Kaapstad gedateer 15 Julie 1993 en 'n lasbrief vir eksekusie, word die eiendom hieronder beskryf op die perseel te Albowstraat 32, Albowville, Rugby, per geregtelike veiling aangebied op Donderdag, 7 Oktober 1993 om 10:30:

Erf 19329, Kaapstad, in die munisipaliteit Kaapstad, te Rugby.

Groot: 595 vierkante meter, gehou kragtens Transportakte T11123/85.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende ($\frac{1}{10}$) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 29% (nege-en-twintig persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en genoem word.

3. Alhoewel niks gewaarborg word nie, is die eiendom verbeter met 'n drieslaapkamerwoonhuis met kombuis, sitkamer, badkamer en toilet. Die mure is van baksteen en die dak is van asbes. Daar is 'n vibracrete omheining rondom die eiendom.

Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Geregsbode, Kaapstad, en in die kantoor van die ondergetekende.

Gedateer te Kaapstad hierdie 6de dag van September 1993.

Marais Müller, Prokureur vir Vonnisskuldeiser, Vyfde Verdieping, Regisgebou, Adderleystraat, Kaapstad. (Verw. T. R. de Wet/cs/Z11095.)

Case 6213/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Ravi Investments CC,** Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 21 June 1993, the following property will be sold on 8 October 1993 at 09:00 to the highest bidder subject to the provisions of the conditions of sale:

Erf 23985, East London, Municipality and division of East London in extent of 1 184 (one thousand one hundred and eighty-four) square metres, held under T219/93, known as 11 Teakwood Place, Braelyn Heights, East London.

The sale aforesaid will take place at the property itself being 11 Teakwood Place, Braelyn Heights, 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 five bedrooms, lounge, family room, study, kitchen, dining-room, two garages and swimming-pool.

Dated at East London on this 27th day of August 1993.

Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. C. Kloot/tdj.)

Case 12459/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **ABSA Bank** (United Bank Division), Plaintiff, and **Frederick Johannes Bruwer** (adult male), Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 25 February 1991, the following property will be sold on Friday, 8 October 1993 at 12:00, at the property, 9 Forest Road, Beacon Bay, East London, to the highest bidder:

Erf 104, Beacon Bay, East London North Township, Municipality of Beacon Bay, Division of East London, in extent 1 372 (one thousand three hundred and seventy-two) square metres, held by Deed of Transfer 499/1970, also known as 9 Forest Road, Beacon Bay, East London, subject to the conditions referred to in the said deed of transfer.

1. The purchaser shall pay 10% (ten per centum) of the purchase price at the time of the sale and the unpaid balance thereof, together with interest to be secured, by way of an approved bank or building society guarantee to the Plaintiff's conveyancers within 14 (fourteen) days of date of sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act as also to the provisions of the title deed.

3. The property shall be sold subject to any existing tenancy and if a bid is insufficient to meet the claim of the Execution Creditor the property shall be sold free of such tenancy.

Subject to the aforegoing, the purchaser shall be entitled to possession from the date of sale.

4. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately prior to the sale.

5. The following information is furnished but not guaranteed:

Single storey, brick under asbestos slate, lounge, dining-room, study, three bedrooms, bathroom/toilet and kitchen.

Outbuildings: Double garage, servant's room and toilet.

Dated at East London this 27th day of August 1993.

Russell Esterhuizen Nel & De Klerk, Judgment Creditor's Attorneys, 8 Graham Road, Southernwood, East London. (Ref. I. Russell.)

Case 26863/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Wynand Jordaan,** Defendant

In the above matter a sale will be held on Wednesday, 13 October 1993 at 12:00, at the site of 24 McGuinness Street, Parow, being:

Erf 5247, Parow, in the Municipality of Parow, Cape Division, measuring 625 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 18% (eighteen 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 complete dwelling with three bedrooms, lounge, dining-room, bathroom, toilet, kitchen and single garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/as.)

Saak 17772/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Joan Ada de Doncker,** Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, en 'n eksekusie lasbrief gedateer 23 Julie 1993, sal die ondergemelde eiendom verkoop word op 15 Oktober 1993 om 14:15, by die nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju van die Landdroshof, Port Elizabeth-Suid:

Erf 3388, Hunters Retreat, in die munisipaliteit en afdeling Port Elizabeth, groot 888 vierkante meter, ook bekend as Norfolkstraat 72, Sherwood, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 30ste dag van Augustus 1993.

Roman Greyvenstein, vir Greyvensteins Ing., St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. R. Greyvenstein/sh/Z11507.)

Case 8843/93

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

In the matter between **ABSA Bank Limited,** trading as United Bank, Judgment Creditor, and **Joao Gabriel Goncalves,** Judgment Debtor

The following property will be sold in execution by public auction held at Goodwood Court, to the highest bidder on 18 October 1993 at 11:00:

Description: Erf 22731, Goodwood, in the Municipality of Goodwood, Cape Division, in extent two hundred and thirty-nine (239) square metres.

Postal address: 6 Manfred Manor, Cook Street, Goodwood.

Improvements: Dwelling: Lounge, kitchen, three bedrooms, one and a half bathroom, garage and carport, held by Deed of Transfer T5331/92.

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 30th day of August 1993.

Van Niekerk H. C., for Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W50706/HVN/Mrs Wolmarans.)

Case 41061/92

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 **Gladwin Nqabisile Buso,** Defendant

In pursuance of a judgment dated 20 January 1993, and an attachment on 26 February 1993, the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on 8 October 1993 at 14:15:

Erf 836, Motherwell, NU3, Administrative District of Uitenhage, in extent 281 (two hundred and eighty-one) square metres, situated at 137 Ngabangaba Street, Motherwell, NU3.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty-one (21) days of sale. Sheriff's charges (4%) four per cent are also payable on date of sale.

Dated at Port Elizabeth on this the 2nd day of September 1993.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 1603/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **First National Bank of Southern Africa Limited,** Judgment Creditor, and **Adriaan Nel,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate of Simon's Town, dated 16 July 1993 and a warrant of execution, against immovable property dated 16 July 1993, the following property will be sold in execution at the site, being 32 Main Road, Muizenberg, on Wednesday, 13 October 1993 at 13:00, to the highest bidder:

Remainder Erf 86532, Cape Town, at Muizenberg, Municipality of Cape Town, Cape Division, in extent 467 (four hundred and sixty-seven) square metres, held by Deed of Transfer T54667/1989, situated at and also known as 32 Main Road, Muizenberg.

The following information is furnished *re* the improvements on the property though in this respect nothing is guaranteed: The property consists of a brick dwelling-house consisting of four bedrooms, two bathrooms, two lounges, kitchen, dining-room, garage and iron roof.

Conditions of sale:

1. The property shall be sold subject to the terms and conditions of the Magistrates' Courts Act, and the rules thereunder and of its title deeds and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. 10% (ten per centum) of the purchase price shall be paid in cash or by bank- or building society-guaranteed cheque upon signature of the conditions of sale and the full balance together with interest at the current rate of 16% (sixteen per cent) per annum calculated on the amount of the Judgment Creditor's claim, which said claim is secured under its first mortgage bond and second mortgage bond (and in the event of there being any other preferent creditor then also the interest payable upon such creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days from the date of sale.

3. The full conditions of the sale which will be read out by the Sheriff immediately prior to the sale may be inspected at the office of the Sheriff for the Magistrate's Court of Simon's Town.

Dated at Muizenberg this 2nd day of September 1993.

Gerhard Klopper, for G. P. J. Klopper, Attorneys for Judgment Creditor, Sawas Building, 146 Main Road, Muizenberg. (Tel. 788-1111/2.) (Ref. GK/ds/3590.)

Saak 16507/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Kraaifontein Munisipaliteit,** Eiser, en **M. A. Links** en **H. J. Links,** Verweerders

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op 12 Oktober 1993 om 11:20, op die perseel geleë te Midwayweg 42, Kraaifontein:

Die onroerende eiendom te koop, staan bekend as: Erf 4039, Kraaifontein, in die Munisipaliteit van Kraaifontein, afdeling Paarl, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou kragtens Transportakte T72855/1990, synde 'n woonhuis bestaande uit drie slaapkamers, badkamer, toilet, sitkamer, kombuis en onder asbesdak.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprys tesame met rente daarop teen die koers bepaal deur Ordonnansie No. 20 van 1974, vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping, Vonnisskuldeiser voorsien van 'n bank- of bouverenigingwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die afslaer, I. J. Hugo, Balju, Landdroshof, Northumberlandstraat 29, Bellville.

Geteken te Kraaifontein op hierdie 27ste dag van Augustus 1993.

J. T. Potgieter, vir Smit Kruger & Potgieter, Brightonweg 50, Kraaifontein.

Case 13435/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited,** Plaintiff, and **John Mnaymezeli Smith,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 13 May 1993, and a writ of execution dated 25 May 1993 the property listed hereunder will be sold in execution on 8 October 1993 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 208, Motherwell NU 6, Administrative District of Port Elizabeth, measuring 242 (two hundred and forty-two) square metres, situated at 83 Mgwenyana Street, Motherwell NU 6, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, concrete block under tile private, detached dwelling, with fitted carpets, lounge, kitchen, three bedrooms, bathroom, w.c. and garage.

Material conditions of sale:

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 18% (eighteen per cent) interest thereon per annum shall be secured within twenty-one (21) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this 31st day of August 1993.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Case 10405/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, versus **Katie Roberts**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 13 October 1993 at 10:00, to the highest bidder:

Erf 1036, Weltevreden Valley, in extent 350 square metres, held by T44870/1989, situated at 21 Denise Circle, Weltevreden Glen, Weltevreden Valley, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge/dining-room, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U1294/gl.)

Case 11368/93

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 **Nordien Ismail,** Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Mitchells Plain 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 Wynberg, on Wednesday, 13 October 1993 at 10:00, to the highest bidder:

Certain Erf 40687, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 292 (two hundred and ninety-two) square metres, held by Deed of Transfer T5374/93, also known as 13 Marietjie Street, Orgenster, Mitchells Plain, 7785.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 2 September 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP Z19422.)

Case 13819/92

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 **Sulaiman Mohamed,** First Defendant, and **Yvonne Roseline Mohamed,** Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River and writ of execution dated 18 January 1993 the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Monday, 11 October 1993 at 09:00, to the highest bidder:

Certain Erf 730, Blue Downs, in the Local Area of Kuils River 1, Division of Stellenbosch, in extent 345 (three hundred and forty-five) square metres, held by Deed of Transfer T44419/89, also known as 39 Lohr Crescent, Silversands, Kuils River, 7580.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom, w.c. and 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 17,25% (seventeen comma twenty-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 2 September 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W15943.)

Case 68/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Ltd *versus* **Mookho Sophie Simanga**

The property: Erf 23758, Khayelitsha in the area of the Town Council of Lingelethu West Administrative District of the Cape, in extent 113 square metres, situated at Erf 23758, Village 3, Khayelitsha.

Improvements (not guaranteed):

One single dwelling built with bricks under an asbestos tiled roof consisting of approximately two bedrooms, dining-room, kitchen, bathroom and w.c.

Date of sale: 15 October 1993 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows:

10% (ten per cent) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Wynberg.

Dated at Mitchells Plain the 27th day of August 1993.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

Case 22510/91

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

Nedcor Bank Limited *versus* **Mfusi Eric None**

The property: All right, title, and interest in the leasehold for residential purposes in respect of Erf 3981, Khayelitsha, in the Area of Jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 255 square metres, situated at F680, Khayelitsha.

Improvements (not guaranteed):

One single dwelling built with bricks under an asbestos roof consisting of approximately two bedrooms, dining-room, kitchen, bathroom and w.c.

Date of sale: 15 October 1993 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per cent) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Wynberg.

Dated at Mitchells Plain the 27th day of August 1993.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

Case 14648/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited *versus* **Jununu Springbok Kose**

The property: All right, title, and interest in the leasehold for residential purposes in respect of Erf 3419, Khayelitsha, in the Area of Jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 177 square metres, situated at F57, Khayelitsha.

Improvements (not guaranteed):

Single dwelling built with bricks under an asbestos roof consisting of approximately bedroom, kitchen, bathroom and w.c.

Date of sale: 15 October 1993 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per cent) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Wynberg.

Dated at Mitchells Plain the 26th day of August 1993.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

Case 6472/92

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

In the matter between **Worcester Munisipaliteit,** Plaintiff, and **J. H. Voight,** Defendant

In terms of a judgment by the above Honourable Court and warrant of execution, the undermentioned property shall be sold at the premises itself on 15 October 1993 at 11:00, to the highest bidder:

Certain piece of land in the Municipality and Division of Worcester being Erf 9053, situated at 24 Werda Street, Worcester, measuring 303 (three hundred and three) square metres.

Conditions: The sale is subject to payment of a cash deposit of 20 per cent (twenty per cent) of the purchase price on the day of sale and the furnishing of a bank or building society guarantee for the balance of the purchase price within 21 days of the date of sale. Should the Plaintiff be the purchaser, the condition that 20% (twenty per cent) deposit shall be paid, shall not be applicable.

Additional conditions of sale, reflecting the full conditions appertaining to the sale shall be read immediately before the auction take place and may at any time be inspected at the offices of the Sheriff of the Magistrate's Court, Worcester.

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

Conradie & Partners, Attorney for Plaintiff, 23 Stockenström Street, Worcester.

Saak 6472/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **Worcester Munisipaliteit,** Eiser, en **J. H. Voight,** Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en lasbrief tot uitwinning, sal die ondergenoemde eiendom op die perseel van die eiendom self op 15 Oktober 1993 om 11:00, aan die hoogste bieder verkoop word:

Erf 9053, Worcester, geleë te Wedastraat 24, Worcester, in die Munisipaliteit en Afdeling van Worcester, groot 303 (driehonderd-en-drie) vierkante meter.

Voorwaardes: Die verkoping is onderhewig aan die betaling in kontant van ten minste 20% (twintig persent) van die koopprys op die datum van verkoping en dat 'n bank- of bougenootskapwaarborg verskaf word binne 21 dae vanaf die verkoopdatum vir die balans van genoemde koopprys. In geval van Eiser self die koper is, sal die voorwaardes ten opsigte van die 20% (twintig persent) deposito nie van toepassing wees nie.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan nou reeds nagegaan word by die kantoor van die Balju van die Landdroshof, Worcester.

Gedateer te Worcester op die 27ste dag van Augustus 1993.

Conradie & Vennote, Prokureur vir Eiser, Stockenstroomstraat 23, Worcester.

Case 990/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Terence Lionel February,** Defendant

In pursuance of a Judgment in the above Court and writ of execution dated 31 March 1993, the following property will be sold in execution on Wednesday, 13 October 1993 at 12:00, to the highest bidder at the site of the property, 20 Oudevlei Road, Marina Da Gama:

Certain Erf 93676, Cape Town at Muizenberg, in the Municipality of Cape Town, Cape Division, in extent 612 (six hundred and twelve) square metres, held by Deed of Transfer T12624/91, also known as 20 Oudevlei Road, Marina Da Gama consisting of vacant land.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the Title Deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the auctioneer immediately prior to the sale may be inspected at the Office of Ford & van Niekerk (Pty) Limited, 156 Main Road, Plumstead.

Dated at Fish Hoek this 27th day of August 1993.

Buchanan Boyes Thomson Smithers Inc., Attorneys for Judgment Creditor, Hove- To Medical Centre, 18 Kommetjie Road, Fish Hoek, 7975.

Case 10237/93

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

ABSA Bank Limited, trading as **Allied Bank,** *versus* **Eric Owen Williams,** and **Patricia Ann Malone**

The following property will be sold in execution at the site of the property, 1 Oakwood Close, Richwood, Cape, on Tuesday, 12 October 1993 at 12:00 , to the highest bidder:

Erf 1357 Richmond Park, in extent 563 square metres, held by T42255/1985, situated at 1 Oakwood Close, Richwood, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Entrance, lounge/dining-room, kitchen, two bedrooms, bathroom, shower, toilet. Garage and store-room.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3A0384/gl.)

Case 42350/89

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

ABSA Bank Limited, trading as **United Bank** *versus* **John Alexander Hair**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 13 October 1993 at 10:00, to the highest bidder:

Erf 1466 Mandalay, in extent 503 square metres, held by T47200/1987, situated at 69 Auber Avenue, Merrydale, Mandalay, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D8U0765/gl.)

Case 11301/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as **Allied Bank,** *versus* **William Jacobus Richard Pheiffer** and **Julia Pheiffer**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 13 October 1993, at 10:00, to the highest bidder:

Erf 37249 Mitchells Plain, in extent 278 square metres, held by T44216/92, situated at 26 Swallow Road, Woodlands, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the Office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref D3A0320/gl.)

Case 22307/91

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

ABSA Bank Limited, trading as United Bank *versus* **Granville Dennis Morris**

The following property will be sold in execution at the site of the property, 1-8 Raapkraal Road, Steenberg, Cape, on Friday, 15 October 1993 at 14:00, to the highest bidder:

Erf 4732, Constantia, in extent 6 290 square metres, held by T67446/1988, situated at 1-8 Raapkraal Road, Steenberg, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, four bedrooms, bathroom/toilet, store, play room, bathroom/toilet, bathroom, flatlet, several store-rooms, office and commercial workshop.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the Sheriff's office.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D0U2647/gl.)

Case 1460/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

ABSA Bank Limited, trading as United Bank *versus* **Michael Leonard Saville** and **Nawaal Saville**

The following property will be sold in execution in front of the Court-house for the District of Somerset West, on Tuesday, 12 October 1993 at 10:00, to the highest bidder:

Erf 3150, Macassar, in extent 264 square metres, held by T52816/1989, situated at 4 Brighton Crescent, Macassar, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the Sheriff's Office.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0052/gl.)

Case 5962/92

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

ABSA Bank Limited, trading as United Bank *versus* **Gloria Evered**

The following property will be sold in execution at the site of the property, 7 Edison Road, Rondebosch, Cape, on Thursday, 14 October 1993 at 14:00, to the highest bidder:

Erf 46665, Cape Town at Rondebosch, in extent 496 square metres, held by T29413/1987, situated at 7 Edison Road, Rondebosch, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Entrance, lounge, dining-room, family room, kitchen, pantry, laundry, four bedrooms, shower/toilet, bathroom/toilet and double garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the Sheriff's Office.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U0415/gl.)

Case 23147/91

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

ABSA Bank Limited, trading as United Bank *versus* **Robin Peter Schell**

The following property will be sold in execution at the site of the property, 6 Scott Street, Gardens, Cape, on Tuesday, 12 October 1993 at 10:30, to the highest bidder:

Remainder Erf 95745, Cape Town at Gardens, in extent 198 square metres, held by T19107/1991, situated at 6 Scott Street, Gardens, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Entrance, lounge, dining-room, kitchen, five bedrooms, five showers/toilet and two toilets.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the Sheriff's Office.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U1138/gl.)

Case 5770/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank *versus* **Budronessa Osman**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 13 October 1993 at 10:00, to the highest bidder:

Erf 23016, Mitchells Plain, in extent 154 square metres, held by T10843/1991, situated at 29 Linaria, Lentegeur, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the Sheriff's Office.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0143/gl.)

Case 13363/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Nomaliza Somya,** First Defendant, and **Sipiwo Joshua Bambalaza,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate in the District of Port Elizabeth dated 22 July 1992, the property listed hereunder will be sold in execution on Friday, 8 October 1993 at 14:15, at the front entrance to the New Law Courts, North End, Port Elizabeth, to the highest bidder and for cash:

All the Defendants right, title and interest in the leasehold in respect of Erf 970, Kwadwesi Extension 2, in the Administrative District of Port Elizabeth, measuring 431 (four hundred and thirty-one) square metres, situated at 6 Mtshekisane Street, Kwadwesi, Port Elizabeth.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the offices of the Sheriff, Magistrate's Court, Port Elizabeth.

A substantial bank loan can be raised for an approved purchaser.

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

Brown Braude & Vlok, Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. D. C. Baldie/ah.)

Case 9367/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank *versus* **Francois Etienne Matthews**

The following property will be sold in execution by public auction held at Wynberg Magistrate's Court, to the highest bidder on 13 October 1993 a 10:00:

Erf 16232, Mitchells Plain in the Municipality of Cape Town, Division of Cape, in extent 207 (two hundred and seven) square metres, held by Deed of Transfer T25952/89, situated at 19 Miami Way, Portlands, 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% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 27th day of August 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 7242/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **Steven Bosman** and **Chrissie Johanna Bosman**

The following property will be sold in execution by public auction held at Kuils River Court-house, to the highest bidder on 11 October 1993 at 09:00:

Erf 2517, Eerste River in the Local Area of Blue Downs, Division of Stellenbosch, in extent 406 (four hundred and six) square metres, held by Deed of Transfer T51835/92, situated at 20 Arago Street, Eerste River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two 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% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 27th day of August 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 5602/92

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

ABSA Bank Limited, trading as United Bank *versus* **Desmond Ceral Daames** and **Maureen Floretta Daames**

The following property will be sold in execution by public auction held at 14 Cybelle Street, Avondale, Atlantis, Wesfleur, to the highest bidder on 13 October 1993 a 10:00:

Erf 963, Wesfleur, in the Atlantis Residential Local Area, Cape Division, in extent 995 (nine hundred and ninety-five) square metres, held by Deed of Transfer T29156/87, situated at 14 Cybelle Street, Avondale, Atlantis, Wesfleur.

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 17,25% (seventeen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

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

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 9489/93

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

ABSA Bank Limited, trading as Allied Bank *versus* **Samantha Victoria Bridger**

The following property will be sold in execution by public auction held at 5 Oyster Street, Richwood, to the highest bidder on 11 October 1993 a 12:00:

Erf 1587, Richmond Park in the Municipality of Milnerton, Cape Division, in extent 445 (four hundred and forty-five) square metres, held by Deed of Transfer T6558/92, situated at 5 Oyster Street, Richwood.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge/dining-room, kitchen, three bedrooms, bathroom/toilet, toilet/shower and garage.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this the 27th day of August 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 27310/91

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

ABSA Bank Limited, trading as United Bank *versus* **Mauritius Naude** and **Martha Elizabeth Naude**

The following property will be sold in execution at the site of the property, 10 Komatie Crescent, Kraaifontein, Cape, on Tuesday, 12 October 1993 at 12:00, to the highest bidder:

Erf 7527, Kraaifontein, in extent 600 square metres, held by T7090/1989, situated at 10 Komatie Crescent, Kraaifontein, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and attached single garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 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. D1U1287/gl.)

Case 5814/93

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

In the matter between **Nedcor Bank Ltd** (formerly Nedcor Bank Ltd) (formerly South African Permanent Building Society), Execution Creditor, and **Lizo Dutanom Marwana,** Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 28 July 1993, and in pursuance of an attachment in execution dated 3 August 1993, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 7 October 1993 at 11:00, of the following immovable property situated at 25 Ponana Tini Street, Kwanobuhle, Uitenhage.

Zoned: Residential, being Erf 3501, Kwanobuhle, situated in the area of the City Council of Kwanobuhle, Division of Uitenhage (now known as Erf 1859, Kwanobuhle), in extent 275 square metres, held by Lizo Dutanom Marwana, under Certificate Grant of Leasehold 3501/1, 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 concrete tiles with lounge, three bedrooms, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per centum) of the purchase price and 4% (four per centum) 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 1st day of September 1993.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Saak 29462/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen **Kleinsake-Ontwikkelingskorporasie Beperk,** Eiser, en **Luckmaur Property Investments,** Verweerder

Ter uitvoering van 'n uitspraak van die Hooggeregshof van 12 November 1990, sal die volgende in eksekusie aan die hoogste bieër verkoop word op die perseel van die Landdroshof te Goodwood in die distrik Goodwood op 6 Oktober 1993 om 11:00:

Sekere Erf 113091, Kaapstad, beter bekend as Friesland Sirkel 66, Montana, geleë in die munisipale gebied van Kaapstad, afdeling Kaap, groot 660 vierkante meter, gehou kragtens Transportakte T63512/1988.

Verkoopvoorwaardes:

1. Die verkoping sal onderworpe wees aan die hofreëls en die toepaslike titelakte van die eiendom, en die eiendom sal onderworpe aan die voorafgaande, aan die hoogste bieër verkoop word.

2. *Betaling:* Tien persent (10%) van die koopprys sal kontant betaal word onmiddellik na die verkoping en die volle saldo daarvan, tesame met rente teen die heersende koers van 18,5% (agtien komma vyf persent) per jaar (en ingeval daar enige ander voorkeurskuldeiser is), dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering van die datum van verkoping tot datum van registrasie van oordrag, teen registrasie van die oordrag, welke bedrag gesekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae van datum van verkoping afgelewer moet word.

3. *Voorwaardes:* Die volle verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof, Goodwood.

Beskrywing: Baksteengebou met teëldak met sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, twee bediendekamers, motorhuis en swembad.

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

J. H. Heyns, vir Heyns & Vennote Ingelyf, Eiser se Prokureurs, K225, Vyfde Verdieping, 45-on-Castle, Kasteelstraat 45, Kaapstad. (Tel. 24-0301.)

Case 7558/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Oker Jacobus van Eck,** First Defendant, and **Maria Catherina Sophia van Eck,** Second Defendant

In the above matter a sale will be held on Monday, 11 October 1993 at 11:00, at the site of 30 Milton Road, Goodwood, being:

Erf 2329, Goodwood, in the Municipality of Goodwood, Cape Division, measuring 495 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 18% (eighteen 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): An asbestos roof dwelling with brick walls comprising four offices with small kitchen and bathroom.

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 Goodwood and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761) (Ref. A. Pepler/as.)

Case 4743/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Terrence Martin Staines,** First Defendant, and **Carol Charlotte Staines,** Second Defendant

In the above matter a sale will be held on Wednesday, 13 October 1993 at 10:00, at the site of 11 Concord Road, Dennemere, being:

Erf 2270, Gaylee, in the Local Area of Blue Downs, Stellenbosch Division, measuring 231 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 18% (eighteen 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 complete dwelling comprising two bedrooms, kitchen, lounge, bathroom and 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 at Kuils River and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761) (Ref. A. Pepler/as.)

Case 2451/93

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 **Janetta Susanna Helena van Romburgh,** Defendant

In the above matter a sale will be held on Friday, 8 October 1993 at 11:30, at the site of 270 Hendrik Verwoerd Avenue, Bellville, being:

Erf 1342, Bellville, in the Municipality of Bellville, Cape Division, measuring 981 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 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 dwelling comprising four bedrooms, study, lounge, dining-room, kitchen, two bathrooms and servant's quarters with bathroom.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761) (Ref. A. Pepler/lr.)

Saak 3965/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Kraaifontein Munisipaliteit (Z07519),** Eiser, en **J. Roestof** en **A. Roestof,** Verweerders

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Dinsdag, 12 Oktober 1993 om 10:00, op die perseel geleë te Wapnickstraat 175, Kraaifontein:

Die onroerende eiendom te koop, staan bekend as Erf 829, Kraaifontein, in die munisipaliteit Kraaifontein, afdeling Paarl, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou kragtens Transportakte T25493/1992, synde 'n woonhuis bestaande uit baksteengebou onder teëldak, sitkamer, eetkamer, kombuis, vier slaapkamers, 1½ badkamer, toilet en motorhuis.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprys tesame met rente daarop teen die koers bepaal deur Ordonnansie No. 20 van 1974, vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne 14 (veertien) dae na die verkoping, Vonnisskuldeiser voorsien van 'n bank- of bouverenigingwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die afslaer, Herman Smit, p.a. Smit Kruger & Potgieter, Brightonweg 50, Kraaifontein.

Geteken te Kraaifontein op hierdie 20ste dag van Augustus 1993.

J. T. Potgieter, vir Smit Kruger & Potgieter, Brightonweg 50, Kraaifontein.

Saak 15610/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Kraaifontein Munisipaliteit,** Eiser, en **Z. Smith,** Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Dinsdag, 12 Oktober 1993 om 10:45, op die perseel 11de Laan 61, Kraaifontein:

Die onroerende eiendom te koop, staan bekend as Erf 2637, Kraaifontein, in die munisipaliteit Kraaifontein, afdeling Paarl, groot 547 (vyfhonderd sewe-en-veertig) vierkante meter, gehou kragtens Transportakte T12275/1990, synde 'n woonhuis bestaande uit baksteenmure met asbesdak, sitkamer, eetkamer, kombuis, drie slaapkamers, 1½ badkamer, bediende toilet en motorhuis.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprys tesame met rente daarop teen die koers bepaal deur Ordonnansie No. 20 van 1974, vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne 14 (veertien) dae na die verkoping, Vonnisskuldeiser voorsien van 'n bank- of bouverenigingwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die afslaer, Herman Smit, p.a. Smit Kruger & Potgieter, Brightonweg 50, Kraaifontein.

Geteken te Kraaifontein op hierdie 23ste dag van Augustus 1993.

J. T. Potgieter, vir Smit Kruger & Potgieter, Brightonweg 50, Kraaifontein.

Saak 16423/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Kraaifontein Munisipaliteit,** Eiser, en **E. W. Erasmus,** Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Dinsdag, 12 Oktober 1993 om 11:00, op die perseel geleë te Vyfde Laan 207, Kraaifontein:

Die onroerende eiendom te koop, staan bekend as Erf 3143, Kraaifontein, in die munisipaliteit Kraaifontein, afdeling Paarl, groot 991 (negehonderd een-en-negentig) vierkante meter, gehou kragtens Transportakte T24731/1972, synde 'n woonhuis bestaande uit badkamer, kombuis, sitkamer, drie slaapkamers, eetkamer en toilet.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprys tesame met rente daarop teen die koers bepaal deur Ordonnansie No. 20 van 1974, vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne 14 (veertien) dae na die verkoping, Vonnisskuldeiser voorsien van 'n bank- of bouverenigingwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die afslaer, Herman Smit, p.a. Smit Kruger & Potgieter, Brightonweg 50, Kaaifontein.

Geteken te Kraaifontein op hierdie 24ste dag van Augustus 1993.

J. T. Potgieter, vir Smit Kruger & Potgieter, Brightonweg 50, Kraaifontein.

Case 4139/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Nigel David Oliver,** First Defendant, and **Jennifer Marschell Februarie,** Second Defendant

In the above matter a sale will be held on Tuesday, 12 October 1993 at 12:00, at the site of 13 Denise Crescent, Weltevreden Glen, Mitchells Plain, being:

Erf 1032, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, measuring 459 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 is this respect is guaranteed):

A brick dwelling with a tiled roof, comprising of three bedrooms, lounge, kitchen 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 at Wynberg 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 4291/91

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

In the matter between **ABSA Bank Limited,** trading as Allied Bank, Plaintiff, and **Mr Rocco de Villiers,** Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Malmesbury, and writ of execution, dated 11 September 1991, the following property will be sold in execution, at the site of the property, 1 Lang Street, Riebeeck West, 6800, on Monday, 11 October 1993 at 10:00, to the highest bidder:

Certain: Erf 261, Riebeeck West, in the Municipality of Riebeeck West, Division of Malmesbury, in extent 533 (five hundred and thirty-three) square metres, held by Deed of Transfer T10144/85, also known as 1 Lang Street, Ribeeck West, 6800.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: An old dwelling on property.

3. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on this the 23rd day of August 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP Z19822.)

Case 2871/93

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

In the matter between **ABSA Bank Limited,** trading as United Bank, Plaintiff, and **Mr Trevor Lewellen Petersen,** First Defendant, and **Ilse Daleen Petersen,** Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Malmesbury, and writ of execution, dated 23 June 1993, the following property will be sold in execution, at the site of the property, 52 Elizabeth Circle, Saxonsea, Wesfleur, Atlantis, 7349, on Thursday, 14 October 1993 at 10:00, to the highest bidder:

Certain: Erf 1715, Wesfleur, in the Atlantis Residential Local Area, Division Cape, in extent 401 (four hundred and one) square metres, held by Deed of Transfer T17950/91, also known as 52 Elizabeth Circle, Saxonsea, Wesfleur, Atlantis, 7349.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on this the 27th day of August 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP Z19676.)

Case 10854

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited,** trading as Allied Bank, Plaintiff, and **Mr Calvin Bernard Fish,** First Defendant, and **Natasha Fish,** Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Mitchells Plain, and writ of execution, dated 5 July 1993, the following property will be sold in execution, in front of the Court-house for the District of Wynberg, on Wednesday, 13 October 1993 at 10:00, to the highest bidder:

Certain: Erf 37004, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 307 (three hundred and seven) square metres, held by Deed of Transfer T78194/92, also known as 165 Dennegeur Avenue, Strandfontein Village, Mitchells Plain.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on this the 27th day of August 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.) (Ref. GJV/SP Z19045.)

Saak 4000/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **A. V. Nicolay,** Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 15 Oktober 1993 om 09:00, op die perseel:

Erf 15830, Bellville, in die Munisipaliteit Bellville, afdeling Kaap, groot 736 vierkante meter, gehou kragtens Transportakte T36840/92, ook bekend as Mintstraat 4, Vredenberg, Bellville.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende (1/10) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 18% (agttien persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

Hoofgebou: Bestaande uit drie slaapkamers, eetkamer, sitkamer, badkamer en kombuis.

Buitegebou: Motorhuis.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 7de dag van September 1993.

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

Case 1541/91

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

ABSA Bank Limited, trading as United Bank *versus* **Gerald Lawrence Ralph Manuel** and **Daphne Helena Manuel**

The following property will be sold in execution at the site of the property, 4 Grens Way, 162 White City, Saldanha, Cape, on Friday, 22 October 1993 at 12:00, to the highest bidder:

Erf 7805, Saldanha, in extent 296 square metres, held by T73740/1989, situated at 4 Grens Way, 162 White City, Saldanha, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U0799/gl.)

Case 3558/88

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **Millan John Paulse** and **Johanna Magdalena Paulse**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 18 October 1993 at 10:00, to the highest bidder:

Erf 2280, Kleinvlei, in extent 399 square metres, held by T37176/1987, situated at 18 Saffier Street, Kleinvlei, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D8U0366/gl.)

Case 2546/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **Philip Henry de Vos** and **Brenda Joyce de Vos**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 18 October 1993 at 10:00, to the highest bidder:

Erf 2877, Blue Downs, in extent 626 square metres, held by T4012/1989, situated at 22 Cococabana Street, Malibu Village, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, four bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D0U0774/gl.)

Case 14828/92

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

ABSA Bank Limited, trading as United Bank *versus* **Jacob Jacobus Claassen** and **Serina Claassen**

The following property will be sold in execution in front of the Court-house for the District of Bellville, Voortrekker Road, Bellville, Cape, on Monday, 18 October 1993 at 14:00, to the highest bidder:

Erf 16845, portion of Erf 12066, Parow, in extent 297 square metres, held by T32271/1991, situated at 20 Ernest Essau Street, Ravensmead, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, three bedrooms, kitchen, bathroom and toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0815/gl.)

Case 8292/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **Sharon Norman Friday** and **Hilda Carol Friday**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 18 October 1993 at 10:00, to the highest bidder:

Erf 1142, Blue Downs, in extent 381 square metres, held by T60293/1988, situated at 50 Visser Close, Tuscany Glen, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room/kitchen, three bedrooms, bathroom, toilet, bathroom/shower/toilet and garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U1009/gl.)

Case 3409/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as Allied Bank *versus* **Edward Charles Mullins** and **Dorothy Josephine Mullins**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 18 October 1993 at 10:00, to the highest bidder:

Erf 9697, Brackenfell, in extent 239 square metres, held by T56131/1991, situated at 6 Golden Hill, Northpine, Brackenfell, Cape.

1. The following improvements are reported but not guaranteed:

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

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3A0163/gl.)

Case 21153/92

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

ABSA Bank Limited, trading as United Bank *versus* **Derrick Charles Mulder** and **Maureen Lilian Mulder**

The following property will be sold in execution at the site of the property, 104 Coronation Road, Maitland, Cape, on Thursday, 14 October 1993 at 12:30, to the highest bidder:

Erf 23767, Cape Town at Maitland, in extent 535 square metres, held by T15886/1991, situated at 104 Coronation Road, Maitland, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, single garage and toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U1187/gl.)

Case 1020/93

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

ABSA Bank Limited, trading as United Bank *versus* **Dionissios Drakoulis**

The following property will be sold in execution at the site of the property, 121a Atlantic Surf, Dunbar Street, Table View, Cape, on Thursday, 21 October 1993 at 14:00, to the highest bidder:

A unit consisting of:

(a) Section 1 as shown and more fully described on Sectional Plan SS71/1983, in the scheme known as Atlantic Surf, in respect of the land and building or buildings situated at Table View, in the Municipality of Milnerton, Cape Division, of which section the floor area according to the said sectional plan is one hundred and fifty-two (152) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held by Deed of Transfer ST3223/1992, also known as 121a Atlantic Surf, Dunbar Street, Table View, Cape.

1. The following improvements are reported but not guaranteed:

Sectional title unit: Entrance, lounge/dining-room/bar, kitchen, three bedrooms, bathroom/shower/toilet, shower/toilet, servant's room, shower/toilet and single garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U1341/gl.)

Case 26426/93

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

In the matter between **Nedcor Bank Limited** *versus* **Stephen Norman Jacobs,** First Defendant, and **Eleanor Priscilla Jacobs,** Second Defendant

The property: Erf 120827, Retreat, in extent 239 (two hundred and thirty-nine) square metres, situated at 50 Mozart Street, Retreat.

Improvements (not guaranteed): Brick dwelling, asbestos roof, three bedrooms, bathroom, kitchen, lounge and garage.

Sale date: 18 October 1993 at 10:00, on the Wynberg Court-house steps.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per cent) deposit in cash or by bank-cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Dated the 24th day of August 1993.

Pincus Matz & Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

Case 21756/89

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

In the matter between **Nedcor Bank Limited** *versus* **Daniel Hendricks**

The property: Erf 84362, Retreat, in extent 594 (five hundred and ninety-four) square metres, situated at 136 Retreat Road, Retreat.

Improvements (not guaranteed): Brick dwelling, tiled roof, six bedrooms, two kitchens, two bathrooms, two lounges, garage, servants' quarters and store-room.

Sale date: 18 October 1993 at 10:00.

Place of sale: Wynberg Court-house steps.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per cent) deposit in cash or by bank-cheque on the day of the sale, and the balance on transfer together with interest thereon, calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Dated the 26th day of August 1993.

Pincus Matz & Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

Saak 1634/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nasionale Media Bpk.,** handeldrywende as Die Burger, en **D. Wittbooi**

Die volgende eiendom sal in eksekusie verkoop word voor die Hofgebou vir die distrik Paarl, op 11 Oktober 1993 om 10:00, aan die hoogste bieër:

Erf 18139, Paarl, groot 342 (driehonderd twee-en-veertig) vierkante meter, gehou kragtens T23111/90, geleë te Knolvleisstraat 12, Mountainview, Paarl-Oos.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: Woonhuis.

2. *Betaling:* 10% (tien per centum) van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans [plus rente teen die heersende koers van 16% (sestien persent) per annum, bereken op die Vonnisskuldeiser se vordering van die datum van verkoping tot datum van oordrag] teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 (veertien) dae vanaf die verkoping afgelewer moet word.

3. Die Balju sal van enige bieër vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Steyn Coetzee & Moore, Prokureurs vir Vonnisskuldeiser, Hoofstraat 205, Paarl. (Verw. NP0001.)

Case 7504/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited,** Plaintiff, and **Miss. M. Haman,** Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction in front of the Magistrate's Court, Wynberg, on 12 October 1993 at 10:00:

Property: Erf 48478, portion of Erf 13214, Mitchells Plain, in the Municipality of Cape Town, Division of Cape, measuring 221 (two hundred and twenty-one) square metres, held by Deed of Transfer T33158/92, more specifically known as 62A Beaufighter Way, Rocklands, Mitchells Plain.

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 7th day of September 1993.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. (Ref. HMP Kruger/jk.)

Auctioneer for Plaintiff, Sheriff, Magistrate's Court, P.O. Box 162, Wynberg. (Ref. T. C. Botha.)

Case 17241/89

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

Nedcor Bank Limited *versus* **Mogamat Sedick Abrahams,** married in community of property to Armina Abrahams

The property: Erf 17560, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 215 (two hundred and fifteen) square metres, situated at 2 Molteno Close, Portlands, Mitchells Plain.

Improvements (not guaranteed): Brick residence under a tiled roof, consisting of approximately two bedrooms, lounge, kitchen and bathroom and toilet.

Dated of sale: 15 October 1993 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows:

10% (ten per cent) deposit in cash or by bank-cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Wynberg.

Dated at Mitchells Plain the 8th day of September 1993.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

Case 17580/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Dr Schalk Stefan van der Walt,** Plaintiff, and **Enrique Martin Worms,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town, dated 28 June 1993, the following will be sold in execution on 12 October 1993 at 09:30, on site to the highest bidder:

Unit 2, Princeton, 110 (one hundred and ten) square metres, held by Deed of Transfer ST5299/93, situated at 2 Princeton, Main Road, Sea Point.

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

2. The purchase price shall be paid as to 10% (ten per cent) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Cape Town.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 3830/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH, HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **D. F. Scott,** Plaintiff, and **M. Farrath,** trading as Serebran, Defendant

In the execution of a judgment in the Court of the Magistrate's Court for the District of Port Elizabeth, held at Port Elizabeth in the above-mentioned suit of a sale without reserve, will be held at the front entrance of the New Law Courts, North End, Port Elizabeth, on 15 October 1993 at 14:15, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer prior to the sale:

A (one half) undivided share in Erf 4535, Bethelsdorp, Port Elizabeth, measuring 1 001 (one thousand and one) square metres, situated at 3 Joseffee Crescent, Bethelsdorp, Port Elizabeth.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A residential dwelling and garden.

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 guarantee to be furnished within 14 (fourteen) days from the date of the sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to the price of R15 000 (fifteen thousand rand) and thereafter 2,5% (two and a half per cent) up to a maximum of R500 (five hundred rand). Minimum charges R50 (fifty rand).

Dated at Port Elizabeth on this the 17th day of September 1993.

Cornish & Cloete, Plaintiff's Attorneys, Third Floor, PFV House, Greyville Road, Greenacres, Port Elizabeth.

Case 14675/91

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

In the matter between **Trevor Mostert,** Plaintiff, and **C. W. Pietersen,** Defendant

In execution of the judgment of the Magistrate's Court of Wynberg in the above matter, a sale will be held on 18 October 1993 at 14:00, at 72 Seventh Avenue, Grassy Park, of the following immovable property, situated at the said address, namely:

Erf 8502, portion of Erf 1603, Grassy Park, in the local area of Grassy Park, Division Cape, in extent 467 (four hundred and sixty-seven) square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944 (as amended), the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provision of section 66 of the above Act.

2. 10% (ten per cent) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest at the ruling building society rate to be paid against registration of transfer, within 14 (fourteen) days after the date of sale by bank or building society guarantee.

3. The property is a vacant plot of ground.

4. The complete conditions of sale will be read out at the sale and may be inspected prior thereto at the offices of the Sheriff of the Magistrate's Court, Wynberg, and at the offices of the undersigned.

Dated at Retreat this 6th day of September 1993.

B. King, for Bernard King & Associates, Plaintiff's Attorneys, 7 Retreat Mall, Station Road, Retreat. (Tel. 75-9971.)

Case 425/93

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

In the matter between **Saambou Bank,** Execution Creditor, and **L. M. Diedericks,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Kirkwood, dated 6 August 1993, the following property will be sold in execution on 14 October 1993 at 10:00, in front of the Magistrate's Court to the highest bidder, without reserve, subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, and of the title deeds, in so far as these are applicable, which conditions of sale will be read by the Sheriff for the Magistrate's Court, Kirkwood, immediately prior to the sale and which may be inspected at the offices of the Sheriff for the Magistrate's Court, Kirkwood, 6120.

Property: A certain piece of land being Erf 599, situated in the Municipality of Kirkwood, Division of Uitenhage, measuring 3 148 square metres, under Transfer 78578/92, in favour of L. M. Diedericks, situated at 28 Mimosa Street, Kirkwood.

Improvements: The following improvements on the property have been reported but nothing guaranteed: Dwelling-house.

Terms: The purchase price shall be paid as to ten per centum (10%) thereof on the signing of the conditions of sale, and the unpaid balance together with interest thereon at the rate stipulated in the First Mortgage Bond registered against the property to date of payment, within ten (10) days, to be paid or secured by an approved bank or building society guarantee.

Dated at Kirkwood on this 31st day of August 1993.

P. W. Hancke, Attorney for Plaintiff, 29 Main Street, Kirkwood, 6120. [Tel. (0426) 30-0260.] of [Tel. (041) 933-5133.]

Saak 425/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KIRKWOOD GEHOU TE KIRKWOOD

In die saak tussen **Saambou Bank,** Eksekusieskuldeiser, en **L. M. Diedericks,** Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof, Kirkwood, gedateer 6 Augustus 1993, in bogemelde aangeleentheid sal die eiendomme hieronder vermeld per publieke veiling aan die hoogste bieder verkoop word, sonder reserwe, op 14 Oktober 1993 om 10:00, voor die Landdroskantoor, Kirkwood, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Balju vir die Landdroshof, Kirkwood, 6120, en wat deur die Balju vir die Landdroshof, Kirkwood, voor die verkoping afgelees sal word, van welke voorwaarde die belangrikste die volgende is:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderhewig aan die bepalings van die Landdroshofwet en reëls en daarvolgens neergelê en die voorwaardes van die Akte van Transport asook die verkoopvoorwaardes.

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

3. Een tiende ($\frac{1}{10}$) van die koopprys sal betaal word in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met rente soos gevra in die eerste verbandakte geregistreer teen die eiendom betaalbaar met 'n bank- of bouverenigingtjek of waarborg binne tien (10) dae vanaf datum van koop.

Eiendom: Sekere stuk grond geleë in die munisipaliteit Kirkwood, afdeling Uitenhage, Erf 599, groot 3 148 m^2, Transportakte 78578/92, ten gunste van L. M. Diedericks, geleë te Mimosastraat 28, Kirkwood.

Geteken te Kirkwood op hierdie 31ste dag van Augustus 1993.

P. W. Hancke, Prokureur vir Eiser, Hoofstraat 29, Kirkwood, 6120. [Tel. (041) 933-5133.] of [Tel. (0426) 30-0260.]

Saak 21205/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Wilby Klaas Swartz,** Eerste Verweerder, en **Mieta Rosaline Swartz,** Tweede Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, gedateer 27 Julie 1993, sal die ondergemelde eiendom verkoop word op Vrydag, 15 Oktober 1993 om 14:15, by die hoofingang van Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Wes.

Erf 379, Bethelsdorp, in die munisipale en administratiewe distrik Port Elizabeth, groot 379 (driehonderd nege-en-sewentig) vierkante meter, gehou kragtens Transportakte T61854/92, ook bekend as Mint Close 6, Uitbreiding 34, Bethelsdorp, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom een enkelverdieping baksteen woonhuis met asbes dak, twee slaapkamers, sitkamer, kombuis en badkamer is.

Geteken te Port Elizabeth op die 9de dag van September 1993.

Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.) Die Balju-Wes, Port Elizabeth.

Case 27898/93

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

In the matter between **ABSA Bank Ltd** (trading as United Bank), Plaintiff, and **Leon von Solms,** and **Maurice Boshoff,** Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 26 October 1993 at 12:00:

Erf 30448, Cape Town at Mowbray, in the Municipality of Cape Town, Cape Division, in extent 106 square metres, also known as 8 Belmont Road, Mowbray.

Conditions:

1. The following information is furnished, but not guaranteed: Double-storey brick dwelling with two bedrooms, lounge, kitchen, bathroom and toilet.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 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 9th day of September 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 6280/93

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 **Deon Rapheal Williams,** and **Dorothy Elene Williams,** Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 20 October 1993 at 11:00:

Erf 8599, Brackenfell, in the local area of Scottsdene, Division of Stellenbosch, in extent 225 square metres, also known as 4 Louber Close, Pine Lea, Brackenfell.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling with three bedrooms, lounge, kitchen, bathroom and toilet.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of 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 8th day of September 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 9059/93

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 **Jetro Frans Sandt,** and **Johanna Sandt,** Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 20 October 1993 at 10:00:

Erf 11491, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl, in extent 495 square metres, also known as 332 Ninth Avenue, Eikendal, Kraaifontein.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling with two bedrooms, lounge, dining-room, bathroom, kitchen and toilet.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 8th day of September 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 13600/93

IN THE MAGISTRATES COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Igshaan Abdol**

The following property will be sold in execution by public auction held at the Magistrate's Court of Wynberg, to the highest bidder on 13 October 1993 at 10:00:

Erf 1518, Mandalay in the Division of the Cape, in extent 483 (four hundred and eighty-three) square metres, held by Deed of Transfer T54032/87, situated at 27 Ryan Way, Merrydale, Mandalay.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: Lounge, dining-room, kitchen, three bedrooms 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% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 2nd day of September 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 4891/93

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

In the matter between **Kessler & De Jager,** Plaintiff, and **Mrs H. V. Watkins,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Goodwood, and writ of execution issued pursuant thereto the property cited hereunder will be sold in exection on Monday, 11 October 1993 at 11:00, at the premises to the highest bidder:

Erf 29451, Goodwood, in the Municipality of Goodwood, Cape Division, in extent 608 (six hundred and eight) square metres, held by Deed of Transfer T25698/93, situated at 3 Oakburn Crescent, Plattekloof Glen, Goodwood.

Kessler & De Jager, Attorneys for Plaintiff, 100 Voortrekker Road, Goodwood. (Ref. J. de Jager.)

Case 9751/92

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 **Leonard John Taylor,** 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 corner of Strandfontein and Punt Roads, Strandfontein, on Saturday, 9 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 578, Schaapskraal, situated in the Cape Division, measuring 10,0017 (ten nil nil one seven) hectares, held by Deed of Transfer T4390/1981, also known as corner of Strandfontein and Punt Roads, Strandfontein (hereinafter referred to as "the property").

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

Main dwelling: Double-storey building under tiled roof with entrance-hall, lounge/dining-room, study, kitchen, four bedrooms, bathroom with bath, shower and water closet, separate water closet. *Outbuildings and stores:* Garage, two servants' rooms, water closet and shower. *Stables:* Forty stables. *Borehole:* Borehole and three well-points.

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/32701.)

Saak 19/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENDAL GEHOU TE VREDENDAL

In die saak tussen **Eskom Finansieringsmaatskappy (Edms.) Bpk.,** Eiser, en **Piet Jacobus Klaasse,** Eerste Verweerder, en **Johanna Klaasse,** Tweede Verweerder

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Vredendal en lasbrief tot uitwinning, gedateer 5 Februarie 1993, sal die volgende eiendom in eksekusie verkoop word, voor die Hofgebou vir die distrik Vredendal, op Vrydag, 15 Oktober 1993 om 10:00, aan die hoogste bieër:

Sekere Erf 1174, Vredendal, in die Munisipaliteit Vredendal, afdeling Vanrhynsdorp, groot 632 (seshonderd twee-en-dertig) vierkante meter, gehou kragtens Transportakte T61590/1988, ook bekend as Haarlemstraat 2, Vredendal.

Verkoopvoorwaardes:

1. Die verkoping sal onderworpe wees aan die bepalings en voorwaardes van die Wet op Magistraatshowe, die reëls daarvolgens uitgevaardig en van die toepaslike titelakte en die eiendom sal, onderworpe aan die voorafgaande, aan die hoogste bieër verkoop word.

2. Die volgende verbeteringe aan die eiendom word gemeld maar niks word gewaarborg nie: Woonhuis: Sitkamer, kombuis, drie slaapkamers, badkamer en toilet.

3. *Betaling:* Tien persent (10%) van die koopprys moet kontant betaal word ten tyde van die verkoping en die volle balans met rente teen 'n koers van 17% (sewentien per centum) per jaar bereken op die bedrag van die Vonnisskuldeiser se vordering (en ingeval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) van die datum van verkoping tot datum van registrasie van oordrag teen registrasie ven oordrag, welke bedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

4. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Claremont hierdie 8ste dag van September 1993.

W. Saaiman, vir Van Niekerk Groenewoud & Van Zyl Ing., Prokureurs vir Eiser, Heritage-gebou 101, Dreyerstraat 20, Claremont; p.a. Swanepoel & Coetzee, Dorpstraat 3, Vredendal. (Verw. WS/IL/W09433.)

Saak 28392/90

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **A. M. Kacnis,** Eiser, en **G. Hutchison,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Port Elizabeth, en onder 'n beslaglegging, sal die ondergemelde eiendom verkoop word op Vrydag, 16 Julie 1993 om 14:15, aan die voorkant van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju van die Landddroshof, Port Elizabeth-Suid:

Erf 888, Mill Park, geleë in die munisipaliteit in die distrik Port Elizabeth, groot 1 261 (eenduisend tweehonderd een-en-sestig) vierkante meter, geleë te Burfordsingel 20, Linkside, Port Elizabeth.

Die volgende inligting word verskaf in sake verbeteringe, alhoewel niks gewaarborg is nie: 'n Woonhuis en tuin.

Terme: 10% (tien persent) op die dag van veiling; die balans, BTW ingesluit, indien van toepassing, teen registrasie, verseker te word deur 'n waarborg goedgekeur deur die prokureurs vir die Eiser en wat binne 14 (veertien) dae vanaf veiling voorgelê moet word. Baljukostes as volg: 5% (vyf persent) op die eerste R15 000 (vyftien persent) en daarna 2,5% (twee komma vyf persent) tot 'n maksimum van R500 (vyfhonderd rand), is ook op dag van veiling betaalbaar. Minimum kostes van R50 (vyftig rand) plus BTW.

Gedateer te Port Elizabeth op hede die 3de dag van Junie 1993.

J. P. Bester, vir J. P. Bester & Kie., Eiser se Prokureur, Derde Verdieping, Eerste Nasionale Bankgebou, Hoofstraat 582–586, Noordeinde, Port Elizabeth. (Verw. mej. Van Rooyen/Inv.)

Case 14485/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Ranch Meat Centres,** Plaintiff, and **G. Hutchison,** Defendant

In the execution of a judgment in the Court of the Magistrate's Court for the District of Port Elizabeth, held at Port Elizabeth, in the above-mentioned suit of a sale without reserve will be held at the front entrance of the New Law Courts, North End, Port Elizabeth, on Friday, 15 October 1993 at 14:15, of the undermentioned property, of the Defendant on the conditions to be read out by the auctioneer prior to the sale:

Erf 888, Mill Park, situate in the Municipality and Division of Port Elizabeth, measuring 1 261 (one thousand two hundred and sixty-one) square metres, situated at 20 Burford Crescent, Linkside, Port Elizabeth.

The following information is furnished *re* the improvements though in this aspect nothing is guaranteed.

A residential dwelling and garden.

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 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 R15 000 (fifteen thousand rand) and thereafter 2,5% (two and a half per cent) up to a maximum of R500 (five hundred rand). Minimum charges of R50 (fifty rand).

Dated at Port Elizabeth on this the 2nd day of September 1993.

J. P. Bester, for J. P. Bester & Co., Plaintiff's Attorneys, Third Floor, First National Bank Building, 582–586 Main Street, North End, Port Elizabeth. (Ref. Miss Van Rooyen.)

Saak 6943/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **Worcester Munisipaliteit,** Eiser, en **Abraham Norman Jacobs,** Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en lasbrief tot uitwinning, sal die ondergenoemde eiendom op die perseel van die eiendom self op 18 Oktober 1993 om 11:00, aan die hoogste bieder verkoop word:

Erf 9403, Worcester, geleë te Excelsiorweg 38, Worcester, in die munisipaliteit en afdeling Worcester, groot 311 (drie-honderd en elf) vierkante meter.

Voorwaardes: Die verkoping is onderhewig aan die betaling in kontant van ten minste 20% (twintig persent) van die koopprys op die datum van verkoping en dat 'n bank- of bougenootskapwaarborg verskaf word binne 21 dae vanaf die verkoopdatum vir die balans van genoemde koopprys. In geval van Eiser self die koper is sal die voorwaardes ten opsigte van die 20% (twintig persent) deposito nie van toepassing wees nie.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan nou reeds nagegaan word by die kantoor van die Balju van die Landdroshof, Worcester.

Gedateer te Worcester op die 9de dag van September 1993.

Conradie & Vennote, Prokureur vir Eiser, Stockenströmstraat 23, Worcester.

IN THE SUPREME COURT OF SOUTH AFRICA

(East London Circuit Local Division)

In the matter between **L. Suzman Distributors (Pty) Limited,** Plaintiff, and **E. Tsesmelis,** Defendant

In execution of a judgment of the Supreme Court of South Africa (East London Circuit Local Division) in the above matter, a sale will be held on Friday, 15 October 1993 at 10:00, on site of the immovable property referred to below:

Erf 146, East London, Municipality and Division of East London, in extent one thousand and eighty-five (1 085) square metres, held under Deed of Transfer T3090/1989, situate at 32 Beulah Road, Summerpride, East London.

The following information relating to the property is furnished but not guaranteed in any way: The property has been improved by the construction thereon of a dwelling and usual outbuildings.

Conditions of sale:

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

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale will be read out at the time of the sale and may be inspected at the Sheriff's Office, 28 St James Road, Southernwood, East London, prior to the date of sale.

Dated at East London this 15th day of September 1993.

Abdo & Abdo, Plaintiff's Attorneys, Seventh Floor, Gasson Centre, Church Street, East London. (Ref. D. A. Barter.)

Case 3091/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Ltd** (trading as Trust Bank), Plaintiff, and **C. J. D. Smit,** Defendant

In pursuance of a judgment of this Court on 16 March 1993, and writ of execution dated 23 March 1993, the undermentioned property will be sold in execution on 9 October 1993 at 11:00, at the property known as:

1. Erf 16, Laaiplek Dorp, in the Municipal Area of Velddrift, District of Piketberg, in extent 773 square metres, held at 13 River Street, Laaiplek.

2. Erf 17, Laaiplek Dorp, in the Municipal Area of Velddrift, District of Piketberg, in extent 773 square metres, held under Deed of Transfer T57207/1983.

Conditions of sale:

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

2. The purchase price shall be paid as to 10% (ten per cent) thereof in cash, upon signature of the conditions of sale, or otherwise as the auctioneer or messenger of the Court may arrange and the unpaid balance together with interest thereon at the rate of 18,5% (eighteen and a half per cent) per annum to date of registration of transfer, against registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the Messenger of the Court, immediately prior to the sale, may be inspected in his office.

Dated at Moorreesburg this 20th day of August 1993.

W. J. Smith, for André Kriel & Partners, 38 Long Street, P.O. Box 36, Moorreesburg, 7310.

Saak 3091/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Natalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk** (handeldrywende as Trustbank), Eiser, en **C. J. D. Smit,** Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Hof vir die distrik Natal, en 'n lasbrief gedateer 23 Maart 1993, sal die volgende eiendom in eksekusie verkoop word op 9 Oktober 1993 om 11:00, by die perseel:

1. Erf 16, Laaiplek, in die munisipaliteit Velddrift, afdeling Piketberg, groot 773 vierkante meter.

2. Erf 17, Laaiplek, in die munisipaliteit Velddrift, afdeling Piketberg, groot 773 vierkante meter, geleë te Rivierstraat 13, Laaiplek.

Voorwaardes van verkoping:

1. Die eiendom word voetstoots verkoop aan die hoogste bieër kragtens die Wet op Magistraatshowe, No. 32 van 1944, soos gewysig, en die regulasies daaronder uitgevaardig.

2. *Betaling:* Tien persent (10%) van die koopprys is kontant betaalbaar tydens die veiling en die volle saldo daarvan, met rente teen die huidige koers van 18,5% (agtien komma vyf persent) per jaar, bereken op die bedrag van die Vonnisskuldeiser se eis (en, ingeval daar enige voorkeurkrediteur is, dan ook rente betaalbaar op sodanige voorkeurkrediteur se eis), van die veilingsdatum tot datum van oordrag, welke bedrae gesekureer moet word deur 'n goedgekeurde bank- of bouvereniging-waarborg, wat binne 14 (veertien) dae van die veilingdatum ingedien moet word.

3. *Voorwaardes:* Die volledige veilingvoorwaardes, wat onmiddellik voor die veiling deur die Balju van die Landdros voorgelees sal word, lê ter insae by die kantoor van die Balju van die Landroshof.

Geteken te Moorreesburg op hierdie 2de dag van September 1993.

W. J. Smith, vir André Kriel & Vennote, Langstraat 38, Moorreesburg.

Aan: Die Balju, Laaiplek.

Saak 4447/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen **NBS Bank Beperk,** Eiser, en **J. J. R. Joubert,** Verweerder

Ingevolge 'n vonnis van die Landdroshof te Goodwood, gedateer 6 Mei 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Andersonstraat 10, Goodwood, per publieke veiling te koop aangebied op 21 Oktober 1993 om 11:30:

Erf 8347, Goodwood, ook bekend as Andersonstraat 10, Goodwood, afdeling Kaap, groot 495 vierkante meter, gehou kragtens Transportakte T66876/92.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Goodwood, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju 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 16% (sestien persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Goodwood, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer hierdie 10de dag van September 1993.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EJN294.)

Saak 36091/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **NBS Bank Beperk,** Eiser, en **Benno Woonontwikkeling BK,** Verweerder

Ingevolge 'n vonnis van die Landdroshof, Bellville, gedateer 1 Februarie 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Kokerboomsingel, Kuilsrivier, per publieke veiling te koop aangebied op 19 Oktober 1993 om 10:45.

Erf 9364 (gedeelte van Erf 9358), Kuilsrivier, ook bekend as Kokerboomsingel, Kuilsrivier, afdeling Stellenbosch, groot 385 vierkante meter, gehou kragtens Transportakte T15977/92.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Baju Landdroshof, Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 19,25% (negentien komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 10 September 1993.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EBN256.)

Saak 15196/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Impala Woonstel Beheerliggaam,** Eksekusieskuldeiser, en **P. G. R. Herbert,** Esekusieskuldenaar

Ter uitvoerlegging van 'n vonnis van bogemelde Agbare Hof, gedateer 24 September 1992, sal die volgende eiendom in eksekusie verkoop word op Maandag, 11 Oktober 1993 om 11:00, op die perseel te Impala Woonstel 25, De Kockstraat, Parow, aan die hoogste bieder en onderhewig aan die voorwaardes hierna uiteengesit en die verdere voorwaardes wat deur die afslaer by die verkoping uitgelees sal word:

Eiendom: Sekere Eenheid 25 soos getoon en vollediger beskryf as Deelplan SS60/86, in die skema bekend as Impala ten opsigte van die eiendom en gebou of geboue geleë te Parow in die munisipaliteit Parow, van welke deel die vloeroppervlakte volgens voormelde deelplan 74 (vier-en-sewentig) vierkante meter groot is;

'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos geëndoseer op genoemde deelplan.

Beskrywing: Die volgende inligting word verstrek maar nie gewaarborg nie: Die eenheid bestaan uit sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

Die eiendom kan inspekteer word in oorleg met Prokureurs Brynard & Brynard, Albie de Waalstraat 16, Brackenfell.

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling, tesame met die afslaerskommissie van 7,7% (sewe komma sewe persent) van die koopprys betaal word. Die balans van die koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Vonnisskuldeiser se prokureur en wat aan die Balju, Landdroshof, binne dertig (30) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volle verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Northumberlandstraat, Bellville.

Datum: 7 September 1993.

Brynard & Brynard, Vonnisskuldeiser se Prokureurs, Albie de Waalstraat 16, Brackenfell. (verw. J. Lückhoff/jk/I148.)

Case 1013/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBANY HELD AT GRAHAMSTOWN

In the matter between **East Cape Agricultural Co-operative Ltd,** Plaintiff, and **D. J. C. Els,** Defendant

In execution of a judgment granted in the above Court on 28 November 1993, the following property will be sold by public auction at the Magistrate's Court, Grahamstown, on 15 October 1993 at 12:00:

The right, title and interest in the leasehold in respect of Erf 286, Riebeeck East, measuring 4.28 hectares, held under Deed of Transfer T29829/1986. The property is situated at Riebeeck East.

Conditions of sale:

1. The property will be sold voetstoots to the highest bidder by public auction subject to any servitudes and conditions attaching to the property contained in the relevant title.

2. All Municipal and Divisional Council rates shall be paid in full prior to transfer.

3. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 days after the date of the sale.

4. The purchaser shall pay the auctioneer's charges on the day of the sale.

5. The full conditions of sale may be inspected at the offices of the Sheriff and at the offices of the attorneys for the Plaintiff.

Wheeldon Rushmere & Cole, Attorney for Plaintiff, 119 High Street, Grahamstown, 6140.

Case 41495/92

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

ABSA Bank Limited, trading as United Bank *versus* **Second Avenue, One Hundred and Thirteen CC**

The following property will be sold in execution at the site of the property, 113 Second Avenue, Kenilworth, Cape, on Tuesday, 19 October 1993 at 10:30, to the highest bidder:

Erf 64663, Cape Town, in extent 496 square metres, held by T44521/1989, situated at 113 Second Avenue, Kenilworth, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Entrance, lounge/dining-room, study, kitchen, three bedrooms, bathroom, toilet, single garage and outside room.

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 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. D2U1095/gl.)

Case 52162/91

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

ABSA Bank Limited, trading as United Bank *versus* **Robert George Justice de Wet** and **Enid Mary de Wet**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 20 October 1993 at 10:00, to the highest bidder:

Erf 8595, Grassy Park at Grassy Park, in extent 472 square metres, held by T11060/1991, situated at 128 Sixth Avenue, Grassy Park, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/shower/toilet, bathroom/toilet, double garage and laundry.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U1259/gl.)

Case 53737/91

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

ABSA Bank Limited, trading as United Bank *versus* **Edward Johnson** and **Deborah Barbara Johnson**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 20 October 1993 at 10:00, to the highest bidder:

Erf 104185, Cape Town at Athlone, in extent 496 square metres, held by T44645/1988, situated at 139 Ruimte Road, Primrose Park, Athlone, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/shower and toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U1353/gl.)

Case 7560/93
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 **Darragh Rowland Brown,** First Defendant, and **Carol Anne Brown,** 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 1101 Cinnabar, Main Road, Muizenberg at 14:00, on Wednesday, 10 November 1993, 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, 129/131 St George's Street, Simon's Town:

(a) Section 62 as shown and more fully described on Sectional Plan SS80/1981, in the scheme known as Cinnabar in respect of the land and buildings or buildings situated at Muizenberg in the Municipality of Cape Town of which the floor area according to the said sectional plan, is 193 (one hundred and ninety-three) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan and situated at 1101 Cinnabar, Main Road, Muizenberg.

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

A 193 square metre main dwelling consisting of an entrance hall, living room, kitchen, dining-room, three bedrooms, bathroom with water closet and shower, two water closets and two carports.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

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

Dated at Cape Town this 14th day of September 1993.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084] (Ref. W. D. Inglis/cs/S1277/3429.)

Case 7792/93
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 **Leipold Lionel Eppit,** First Defendant, and **Mary-Anne Eppit,** 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 in front of the Kuils River Magistrate's Court, on Friday, 29 October 1993 at 09:30, 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, 29 Northumberland Avenue, Bellville:

Erf 5736, Eerste River, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 334 square metres, and situated at 105 Bobs Way, Santana, Eerste River.

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

A 52 square metres main dwelling consisting of a lounge, kitchen, two bedrooms and a bathroom with water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

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

Dated at Cape Town this 14th day of September 1993.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084] (Ref. W. D. Inglis/cs/S1307/3467.)

Case 8631/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Wesley Charles Jacobs,** Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 16 August 1993, the undermentioned property will be sold in execution at the Kuilsriver Magistrate's Court, on Tuesday, 12 October 1993 at 09:00:

Erf 2062, Eerste River, in the Local Area of Blue Downs, Division of Stellenbosch, measuring 248 (two hundred and forty-eight), and comprising of lounge, two bedrooms, bathroom, toilet, kitchen and servants' quarters, comprising of bedroom, bathroom/toilet and kitchen, and known as 68 River Crescent, Forest Park, Eerste River.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 10th day of September 1993.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 356/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOUNT CURRIE HELD AT KOKSTAD

In the matter between **Izingolweni Properties (Pty) Ltd,** Plaintiff, and **Bradley David Haigh,** Defendant

In pursuance of a judgment granted on 22 September 1992 in the Court of the Magistrate, Kokstad, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 13 October 1993 at 10:00, in front of the Magistrate's Court, Kokstad, to the highest bidder:

Description: Subdivision 6 of the farm Alfred Native Location 3 No. 15843, situated in the Administrative District of Natal, in extent 2,028 hectares, Magisterial District of Alfred.

Subdivision 5 (of 1) of the farm Coniston 10749, situated in the Administrative District of Natal, in extent 9 082 square metres, Magisterial District of Port Shepstone.

Lot 96, Umtentweni Extension 3, situated in the Umtentweni Town Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 5 503 square metres, Magisterial District of Port Shepstone.

Remainder of the farm Driefontein 285, situated in the Administrative District of Mount Currie, in extent 545,065 hectares, District of Mount Currie.

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 Court Sheriff, within fourteen (14) days after date of sale.

The full conditions may be inspected at the offices of the Sheriff of the Court, Kokstad, or at our offices.

Eagle Barnes & Heyns, Plaintiff's Attorneys, 90 Main Street, Kokstad.

Case 437/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERT HELD AT BURGERSDORP

In the matter between **Standard Bank,** Judgment Creditor, and **Joel Ronald,** and **Ellen Juliana Damon,** Judgment Debtors

In execution of a judgment granted by the above Honourable Court on 7 December 1992, in the above-mentioned suit, a sale with reserve will be held by the Sheriff, H. Viljoen, from 25 Hendrik Potgieter Street, Burgersdorp, at the Magistrate's Court, Church Street, Burgersdorp, on 24 September 1993 at 14:00, of the undermentioned property of the Execution Debtor, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the above-mentioned Sheriff, prior to the sale:

Certain Erf 1337, in the Township of Eureka, Burgersdorp, Registration Division Albert, measuring 480 square metres, also known as 144 Protea Avenue, Eureka, Burgersdorp.

The property is reported to be in a proper condition, but nothing is guaranteed.

Terms: 10% (ten per centum) of the purchase price and 3% (three per centum) auctioneer's charges (minimum R10) in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court within 21 (twenty-one) days from the date of sale. The purchaser shall be liable to pay interest at the rate of 20,75% (twenty comma seven five per centum) per annum, from the date of sale until the date of transfer of the property to be secured creditor, namely Standard Bank.

Signed at Burgersdorp on the 6th day of September 1993.

Hanekom & Bester, Judgment Creditor's Attorneys, 6 Church Street, P.O. Box 19, Burgersdorp, 5520. (Ref. Mr Bester/TM/SB23.)

Saak 437/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERT GEHOU TE BURGERSDORP

In die saak tussen **Standard Bank,** Eksekusieskuldeiser, en **Joel Ronald,** en **Ellen Juliana Damon,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 7 Desember 1992, in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, H. Viljoen, van Hendrik Potgieterstraat 25, Burgersdorp, te Landdroskantoor, Kerkstraat, Burgersdorp, op 24 September 1993 om 14:00, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping van welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 1337, in die voorstad van Eureka, Burgersdorp, Registrasieafdeling Albert, groot 480 vierkante meter, ook bekend as Protearylaan 144, Eureka, Burgersdorp.

Na bewering is die eiendom in 'n redelike toestand, maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 3% (drie persent) afslaersgelde (minimum R10) in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 21 (een-en-twintig) dae vanaf datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 20,75% (twintig komma sewe vyf persent) per jaar, vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik Standard Bank.

Geteken te Burgersdorp op hierdie 6de dag van September 1993.

Hanekom & Bester, Prokureurs vir Skuldeiser, Kerkstraat 6, Posbus 19, Burgersdorp, 5520. (Verw. mnr. Bester/TM/SB23.)

Case 3312/93

IN THE MAGISTRATE'S COURT FOR THE DISTICT OF PAARL HELD AT PAARL

In the matter between **ABSA Bank Limited,** trading as United Bank, Plaintiff, and **Pieter Samuel Williams,** and **Cheryl Williams,** Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder at the site of the property on 19 October 1993 at 10:00:

Erf 16782, Paarl, in the Municipality of Paarl, Division of Paarl, in extent 250 square metres, also known as 17 Beethoven Avenue, Dalvale, Greenhill, Paarl.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling with lounge, kitchen, two bedrooms and bathroom-/toilet.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 13th day of September 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Saak 5542/93

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Saambou Bank Beperk,** Eiser, en **H. T. Daniels,** Eerste Verweerder, en **S. B. Daniels,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die bogemelde Agbare Hof op 21 Julie 1993 en 'n lasbrief vir eksekusie uitgevoer op 11 Augustus 1993, sal die ondervermelde vaste eiendom per openbare veiling verkoop word voor die Landdroskantore, Durbanstraat, Uitenhage, op Donderdag, 21 Oktober 1993 om 11:00:

Erf 5577, Uitenhage, in die munisipaliteit en afdeling Uitenhage, groot 654 vierkante meter, gehou kragtens Transportakte T74128/91, geleë te Kanonstraat 118, Uitenhage.

Verbeterings: 'n Woonhuis met gebruiklike buitegeboue, alhoewel geen waarborg in verband daarmee gegee word nie.

Terme van voorwaardes: Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping plus 4% (vier persent) Balju (afslaers) koste en vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

Voorwaardes van verkoping: Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, Bairdstraat 4, Uitenhage.

Gedateer te Uitenhage op hierdie 10de dag van September 1993.

Conradie Pieterse & Kamfer, Prokureurs vir Eiser, Kerkstraat 28B, Posbus 142, Uitenhage, 6230. (Verw. mej. Uys/jvj.)

Case 622/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **First National Bank of Southern Arica Ltd,** Execution Creditor, and **William Lasker,** Execution Debtor

In pursuance of a judgment of the Supreme Court of South Africa and a writ of execution dated 13 May 1993, the property listed hereunder will be sold in execution at 12 Regent Street, Woodstock, on 12 October 1993 at 11:30:

Remainder Erf 11476, Woodstock, in the Municipality of Cape Town, in extent 372 square metres, held under Deed of Transfer T3547/1990.

1. The aforementioned property is situated at 10 and 12 Regent Street, Woodstock.

2. The following improvements are reported to be on the property, but nothing is guaranteed: It comprises two semi-detached houses. Eact semi-detached house is a single storey building with three bedrooms, bathroom, laundry and kitchen.

3. *Payment:* A deposit of 10% (ten per cent) of the purchase price must be paid in cash or by means of a deposit-taking institution-guaranteed cheque immediately on the conclusion of the sale and the balance [plus interest at the current rate of 16,21% (sixteen comma two one per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

5. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 15th day of September 1993.

E. Morkel, for Mallinick Ress Richman & Closenberg Inc., Attorneys for Execution Creditor, Sixth Floor, 2 Long Street, Cape Town.

NATAL

Case 3970/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **First National Bank,** Creditor, and **S. D. Sewpersad,** Debtor

In pursuance of a judgment in the above Honourable Court dated 15 September 1992 and a warrant of execution, the undermentioned property will be sold in execution on 12 October 1993 at 10:00, in front of the Magistrate's Court, Keate Street, Ladysmith:

Subdivision 10 of Lot 6042 Extension 25, situated in the Borough of Ladysmith, Administrative District of Natal, in extent seven hundred and ninety-two (792) square metres, situated at 12 Tulip Street, Ladysmith.

Zone: Residential (i) Dwelling.

The following improvements of the property are provided, but are not guaranteed: Two bedrooms, bathroom, kitchen and lounge. Carpets in lounge and two bedrooms.

Material conditions:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, as well as the conditions of sale, which may be inspected at 5 Poort Road, Ladysmith.

2. Purchaser shall pay 10% (ten per cent) of the purchase price upon conclusion of the sale in cash, and shall guarantee the balance within 14 days.

3. The property shall be sold voetstoots.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, 5 Poort Road, Ladysmith.

Signed at Ladysmith on 30 August 1993.

C. A. Botha & Partners, Plaintiff's Attorneys, 74 Murchison Street, Ladysmith. (Ref. Mr Louw/EH/UYS383.)

Case 47/93

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 **Y. W. Ntshingila,** 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, 26 October 1993 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site C2858, Ezakheni, in extent 300 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G41075/10.

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 bath-room combined.

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 26 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-guarateed 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 30th day of August 1993.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF436.)

Case 35/93

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. H. Thabede,** 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, 19 October 1993 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E2487, Ezakheni, in extent 550 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G9541/87.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling, comprising three bedrooms, living-room, kitchen and outbuildings w.c. and shower.

Extent: 550 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 19 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 not 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 30th day of August 1993.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF429.)

Case 51/92

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 **N. L. Dlamini,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 1 June 1992 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 19 October 1993 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E2439, Ezakheni, in extent 188 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G9250/87.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling, comprising three bedrooms, living-room, kitchen and outbuildings, w.c. and shower. *Extent:* 188 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. the property shall be sold by the Sheriff of Klip River on 19 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 30th day of August 1993.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF292.)

Case 718/93

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 **J. W. O'Donoghue,** First Execution Debtor, and **L. C. C. O'Donoghue,** Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 18 March 1993, and a warrant of execution issued on 15 April 1993, the following immovable property will be sold in execution on 15 October 1993 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Lot 6222, Pinetown (Extension 59), situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 074 square metres.

Postal address: 86 Holzner Road, Mariannhill Park, Pinetown.

Improvements: Brick under tile dwelling consisting of three bedrooms, main en suite, bathroom, toilet, dining-room, lounge, kitchen, garage and outside toilet/shower.

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 6th day of September 1993.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 375/93

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

In the matter between **Town Treasurer for Borough of Pinetown,** Execution Creditor, and **L. A. Eccles,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 29 April 1993, and a warrant of execution issued on 13 May 1993, the following immovable property will be sold in execution on 15 October 1993 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Subdivision 15 (of 9), of Lot 207, Ashley, situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 508 square metres.

Postal address: 85 Pine Street, Ashley, Pinetown.

Improvements: Brick under tile dwelling consisting of four bedrooms, lounge, dining-room, kitchen, two bathrooms, single garage and pool.

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 6th day of September 1993.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 4487/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **First National Bank of Southern Africa Limited,** Execution Creditor, and **Robert Sipho Mnembe,** Execution Debtor

In pursuance of a judgment granted on 17 June 1993, in the Verulam, Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 15 October 1993 at 10:00, at Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, to the highest bidder:

The sale shall be for rands, in multiples of R100 only.

Address of dwelling: G281, Dudu Road, kwaMashu, Natal.

Description and improvements: Unit G281, kwaMashu, situated in the Township of kwaMashu, District of Ntuzuma, in extent 334 (three hundred and thirty-four) square metres, held under Deed of Grant G5573/89, subject to the conditions therein contained and more especially to the reservation of rights of minerals in favour of KwaZulu Government, being a substantially damaged three bedrooms, bathroom, residential unit with living area and kitchen. Only damaged walls now remain standing.

Zoning: Residential.

Nothing above is guaranteed.

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

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash or by way of a bank-guaranteed cheque 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 payment of interest at the rate of 16% (sixteen per cent) per annum calculated and capitlized monthly in advance, to the Execution Creditor and to the bondholder First National Bank of Southern Africa, on the respective amounts of the award to the Plaintiff in the plan of distribution calculated as from the date of sale to the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer dues, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Umhlanga Rocks this 7th day of September 1993.

A. J. M. Pearse, for Mooney Ford & Partners, c/o Gavin Gow & Company, Plaintiff's Attorneys, First Floor, Chartwell Centre, Chartwell Drive, Umhlanga Rocks. (Ref. ML/F228.)

Case 43071/92

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Abdool Basheer Khan,** First Defendant, and **Soraya Begum Khan,** Second Defendant

In pursuance of a judgment granted on 19 August 1992 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 15 October 1993 at 10:00, at the front entrance to the Sheriff's Office, Mountview Shopping Centre, Inanda Road, Verulam:

Description: Lot 1276, Hillgrove, situated in the City of Durban, Administrative District of Natal, in extent two hundred and forty-six (246) square metres.

Address: 21 Frosthill Close, Hillgrove, Newlands West.

Improvements: Block under tile dwelling comprising of three bedrooms, lounge with dining-room, kitchen and toilet with bathroom and water and light 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 garantee.

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/05N011327.)

Case 4626/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited,** Execution Creditor, and **Mr Subramoney Marimuthoo,** First Execution Debtor, and **Mrs Soobammah Marimuthoo,** Second Execution Debtor

In pursuance of judgment granted on 24 May 1993, in the Verulam Magistrate's Court and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 15 October 1993 at 10:00, in front of the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, to the highest bidder:

Description: A certain piece of land being Lot 491, Westham, situate in the City of Durban, Administrative District of Natal, in extent 200 (two hundred) square metres.

Postal address: 12 Hawkham Grove, Westham, 4068.

Improvements: Block under tile dwelling consisting of: Lounge, dining-room, kitchen, three bedrooms, bathroom, toilet.

Town-planning: Zoning: Special Residential 180; Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's Attorneys to be furnished to the Acting Magistrates Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Acting Sheriff for the Magistrate's Court, 2 Mountview Shopping Centre, Verulam or at our offices.

Dated at Durban this 3rd day of September 1993.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban 4001; P.O. Box 714, Durban, 4000/DOCEX 71. [Tel. (031) 304-7614/5.] (Ref. CMK/072/016720/Mrs Chetty.)

Case 24400/93

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

In the matter between **ABSA Bank Limited,** Execution Creditor, and **Mr Babs Frank,** Execution Debtor

In pursuance of judgment granted on 1 July 1993, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 12 October 1993 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A certain unit being:

(a) Section 73 as shown and more fully described on Sectional Plan SS139/1981, in the scheme known as Bryanston Heights in respect of the land and building or buildings situate at Durban, Local Authority of Durban, of which the floor area, according to the said sectional plan, is 98 (ninety eight) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: 601 Bryanston Heights, 169 Berea Road, D.

Improvements: Brick under Flat cone consisting of: Entrance hall, lounge and dining-room, kitchen, three bedrooms, bathroom/shower, bathroom/toilet.

Town-planning: Zoning: General Residential 2; Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's Attorneys to be furnished to the Magistrates Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more that one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 15 Milne Street, Durban or at our offices.

Dated at Durban this 8th day of September 1993.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban 4001; P.O. Box 714, Durban, 4000/DOCEX 71. [Tel. (031) 304-7614/5.] (Ref. CMK/A332/016666/Mrs Chetty.)

Case 11308/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **L. W. Hawkins,** First Defendant, and **Y. Hawkins,** Second Defendant

In pursuance of a judgment granted 19 November 1992, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 8 October 1993, in front of the Magistrate's Court, Chancery Lane, Pinetown, at 10:00:

Description: Lot 960, New Germany (Extension 8), situate in the Borough of New Gemany and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 932 square metres, held by Deed of Transfer 24333/89.

Physical address: 4 Weaver Place, New Germany.

Improvements: Single storey, brick under tile dwelling, three bedrooms, one and a half bathroom, kitchen, lounge, dining-room, garage, servant's ablutions and swimming-pool.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's Attorneys to be furnished to the Sheriff, within fourteen (14) days after the date of sale. The sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 3rd 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 223/93

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

In the matter between **Paint & Abrasive Warehoue (Pty) Ltd,** Plaintiff, and **Rob Park,** trading as Proseal, Defendant

In pursuance of a judgment granted on 16 January 1991, in the Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 8 October 1993, at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Lot 82, Waterfall (Extension 4), situate in the Development Area of Waterfall in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 930 square metres, held by Deed of Transfer T24804/89.

Physical address: 5 Horeshoe Crescent, Waterfall.

Improvements: Brick under tile dwelling, three bedrooms (m.e.s., b.i.c.), bathroom, with toilet, lounge, kitchen, lounge/dining-room, servants' quarters and double garage. Fully fenced.

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

2. The purchaser shall pay 10% of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's Attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% 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 7th day of September 1993.

V. H. Clift, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mrs Rajmun/P 1096.)

Case 458/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Development & Services Board,** Judgment Creditor, and **M. Lalbasanth,** First Judgment Debtor, and **R. Lalbasanth,** Second 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, 15 October 1993 at 10:00, by the Sheriff for the Magistrate's Court at the Main entrance to the Magistrate's Court, Scott Street, Scottburgh, to the highest bidder, without reserve, subject to the conditions of sale:

Lot 39, Naidooville, situate in the Development Area of Craigieburn, Administrative District of Natal, in extent 1858 square metres, situate at 25 Hillary Road, Umkomaas, held by judgment debtors under Deed of Transfer T22687/87.

The following information is given about the immovable property but is not guaranteed:

Zoning: Residential.

Improvements:

Brick and cement until tile dwelling, consisting of patio, lounge/dining-room combined, kitchen, three bedrooms, bathroom, toilet and prayer structure outside.

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 6 September 1993.

Venn Nemeth & Hart, Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. NLR/04D4704/92.)

Saak 3298/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **Boland Bank Beperk,** Eksekusieskuldeiser, en **Johannes Mathys Roberts,** getroud binne gemeenskap van goedere met **Magdalena Elizabeth Roberts,** Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bovermelde Agbare Hof en daaropvolgende lasbrief vir eksekusie gedateer 20 Augustus 1993 sal die onroerende eiendom synde Perseel 6529, Newcastle-uitbreiding 34, geleë in die Munisipaliteit van Newcastle, Administratiewe distrik Natal, geleë te Hendrik Potgieterstraat 8, Newcastle, geregtelik verkoop word op Woensdag, 13 Oktober 1993 om 10:00, te die voorportaal van die Landdroshof, Murchisonstraat, Newcastle:

Die eiendom is verbeter met 'n woning van baksteen met sinkdak bestaande uit 'n gesinskamer, eetkamer, kombuis, vier slaapkamers, twee badkamers, aparte stort met toilet, motorhuis en bediende kwartiere.

Geen van die verbeteringe op die eiendom is gewaarborg nie. Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, Yorkstraat 36, Newcastle, en is onderandere die volgende:

1. Die eiendom sal deur die Balju van die Landdroshof, Newcastle, by wyse van openbare veiling aan die hoogste bieër verkoop word, vir kontant, maar sodanige verkoping is onderhewig aan bekragtiging deur die Vonnisskuldeiser of sy Prokureurs, binne 10 dae vanaf datum van verkoping, en is verder onderhewig aan die voorwaardes soos uiteengesit in artikel 66 (2) van Wet, No. 32 van 1944, soos gewysig.

2. Die koper sal 'n deposito betaal van 10% (tien persent) van die koopprys op ondertekening van die verkoopvoorwaardes en die balans van die koopprys plus rente teen 20% (twintig persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal gewaarborg word by wyse van 'n goedgekeurde bank- of bouverenigingwaarborg wat gelewer moet word aan die Eksekusiekskuldeiser se Prokureurs binne veertien (14) dae vanaf die datum van verkoping.

3. Die koper sal die afslaer se koste betaal op datum van verkoping.

Gedateer te Newcastle hierdie 6de dag van September 1993.

J. Oberholster, vir De Jager Kloppers Steyn & Oberholster, Prokureurs vir Eksekusieskuldeiser, Vierde Vlak, Unitedgebou, Scottstraat, Newcaste. (Verw. ZO 3011/BB R.102/isf.)

Case 33016/93

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 **Royal Kethuxalo Skosana,** Defendant

In pursuance of a judgment granted on 26 July 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 13 October 1993 at 10:00, at the main entrance to the Magistrates' Courts Building, Umlazi (at the National and KwaZulu flag pole):

Description: Ownership Unit N595, in the Township of Umlazi, in the District of Umlazi, as more fully shown on General Plan BA30/1968, held under Deed of Grant 1434/95, in extent 939,3 square metres.

Postal address: N595 Umlazi Township.

The property consists of dwelling-house of plastered brick, with tile roof, three bedrooms, bathroom, kitchen, dining-room, with electricity, no garage or outbuildings and concrete 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 14 (fourteen) 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, Umlazi.

Dated at Durban on this 7th day of September 1993.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms H. Meumann/m/014158.)

Case 8335/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **K. E. M. Marshall,** First Defendant, and **G. Marshall,** Second Defendant

In pursuance of a judgment granted on 2 August 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 8 October 1993 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Lot 2714, Westville Extension 26, situated in the Borough of Westville, Administrative District of Natal, in extent 2 069 square metres, held by Deed of Transfer T4183/93.

Physical address: 42 Jupiter Road, Westville.

Improvements: Single storey, brick under tile dwelling, four bedrooms, two and a half bathrooms, kitchen/scullery, lounge, dining-room, family room, entrance porch and hall, two garages, swimming-pool, servants' quarters and ablutions.

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

2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within 14 (fourteen) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 7th 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 1219/91

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **T. S. Vombe,** Defendant

In pursuance of a judgment granted on 26 February 1991 in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 8 October 1993 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Unit A5012, in the Township of kwaNdengezi, District of Mpumalanga, in extent of 465 square metres, represented and described on General Plan BA109/1969.

Physical address: Unit A5012, kwaNdengezi.

Improvements: Brick under tile dwelling, three bedrooms, bathroom, toilet, lounge, dining-room and kitchen.

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

2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within 14 (fourteen) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 7th 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 11561/90

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **S. N. Sibiya,** Defendant

In pursuance of a judgment granted on 16 November 1990 in the Magistrate's Court and under a writ of execution issued thereafer, the immovable property listed hereunder will be sold in execution on 8 October 1993 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Unit D801, in the Township of kwaDabeka, District of Pinetown, in extent 300 square metres, represented and described on General Plan 328/1984.

Physical address: Unit D801, kwaDabeka.

Improvements: Fibre glass under tile dwelling, two bedrooms, bathroom, kitchen, lounge and outside toilet.

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

2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within 14 (fourteen) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 6th 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 4255/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedperm Bank Limited,** Execution Creditor, and **Victoria Busisiwe Masondo,** Execution Debtor

In pursuance of a judgment granted on 24 June 1991 in the Magistrate's Court for the District of Inanda, held at Verulam, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold ine execution on Friday, 8 October 1993 at 10:00, at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam:

Description: Ownership Unit 870, in the Township of Ntuzuma-F, District of County of Victoria, in extent four hundred and eighty-three (483) square metres, represented and described on General Plan PB419/1978 held under Deed of Grant G1426/86.

Street address: Unit 870, Ntuzuma-F, Ntuzuma.

Improvements: A brick under tile dwelling consisting of five bedrooms, lounge, kitchen, pantry, toilet with bathroom and garage. Light and water facilities.

Zoning: General residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

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

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

2. The purchaser shall be liable for interest at the rate of 21,75% (twenty-one comma seven five per centum) per annum, to the Bondholder, Nedcor Bank Limited (formerly named 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, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Durban on this the 3rd day of September 1993.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

Case 3384/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Bongani Justice Buthelezi,** 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 13 October 1993 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Site 5731, Unit D, 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 on this the 2nd day of September 1993.

Hopkins & Southey, Attorneys for Plaintiff, Suite 12, S.A. Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

Saak 3384/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Limited,** Eksekusieskuldeiser, en **Bongani Justice Buthelezi,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 20 Augustus 1993, word die ondervermelde eiendom op 13 Oktober 1993 om 10:00, voor die Landdroshof, Newcastle, geregtelik verkoop, naamlik:

Sekere Perseel D5731, 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 2de dag van September 1993.

Hopkins & Southey, Prokureurs vir Eiser, 12 Bo-grondvloer, S.A. Perm Arcade, Scottstraat 58, Newcastle.

Case 3875/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **Nedperm Bank Limited,** 51/00009/06, Execution Creditor, and **Subdivision 3 of Lot 1860, Stanger CC** (CK90/12844/23), Execution Debtor

In pursuance of a judgment of the Magistrate's Court of the District of Lower Tugela, held at Stanger, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 15 October 1993 at 10:00, at the front of the Magistrate's Court Building, Couper Street, Stanger:

Description: Subdivision 3 of Lot 1860, Stanger Extension 19, situated in the Borough of Stanger, Administrative District of Natal, in extent one thousand and fifteen (1 015) square metres.

Physical address: Subdivision 3, Lot 1860, Geranium Street, Stanger Manor, Stanger.

Improvements: Vacant land.

Zoning: Residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser (other than the Execution Creditor), shall pay a deposit of ten per centum (10%) of the purchase price and the auctioneer's charges in cash at the time of the sale.

3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for payment of interest at the rate of (20,75%) twenty comma seven five per centum, per annum, to the Execution Creditor from the date of sale to the date of registration and transfer.

5. The transfer shall be effected by Attorneys Laurie C. Smith Incorporated and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff of Court, Stanger, and all interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Stanger on this the 3rd day of September 1993.

Laurie C. Smith Inc., Plaintiff's Attorneys, 22 Jackson Street; P.O. Box 46, Stanger. (Ref. Mr Horton/RK/N.281/COL.)

Case 3382/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Jabulani Kennedy Makhaya,** 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 13 October 1993 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Site 2493, Unit F, 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 on this the 2nd day of September 1993.

Hopins & Southey, Attorneys for Plaintiff, Suite 12, S.A. Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

Saak 3382/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Limited,** Eksekusieskuldeiser, en **Jabulani Kennedy Makhaya,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 19 Augustus 1993, word die ondervermelde eiendom op 13 Oktober 1993 om 10:00, voor die Landdroshof, Newcastle, geregtelik verkoop, naamlik:

Sekere Perseel F2493, Madadeni-dorpsgebied, distrik Newcastle.

Die eiendom is verbeter, maar niks word gewaarborg nie. Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

(1) Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

(2) Die eiendom word voetstoots en onderhewig aan die voorwaardes soos vervat in die Titelakte daarvan.

Gedateer te Newcastle hierdie 2de dag van September 1993.

Hopkins & Southey, Prokureurs vir Eiser, 12 Bo Grondvloer, S.A. Perm Arcade, Scottstraat 58, Newcastle.

Case 1461/93

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 **Heber Investments CC** (CK89/40195/23), First Execution Debtor, and **Willem Heber de Beer,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, dated 27 May 1993, the following immovable properties will be sold in execution on 15 October 1993 at 09:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

1. Lot 1231, Uvongo (Extension 2), situated in the Borough of Uvongo, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 2 780 square metres, and

2. Lot 1232, Uvongo (Extension 2), situated in the Borough of Uvongo, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 3 320 square metres.

The following information is furnished regarding the properties, but is not guaranteed:

The properties are situated at Lot 1231, and Lot 1232, Uvongo.

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, 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 on this the 3rd day of September 1993.

John Crickmay & Co., Execution Creditor's Attorneys, First Floor, Gird Mowat Centre; P.O. Box 156, Margate, and/or 8 Archibald Road, Port Shepstone.

Case 597/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Mhlebeni Victor Magwaza,** Execution Debtor

In pursuance of a judgment granted on 18 May 1993, in the Magistrate's Court for the District of Umlazi, held at Umlazi, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Wednesday, 13 October 1993, at the Main South Entrance to the Umlazi Magistrate's Court, Umlazi (near the National and KwaZulu Flag Post), at 10:00:

Description: Ownership Unit 190, in the Township of Umlazi—Unit 25, District of Umlazi, in extent five hundred and seventy three (573) square metres, represented and described on General Plan BA339/1979 held under Deed of Grant.

Street address: Unit 190, Umlazi—Unit 25, Umlazi.

Improvements: A brick plastered tiled roof dwelling-house consisting of two bedrooms, bathroom, kitchen, dining-room with electricity.

Zoning: General Residential (nothing guaranteed).

The sale shall be for Rands and no bids of less than one hundred rand (R100) shall be accepted.

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

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

2. The purchaser shall be liable for interest at the rate of 16% (sixteen per centum) 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, Old Magistrate's Office, Room 101, V1030, Umlazi.

Dated at Durban on this the 1st day of September 1993.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

Case 21394/93

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

In the matter between **Rodney Bruce Dorkin,** First Execution Creditor, **Basil Ashfield Hough,** Second Execution Creditor, **Cecile Isabelle Lindsay,** Third Execution Creditor, **Vishnu Maharaj,** Fourth Execution Creditor, **Premilla Maharaj,** Fifth Execution Creditor, and **John Cheffins Mason N.O.,** Sixth Execution Creditor, and **Govindasamy Govindasamy,** First Execution Debtor, **Abraham Devasagayam Caleb,** Second Execution Debtor, **Devaranee Caleb,** Third Execution Debtor, **Ruganatha Chetty,** Fourth Execution Debtor, **Lakshmi Chetty,** Fifth Execution Debtor, **Moonsamy Pillay,** Sixth Execution Debtor, **Govindamma Pillay,** Seventh Execution Debtor, and **Raganie Moonsamy,** Eighth Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Durban, and writ of execution dated 5 July 1993, the immovable property listed hereunder will be sold in execution on 5 October 1993 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Subdivision 628, of the farm Sydenham 14101, situated in the City of Durban, Administrative District of Natal, in extent 231 square metres.

Postal address: 15 Poppy Place, Sydenham, Durban.

Improvements: Brick under tile dwelling consisting of lounge, bedroom, kitchen, toilet with tub and wash basin and verandah.

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 purchasers shall pay immediately after the sale 10% (ten per centum) of the purchase price together with the Sheriff's commission plus VAT.

The full conditions may be inspected at our office and/or at the office of the Sheriff of the Magistrate's Court, Durban North.

J. C. Mason & Co., Plaintiff's Attorneys, 600 Liberty Life House, 269 Smith Street, Durban.

Case 50472/92

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Makhosazana Lephina Dlamini,** Execution Debtor

In pursuance of a judgment granted on 1 October 1992, in the Magistrate's Court for the District of Durban, held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 14 October 1993 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban:

Description: All the mortgagor's right, title and interest in and to certain leasehold of Lot 244, Lamontville, Administrative District of Natal, in extent 321 (three hundred and twenty-one) square metres held under Certificate of Registered Grant of Leasehold TL1005/88.

Street address: 1054 Hadebe Street, Lamontville, Durban.

Improvements: A brick under tile house consisting of two bedrooms, lounge, kitchen, bathroom and toilet.

Zoning: General Residential (nothing guaranteed).

The sale shall be for Rands and no bids of less than R100 (one hundred rand) shall be accepted.

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

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 19,25% (nineteen comma two five per centum) 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 9th day of September 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 1191/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Malcolm Dell Bowie,** First Defendant, and **Jocelyn Leigh Bowie,** Second Defendant

In pursuance of a judgment in the above Honourable Court, dated 1 June 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, 172 Loop Street, Pietermaritzburg, on Friday, 15 October 1993 at 09:00, to the highest bidder:

Subdivision 6 of Lot 1841, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1 218 square metres, held by the Defendants under Deed of Transfer T4624/1974.

The following information is given but not guaranteed:

1. The property is a residential property at 75 Dennis Road, Hayfields, Pietermaritzburg.

2. There is a single-storey dwelling comprising lounge, dining-room, three bedrooms, two bathrooms (mes), sewing room, kitchen, lock-up garage and open carport and servants' quarters.

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 21 (twenty-one) days after date of sale.

3. The sale shall be without reserve.

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 10th day of September 1993.

J. von Klemperer, for Von Klemperer & Davis, Plaintiff's Attorneys, 2 Princess Street, Pietermaritzburg. (Ref. JVK/LAP/01/F508/014.)

Case 4081/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mahomed Ismail Asmal,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 20 July 1993, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Pinetown at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 22 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 62 Caversham Road, Pinetown, 3610, namely:

Subdivision 2 of Lot 6478, Pinetown, situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 4 524 (four thousand five hundred and twenty-four) square metres, which property is physically situated at Recreation Road, Pinetown, 3600, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T9348/85.

Improvements: Vacant land.

Zoning: The property is zoned for 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) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18% (eighteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban on this the 6th day of September 1993.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/045/017566/Mrs Chetty.)

Case 8142/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Goldstein Coastal (Natal) (Pty) Limited,** Execution Creditor, and **John Horwood,** Execution Debtor

In pursuance of a judgment in the Supreme Court (Durban and Coast Local Division) Dated 21 December 1993, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 8 October 1993 at 10:00, on the steps of the Supreme Court, Masonic Grove, Durban, to the highest bidder without reserve:

Property description: Sub 64 of Lot 300 Bluff, situate in the City of Durban, Administrative District of Natal, in extent 2 012 (two thousand and twelve) square metres.

Physical address: 21 Herbert Andrews Road, Bluff, Durban.

Improvements: Double storey house, cement under cement double garage, attached to main house, electronic doors. Upstairs: Bathroom, tiled shower, bath, toilet and basin, dressing room next to bathroom, lounge, then an open tiled section leading to: Two bedrooms, bathroom with shower, toilet and basin (tiled). This area has a full verandah round it. Downstairs: Toilet and basin (tiled), kitchen, built-in cupboards and separate pantry (tiled), lounge and dining-room, interleading (tiled), bar, lounge, two bedrooms, store-room, bathroom (bath, basin, shower, toilet, tiled). The property is partly walled.

(The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Zoning: (The accuracy hereof is not guaranteed): Special Residential.

1. The sale shall be subject to the terms and conditions of the Supreme Court 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 together with the auctioneer's commission.

3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for the payment of interest at the rate of 18,5% (eighteen comma five per cent) per annum to the First Bondholder, on the amount of the award to the First Bondholder in the distribution plan from the date of sale to date of transfer, both days inclusive, and interest on any other Bonds at the rate mentioned in such Bonds for the same period.

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and ay other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 7th day of September 1993.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. A:/AFD/Sale/G40.)

Case 4414/90

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Execution Creditor, and **Vuyisile Thembinkosi Maxwell Mkhize,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Pinetown, held at Pinetown, dated 6 June 1990, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 15 October 1993 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Property description: Ownership Unit D400, in extent 296 (two hundred and ninety-six) square metres, situate in the Township of kwaDabeka in the District of Pinetown, represented and described on General Plan 328/84.

Postal address: Unit D400 kwaDabeka.

Improvements: A fibre glass and tile dwelling comprising: Two bedrooms, lounge, kitchen, bathroom, outside toilet.

(The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Zoning—The accuracy hereof is not guaranteed: Special Residential.

1. The sale shall be subject to the Magistrate's Court Act No. 32 of 1944 (as amended) and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price or R500 whichever is the greater, and the Auctioneer's charges in cash at the time of the sale.

3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for the payment of interest at the rate of 18% (eighteen per cent) per annum to the Execution Creditor from the date of sale to date of registration of transfer.

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff, 62 Caversham Road, Pinetown, 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 7th day of September 1993.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban.) (Ref. C:/Nedperm/Sale/M310.)

Case 576/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Seeneevasan Soobiah Pillay,** Defendant

In pursuance of a judgment of the Supreme Court of South Africa, Durban and Coast Local Division dated 10 March 1993, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Acting Sheriff of the Supreme Court, Durban on 8 October 1993 at 10:00, at the steps of the Supreme Court, Durban to the highest bidder without reserve.

Property description: Lot 1913 Isipingo (Extension 14) situate in the Borough of Isipingo and in the Amanzimtoti Regional Water Services Area, Administrative District of Natal, in extent 1 160 (one thousand one hundred and sixty) square metres.

Physical and postal address: 8 Fiddlewood Road, Isipingo Hills, Durban.

Improvements: Double storey house, brick and plaster under tile roof (face brick outside). Main Building: Four bedrooms (en site with basin/shower/toilet), two toilets, two bathrooms (bath/basin/toilet), dining-room (carpeted), two lounges (carpeted), three rooms are airconditioned, kitchen (tiled floor, fitted cupboards). Servant's quarters: Attached to garage/house, room with toilet/shower. The property has a brick tile driveway and is fully fenced with a concrete fence. Double garage.

Nothing is guaranteed in respect of the above.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale together with the Sheriff's commission.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys and to be furnished within 14 (fourteen) days after the date of the sale.

4. The purchaser shall be liable for the payment of interest to the execution creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. The purchaser shall pay auctioneer's charges of 5% (five per cent) of the first R20 000 of the purchaser's price, thereafter 3% (three per cent) on the balance subject to a minimum of R100 and a maximum of R6 000 on the purchase price at the time of the sale.

6. Transfer shall be effected by the Attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said Attorneys.

7. The full conditions of sale may be inspected at the office of the Acting Sheriff, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban on this the 8th day of September 1993.

Van Onselen O'Connell, Execution Creditor's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. R. Easton-Berry/RW/03N092055.)

Case 24963/92

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

In the matter between **Collector of Rates,** Plaintiff, and **Mr Mark Valentine Naidoo,** First Defendant, and **Mrs Radha Naidoo,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Pietermaritzburg and warrant of execution dated 23 July 1993, the immovable property described hereunder will be sold in execution on 8 October 1993 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg to the highest bidder, viz:

Sub 4889 (of 4872) of the farm Northdale 14914, situate in the City of Pietermaritzburg, Administrative District of Natal, in extent 275 (two hundred and seventy five) square metres and which is situated at 344 Firwood Road, Pietermaritzburg.

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, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal.

Mason Weinberg, Plaintiff's Attorneys, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. Mr Seymour/DPR/098.)

Case 4759/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Ian Robert Shepherd,** Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), dated 23 July 1993 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Acting Sheriff of the Supreme Court, Pinetown, on 8 October 1993 at 10:00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder without reserve.

Property description: Subdivision 6 of Lot 30, Atholl Heights, situated in the Borough of Westville, Administrative District of Natal, in extent 2 088 (two thousand and eighty-eight) square metres.

Physical and postal address: 12A Aberfeldy Road, Westville, Durban, Natal.

Improvements: House, brick and tile roof.

Main building: Four bedrooms, two full bathrooms, shower/toilet, dining-room, lounge, family room and kitchen.

Outbuildings: Bedroom, shower/toilet and swimming-pool.

Nothing is guaranteed in respect of the above.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale together with the Sheriff's commission.

3. The balance of the purchase price is payable against transfer to be secured by a bank- or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of the sale.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. The purchaser shall pay auctioneer's charges of 5% (five per cent) of the first R20 000 (twenty thousand rand) of the purchaser's price, thereafter 3% (three per cent) on the balance subject to a minimum of R100 (one hundred rand) and a maximum of R6 000 (six thousand rand) on the purchase price at the time of the sale.

6. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said attorneys.

7. The full conditions of sale may be inspected at the office of the Acting Sheriff, 22 Chancery Lane, Pinetown.

Dated at Durban on this the 2nd day of September 1993.

Van Onselen O'Connell, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. R. Easton-Berry/RW/03N069002.)

Case 709/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Gregory Reginald Twigg,** Plaintiff, and **Pizbay Investments CC,** Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), dated 17 March 1993 and writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 15 October 1993 at 10:00, at the front entrance to the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, to the highest bidder:

Description: Erf 1084, in the Township La Lucia Extension 5, situated in the Borough of Umhlanga and in the Port Natal/Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 626 (one thousand six hundred and twenty-six) square metres.

Postal address: 95 Ridge Road, La Lucia.

Improvements: A brick under tile house with hot and cold water and fully fenced with electronic gates consisting of lounge, dining-room, kitchen, laundry, four bedrooms (one with en-suite), toilet with bathroom, toilet with basin, outhouse used as office, swimming-pool, maid's quarters and car shelter.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price 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 and to be furnished to the Acting Sheriff of the Supreme Court, Inanda, within 14 (fourteen) days after the date of the sale.

3. The purchaser shall be liable for the payment of interest to the Plaintiff and to the bondholder (if any) from the date of sale to date of registration of transfer, as set out in the conditions of sale.

4. The property shall be sold with a reserve price of R330 747 (three hundred and thirty thousand seven hundred and forty-seven rand) together with interest thereon at the rate of 16% (sixteen per centum) per annum reckoned and capitalised monthly in advance from 1 August 1993 to date of payment, both dates inclusive.

4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, taxes and other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Acting Sheriff of the Supreme Court, Inanda.

Myron Panovka, Plaintiff's Attorneys, Suite 1102, Salmon Grove Chambers, 407 Smith Street, Durban.

Case 3657/92

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

In the matter between **Russell Marshall & Stride (Pty) Limited,** trading as RMS Syfrets, Judgment Creditor, and **Neville Pretorius,** First Judgment Debtor, and **I U Investments CC,** Second Judgment Debtor

In pursuance of a judgment granted 9 March 1993 in the above Honourable Court and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 12 October 1993 at 14:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Remainder of Lot 11138, Durban, situated in the City of Durban, Administrative District of Natal, in extent 375 (three hundred and seventy-five) square metres; and

Remainder of Subdivision 8 of Lot 11138, Durban, situated in the City of Durban, Administrative District of Natal, in extent 46 (forty-six) square metres; and

Remainder of Subdivision 2 of Lot 11138, Durban, situated in the City of Durban, Administrative District of Natal, in extent 48 (forty-eight) square metres; and

Remainder of Subdivision 3 of Lot 11138, Durban, situated in the City of Durban, Administrative District of Natal, in extent 45 (forty-five) square metres; and

Subdivision 4 of Lot 11138, Durban, situated in the City of Durban, Administrative District of Natal, in extent 245 (two hundred and forty-five) square metres; and

Subdivision 5 of Lot 11138, Durban, situated in the City of Durban, Administrative District of Natal, in extent 122 (one hundred and twenty-two) square metres, all properties held by virtue of Title Deed T4251/50.

Postal address: 182/188 West Street, Durban.

Improvements (the nature, extent, conditions and existence of the improvements are not guaranteed and are sold voetstoots):

Brick and tile building, consisting of:

Ground Floor: Tea room with kitchen, wash basin, outside toilet, three openspace motor car showrooms with two offices space, storage room and three outside toilets.

First Floor: 15 Vacant rooms (carpeted), three toilets/three showers and store-room (small).

Second Floor: 15 Vacant rooms (uncarpeted), two bathrooms, two toilets and shower (all separate).

The sale shall be subject to the following conditions:

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

2. The purchaser (other than the Plaintiff) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance against transfer is to be secured by a bank or building society guarantee and to be furnished to the Sheriff of the Magistrate's Court within 14 (fourteen) days after the sale, to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 22% (twenty-two per centum) 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 sale to date of transfer, both days inclusive.

4. 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.

5. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban North, and interested parties are asked to contact the Plaintiff who may be prepared to grant facilities to an approved purchaser.

Dated at Durban this 31st day of August 1993.

Van Onselen O'Connell, Plaintiff's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. T. D. Williams/JK/10R023002.)

Case 9887/93

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

In the matter between **Beall Chaplin and Hathorn,** Plaintiff, and **Uwe Bassiner,** Defendant

In pursuance of a judgment granted on 22 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 5 October 1993 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban:

Description: Lot 233, Umgeni Park, situated in the City of Durban, Administrative District of Natal, in extent 1 270 square metres.

Postal address: 30 Highgrove, Umgeni Heights, Durban.

Improvements: Brick and tile double storey: *Upstairs:* Four bedrooms, one en-suite, bathroom/toilet, balcony. *Downstairs:* Pool, lounge/bar-room, toilet, kitchen, study, lounge and dining-room, swimming-pool. *Outbuilding:* Unfinished double-door garage. D.C. Water and lights.

Zoning: Residential.

Description: Subdivision A of 2 of P of the farm Duiker Fontein 785, renumber to Subdivision 10 of 2 of Lot 802, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, in extent 686 square metres.

Postal address: 46 Claredon Road, Durban North.

Improvements: Dwelling consisting of brick and tile, lock-up garage, lounge and dining-room, under construction. Kitchen, toilet and wash-basin under construction, two bedrooms, bathroom, toilet and shower. *Outbuilding:* Granny flat, three rooms, lounge, kitchen, wash-basin, shower, wash-basin and toilet.

Zoning: Residential.

Nothing is guaranteed in respect thereof.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 33 of 1944, as amended, and the rules made thereunder.

2. The sale shall be for Rands and no bids of less than R100 (one hundred rand) shall be accepted.

3. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within 21 (twenty-one) days after the sale.

4. The purchaser shall be liable for interest to the Execution Creditor and bondholder, 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.

5. 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.

6. The property and the improvements thereon are sold voetstoots and without any warranties.

7. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban North.

Dated at Durban on this the 6th day of September 1993.

Beall Chaplin & Hathorn, Plaintiff's Attorney, Sixth Floor, 397 Smith Street, Durban. (Ref. Coll/Mrs Ramathula 09 B249 092.)

Case 1720/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **Corporate Body of Sabr Mansions,** Plaintiff, and **H. Vawda,** Defendant

In pursuance of a judgment granted in the above Honourable Court, dated 21 July 1993, and a warrant of execution, the undermentioned property will be sold in execution on 12 October 1993 at 10:00, in front of the Magistrate's Court, Ladysmith:

Section 13 as shown and more fully described on Sectional Plan 212/88, in the building or buildings known as Sabr Mansions, of which section the floor area according to the said Sectional Plan is 70 (seventy) square metres, and 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 specified in a schedule endorsed on the said sectional plan.

The following further details of the property and the improvements thereon are given although the Execution Creditor does not warrant in any way whatsoever that this information is accurate:

Unit 13, Sabr Mansions, 7 Luxmi Road, Ladysmith.

One sectional dwelling unit comprising two bedrooms, lounge, dining-room, kitchen and bathroom and ablution facilities.

(Any prospective purchasers are advised to inspect the property themselves.)

Material conditions:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price upon conclusion of the sale in cash and shall guarantee the balance within 14 (fourteen) days.

3. The property is deemed to be sold voetstoots.

4. The full conditions may be inspected at the office of the Sheriff, 5 Poort Road, Ladysmith.

Dated at Ladysmith on this the 13th day of September 1993.

Christopher Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street; P.O. Box 126, Ladysmith.

Case 2120/91

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Bhekani Donald Cele,** First Defendant, and **Qedela Joseph Cele,** Second Defendant

In pursuance of judgment granted on 27 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 13 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 P380, in extent 368 square metres, situated in the Township of Umlazi, represented and described on General Plan B.A. 10/1967, held by virtue of Deed of Grant 3253/231.

Physical address: Ownership Unit P380, Umlazi Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of:

A single storey brick and asbestos dwelling (121,62 m^2), comprising kitchen, dining-room, lounge, three bedrooms, bathroom and W.C. Municipal electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and 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 26th day of August 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z74589/35.)

Case 3344/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Collector of Rates for the Port Edward Town Board,** Execution Creditor, and **Belgi 41 CC,** Execution Debtor

In pursuance of a judgment granted on 19 February 1993, in the Court of the Magistrate in Port Shepstone, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 22 October 1993 at 10:00, in front of the Magistrate's Court, Port Shepstone, to the highest bidder:

Description: A certain piece of land being: Lot 199, Port Edward, situated in the Port Edward Town Board Area, Administrative District of Natal, in extent 1 176 (one thousand one hundred and seventy-six) square metres.

Improvements: Vacant land.

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) in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within fourteen (14) days after 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 of law.

The full conditions may be inspected at the offices of the Sheriff of the Court, Port Shepstone or at our offices.

Dated at Margate this 7th day of September 1993.

Austen Smith, Samgram House, Post Office Lane, P.O. Box 1034, Margate, 4275.

Case 9754/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Harold Petersen,** First Execution Debtor, and **Glynneth Petersen,** Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Verulam, and writ of execution dated 3 November 1992, the property listed hereunder will be sold in execution on 15 October 1993 at 10:00, at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, to the highest bidder:

Subdivision 30 of Lot 444, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, in extent three hundred and seventy-five (375) square metres, formerly known as Subdivision 5781 (of 5751) of the farm Zeekoe Vallei 787.

Postal address: 88 Brindle Place, Newlands East.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey concrete block and tile dwelling consisting of lounge/dining-room, kitchen, three bedrooms, bathroom, w.c., pergola and paving.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Inanda. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 10th day of September 1993.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/02/N012/032.)

Case 6364/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Nicholas Mohlakoana,** Defendant

In pursuance of judgment granted on 22 July 1993, in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 15 October 1993 at 10:00, front entrance Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit H919, in extent 425 square metres, situated in the Township of kwaMashu, represented and described on General Plan P.B.254/1981, held by virtue of Deed of Grant 2557/472.

Physical address: Ownership Unit H919, kwaMashu Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey maxi brick and asbestos dwelling (69,13 m^2) comprising of a kitchen, dining-room, lounge, three bedrooms, bathroom, w.c. and a flat (30,13 m^2). Municipal electricity, water supply and sanitation: Local Authority.

Improvements: Fencing: P/c concrete and a paved driveway.

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, Verulam.

Dated at Durban this 14th day of September 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z15903/MM.)

Case 6530/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Shalom Epstein,** Execution Debtor

In pursuance of a judgment granted on 20 July 1993 in the Magistrate's Court for the District of Inanda, held at Verulam, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 15 October 1993 at 10:00, at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam:

Description: Lot 1403, Umhlanga Rocks (Extension 12) situated in the Borough of Umhlanga and in the North Coast Regional Water Services Area, Administrative District of Natal, measuring one thousand two hundred and fifty (1 250) square metres, held under Deed of Transfer T8920/90.

Street address: 17 Milkwood Drive, Herrwood Park, Umhlanga Rocks.

Improvements: A brick under tile double storey dwelling consisting of: *Upstairs:* Bedroom with en-suite. *Downstairs:* Three bedrooms (one with en-suite), lounge, dining-room, kitchen and two toilets with bathrooms. *Outbuilding:* Two rooms, toilet with bath, garage and swimming-pool.

Zoning: General Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

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

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 18% (eighteen per cent) per annum to the bondholder, Nedcor Bank 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, 2 Mountview Shopping Centre, corner Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 10th day of September 1993.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr. Pentecost)

Case 6528/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Shalom Epstein,** Execution Debtor

In pursuance of a judgment granted on 20 July 1993 in the Magistrate's Court for the District of Inanda, held at Verulam and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 15 October 1993 at 10:00, at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam:

Description: Lot 1401, Umhlanga Rocks Extension 12, situated in the Borough of Umhlanga and in the North Coast Regional Water Services Area, Administrative District of Natal, measuring one thousand two hundred and fifty (1 250) square metres, held under Deed of Transfer T8920/90.

Street address: 13 Milkwood Drive, Herrwood Park, Umhlanga Rocks.

Improvements: A brick and tile double storey dwelling consisting of: *Upstairs:* Bedroom with en-suite. *Downstairs:* Three bedrooms (one with en-suite), lounge, dining-room, kitchen, two toilets with bathrooms. *Outbuildings:* Room, toilet with shower, garage and swimming-pool.

Zoning: General Residential (nothing guaranteed).

The sale shall be for rands and no bids less than one hundred rand (R100) shall be accepted.

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

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 18% (eighteen per cent) per annum to the bondholder, Nedcor Bank 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 attorneys.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full condition of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 10th day of September 1993.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

Case 6529/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Shalom Epstein,** Execution Debtor

In pursuance of a judgment granted on 20 July 1993, in the Magistrate's Court for the District of Inanda, held at Verulam and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 15 October 1993 at 10:00, at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam:

Description: Lot 1400, Umhlanga Rocks Extension 12, situated in the Borough of Umhlanga and in the North Coast Regional Water Services Area, Administrative District of Natal, measuring one thousand two hundred and fifty (1 250) square metres, held under Deed of Transfer T8920/90.

Street address: 11 Milkwood Drive, Herrwood Park, Umhlanga Rocks.

Improvements: A brick under tile double storey dwelling consisting of: *Upstairs:* Bedroom with en-suite. *Downstairs:* Three bedrooms (one with en-suite), lounge, dining-room, kitchen and two toilets with bathrooms, garage and swimming-pool.

Zoning: General Residential (nothing is 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 pruchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 18% (eighteen per cent) per annum to the bondholder, Nedcor Bank 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 attorneys.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full condition of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 10th day of September 1993.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

Case 6527/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Shalom Epstein,** Execution Debtor

In pursuance of a judgment granted on 20 July 1993, in the Magistrate's Court for the District of Inanda, held at Verulam, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 15 October 1993 at 10:00, at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam:

Description: Lot 1402, Umhlanga Rocks Extension 12, situated in the Borough of Umlanga and in the North Coast Regional Water Services Area, Administrative District of Natal, measuring one thousand two hundred and fifty (1 250) square metres, held under Deed of Transfer T8920/90.

Street address: 15 Milkwood Drive, Herrwood Park, Umhlanga Rocks.

Improvements: A brick under tile double storey dwelling consisting of:

Upstairs: Four bedrooms, bedroom with en suite, and bathroom.

Downstairs: Two lounges, dining-room and kitchen.

Outbuildings: Double garage, maid's room, toilet, shower and swimming-pool.

Zoning: General residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

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

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 18% (eighteen per cent) per annum to the bondholder, Nedcor Bank 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, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban in this 10th day of September 1993.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

Case 97/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **First National Western Bank Limited,** Execution Creditor, and **Daniel Phipson Treadwell Sass,** Execution Debtor

In pursuance of a judgment granted on 14 February 1992, in the Magistrate's Court, Umzinto, and under a writ of execution issued thereunder, dated 27 March 1992, the immovable property listed hereunder 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:

Description: A certain piece of land being Lot 74, Ifafa, situated in the Development Area of Ifafa, and in the Southern Natal Joint Services Board Area, Administrative District of Natal in extent 1 931 square metres. The property is held under Title T1627/1987.

Postal address: Lot 74, Ifafa Beach, Natal.

Improvements: Brick and plaster under thatched roof complex consisting of kitchen, two bedrooms, study, large lounge and bathroom with toilet.

Outbuildings: Two single garages, front verandah with sea views.

Nothing is guaranteed in these respects.

Material conditions:

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

2. The purchaser (other than the Execution Creditor), shall pay a deposit of 10% (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 bond or building society guarantee to be approved by the Execution Creditor's attorneys, to be furnished to the Sheriff, Scottburgh, within 14 days after the date of sale.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax, and other necessary charges to effect transfer upon request by the said attorneys.

4. The purchaser shall be liable to pay interest on any preferent creditor's claim calculated from the date of the sale to date of transfer.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, Scottburgh, or at the offices of C. J. Moggridge, Scottburgh, or at the offices of Legator McKenna Incorporated.

Dated at Durban on this 6th day of September 1993.

C. J. Moggridge, Execution Creditor's Attorneys, Suite 2 and 3, First Floor, Surfer's Paradise Building, 145 Scott Street, Scottburgh. (Ref. Mr Murugan.)

Instructed by: Legator, McKenna Incorporated, 21st Floor, Eagle Building, 357 West Street, Durban. (Ref. Mr McKenna/cl/K.362.)

Case 2497/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Town Council of the Borough of Isipingo,** Plaintiff, and **Isipingo Enterprises (Proprietary) Limited,** No. 68/02793/07, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), in the above suite dated 5 June 1992, the immovable property listed hereunder will be sold to the highest bidder without reserve on 8 October 1993 at 10:00, on the steps of the Supreme Court, Masonic Grove, Durban:

Description: Remainder of Lot 482, Isipingo, situated in the Borough of Isipingo, and in the Port Natal-Edhodwe Joint Services Board Area, Administrative District of Natal, in extent two thousand eight hundred and eighty-eight (2 888) square metres, held under Deed of Transfer T300/1969.

Physical address: 82 Old Main Road, Isipingo Rail, 4110.

Improvements: Mills Timber and Hardware Specialists, building destroyed, no roof, only front facade and two walls.

Room attached to side of building, half destroyed. Small room at back, ash block making machine, diesel bowser, two fenced in open spaces, no roof and three store-rooms at the very back of the property.

(But nothing is guaranteed in respect thereof.)

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

2. The purchaser (other than the Execution Creditor), shall pay a deposit of ten per cent (10%) of the purchase price in cash at the time of the sale.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished within 14 days after the date of sale.

4. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer as set out in the conditions of sale.

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs, including arrear and current rates, sewerage connection fees (if any) taxes and other charges necessary to effect transfer on request by the said attorney.

6. The full conditions of sale may be inspected at the offices of Acting Sheriff, Lejaton Building 40 St Georges Street, Durban.

Dated at Durban on this 7th day of September 1993.

Seedat, Pillay & Company, Attorneys for the Execution Creditor, Suite 1501, 15th Floor, Permanent Corner, 102 Field Street, Durban, 4000. (Ref. BP/NP/I 39.)

Case 5447/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Maguzu Agrippa Buthelezi,** Defendant

In pursuance of judgment granted on 23 June 1993, in the Magistrate's Court of Verulam, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 15 October 1993 at 10:00, front entrance Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit C72, in extent 221 square metres, situated in the Township of Inanda Newtown, represented and described on General Plan 268/81, held by virtue of Deed of Grant 7549.

Physical address: Ownership Unit C72, Inanda Newtown.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block and asbestos dwelling (44 m^2) comprising of a kitchen, lounge, two bedrooms and an outside w.c.'s. Municipal electricity: Redi Board, Water Supply-Standpipe. Sanitation-pitlatrine.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the 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 centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 14th day of September 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z15170/mm.)

Case 20124/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **The Trustees of the B P M Trust,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Pietermaritzburg, dated 3 September 1993, the following immovable property will be sold in execution, on Friday, 8 October 1993 at 11:00, at the Sheriff's Sales Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 47 (of 1) of Lot 3092, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent one thousand seven hundred and sixty (1 760) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 19 Kingsford Avenue, Chase Valley, Pietermaritzburg, comprising land improved by an incomplete single-storey dwelling-house under brick and tile comprising four bedrooms, three bathrooms, shower, four w.c.s', lounge, dining-room and kitchen. Basement comprises study, games room, store-room and w.c. Outbuildings comprise two garages, store and laundry.

Material condition 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 15th day of September 1993.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawnson, Plaintiff's Attorneys, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 2279/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mpumelello Christopher Mtungwa,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Monday, 6 September 1993, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Pietermaritzburg, on the steps of his office on Friday, 15 October 1993 at 09:30, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at No. 5, The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, namely:

Subdivision 50 of Lot 1771, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent five hundred and thirteen (513) square metres;

which property is physically situated at 15 Hatting Street, Pietermaritzburg, Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T19326/91.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, block under metal, consisting of a lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. There is an outbuilding consisting of two staff rooms, toilet and carport.

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) 10% (ten per centum) 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 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16% (sixteen 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 14 (fourteen) days after the date of sale.

Dated at Pietermaritzburg on the 10th day of September 1993.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 2357/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Thembeka Cynthia Jennings,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Natal Provincial Division on Thursday, 2 September 1993 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Pietermaritzburg on the steps of his office at 09:30 on Friday, 15 October 1993 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 Number 5, The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, namely:

Remainder of Subdivision 5, Lot 2002, Pietermaritzburg, situate in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and thirty-seven (337) square metres.

Which property is physically situate at 12 Syndicate Street, Pietermaritzburg, Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T22808/92.

Improvements:

Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single storey dwelling house brick under metal, consisting of a lounge, dining-room, kitchen, two bedrooms, bathroom, a toilet and patio. There is an outbuilding consisting of a staffroom and toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the 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% (sixteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on 13th September 1993.

J. A. Browne, for E. R. Browne, Plaintiff's Attorney, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 13791/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Sivagamy Padayachee,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 2 August 1993, the following immovable property will be sold in execution 21 October 1993 at 11:00, at the Sheriff's Office, Main Road, Dalton, to the highest bidder:

Lot 111, Albert Falls, situated in the Development, Area of Albert Falls, Administrative District of Natal, in extent 5 412 (five thousand four hundred and twelve) square metres situate at 111 Umvoti Road, Albert Falls.

The following information is furnished regarding the property, but is not guaranteed:

A single storey dwelling house constructed of brick under iron roof, consisting of three bedrooms, two bathrooms, kitchen, dining-room, lounge, two carports, five garages and servants' quarters.

Material conditions of sale:

The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Main Road, Dalton, 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, Main Road, Dalton, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 15th day of September 1993.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 37/92

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

In the matter between **Saambou Bank Limited,** Execution Creditor/Plaintiff, and **Dennis Bongani Langa,** Execution Debtor/First Defendant, and **Rejoice Sibongiseni Langa,** Execution Debtor/Second Defendant

In accordance with a judgment of the above Honourable Court and a warrant of execution against immovable property the following property will be sold in execution at 11:00 on 15 October 1993 by the Sheriff, Camperdown, Natal at Masonic Lodge, 5 Bishop Street, Camperdown, Natal:

Ownership Unit H305 in the Township of Mpumalanga, District of Mpumalanga, in extent 397 m^2 (held under Title Deed T005441/90), together with fixed improvements thereon being a cement brick dwelling, asbestos roof, three bedrooms, lounge, one and a half bathroom, fully carpeted and kitchen.

The sale shall be upon the conditions of sale which may be inspected at the office of the Sheriff of the Magistrate's Court, Camperdown, Natal.

Dated at Pietermaritzburg this 1st day of October 1993.

Pierre Odendaal & Co., Attorneys for Execution Creditor/Plaintiff, First Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (PO/th/05S022020.)

Case 509/92

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

In the matter between **Saambou Bank Limited,** Execution Creditor/Plaintiff, and **Agnes Duma,** Execution Debtor/Defendant

In accordance with a judgment of the above Honourable Court and a warrant of execution against immovable property the following property will be sold in execution at 11:00 on 15 October 1993 by the Sheriff, Camperdown, Natal, at Masonic Lodge, 5 Bishop Street, Camperdown, Natal:

Ownership Unit No. H1490 situate in the Township of Mpumalanga, District of Mpumalanga, in extent 373 square metres (held under T001346/91) together with fixed improvements thereon being a cement brick dwelling, asbestos roof, sitting-room, two bedrooms, bathroom and kitchen.

The sale shall be upon the conditions of sale which may be inspected at the office of the Sheriff of the Magistrate's Court, Camperdown, Natal.

Dated at Pietermaritzburg this 1st day of October 1993.

Pierre Odendaal & Co., Attorney for Execution Creditor/Plaintiff, First Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (PO/th/05S022033.)

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

In the matter between **Durban Spa Body Corporate,** Plaintiff, and **Various Defendants,** listed below

In pursuance of judgments granted on the dates as listed below, in the Magistrate's Court, Durban, and under a writ of execution issued thereafter, the immovable property in regard to the section numbers in the Durban Spa Sectional Title Scheme and the case numbers listed hereunder, will be sold in execution on 12 October 1993 at 14:00, in front of the Magistrate's Court, Somtseu Road, to the highest bidder:

Defendant	*Case No.*	*Date of Judgment*	*Section Number*	*Cabana Number*	*Area in m²*	*Sectional Plan Number*
Dajaka (Edms.) Bpk.	21788/93	93-05-27	28–29	503	78	SS452/1985
Dajaka (Edms.) Bpk.	21787/93	93-05-27	30–31	505	78	SS452/1985
A. J. Fourie	22337/93	93-06-09	39	604	78	SS452/1985
J. F. Roets	21767/93	93-06-02	4	103	70	SS87/1983
R. Gilbert	22327/93	93-06-04	16	303	70	SS87/1983
A. S. Bartolomeu	22316/93	93-06-09	18	305	70	SS87/1983
Dr J. Schutte	21763/93	93-06-01	22	403	70	SS87/1983
Dr J. Schutte	21770/93	93-05-27	22	403	70	SS87/1983
C. H. E. Lowe	21792/93	93-05-27	24	405	70	SS87/1983
L. van Graan	21790/93	93-06-02	26	501	45	SS452/1985
L. van Graan	21791/93	93-06-02	26	501	45	SS452/1985
W. J. du Randt	21781/93	93-05-25	33	508	45	SS452/1985
W. J. du Randt	21782/93	93-05-25	33	508	45	SS452/1985
W. J. du Randt	21783/93	93-05-25	33	508	45	SS452/1985
S. E. Torr	22332/93	93-06-04	44	701	45	SS452/1985
M. Fondse	22804/93	93-06-16	73	1006	45	SS254/1987
Adv J. E. H. Smith	48506/93	93-06-16	2	101	39	SS87/1983
M. D. Kuczynski	22315/93	93-06-09	8	201	39	SS87/1983
G. C. Beattie	22694/93	93-06-15	61	902	39	SS452/1985
S. Bieldt	22701/93	93-06-16	69	1002	39	SS452/1985
H. R. Ludik	22684/93	93-06-04	50	707	31	SS452/1985
Mr Hingst	22686/93	93-06-04	58	807	31	SS452/1985
VRAM Stevenson	22688/93	93-06-04	58	807	31	SS452/1985
J. E. Kritzinger	40610/92	92-10-06	66	907	31	SS452/1985

Property description:

1. An undivided 1/52nd share in and to a unit consisting of the sections as listed above and as shown and more fully described on sectional plan number listed above in the scheme known as Durban Spa in respect of the land and building or buildings situated at Durban, in the Local Authority of Durban, of which section the floor area according to the sectional plan is in extent the number of square metres as on the list above.

2. An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed in the said sectional plan.

Physical address: Cabana Number as listed above, Durban Spa, 57 Marine Parade, Durban.

Improvements: A self contained apartment.

Duration of time-share right: The right transferred by such shall endure for the lifetime of the property time-sharing scheme.

Property zoning: General residential.

Nothing is guaranteed in these respects.

Material conditions:

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

2. The purchaser shall pay the purchase price, plus the auctioneer's commission, in cash immediately after the sale.

3. Payment of VAT which may be applicable in terms of Act, No. 89 of 1991, shall be borne by the purchaser.

4. Transfer shall be effected by the Plaintiff's attorney and the purchaser shall pay transfer costs together with all legal charges in those proceedings in which judgment has been obtained against the Defendant as aforesaid, including collection commission.

5. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban North at 15 Milne Street, Durban.

Dated at Durban on this the 14th day of September 1993.

Steve du Toit, Plaintiff's Attorneys, Strathmore Lodge B, 305 Musgrave Road, Durban.

Case 37745/91

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

In the matter between **First National Western Bank Limited,** Execution Creditor, and **Abram Stephanus Viljoen,** First Execution Debtor, and **Mrs Brenda Allison Viljoen,** Second Execution Debtor

In pursuance of a judgment granted on 26 March 1992, in the Magistrate's Court, Durban, and under a writ of execution issued thereafter dated 5 August 1992, the immovable property listed hereunder will be sold in execution on 14 October 1993 at 10:00, in front of the Magistrate's Court, Durban, to the highest bidder:

Description: A certain piece of land being: Subdivision 297 (of 9) of the farm Mobeni 1358, situated in the City of Durban, Administrative District of Natal, in extent 671 square metres.

Postal address: 27 Rolleston Place, Woodlands.

Improvements: Three bedrooms, bathroom and toilet combined, lounge, separate dining-room, kitchen, servants' quarters, garage, patio, brick walled tiled roof and wall around garden.

Nothing is guaranteed in these respects.

Material conditions:

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bond or building society guarantee to be approved by the Execution Creditor's attorneys to be furnished to the Sheriff, Durban South, within 14 days after the date of sale.

3. The purchaser shall pay auctioneers charges on the day of the sale and in addition, transfer duty, costs of transfer plus arrear rates and other charges necessary to effect transfer, upon request by the attorney for the Execution Creditor.

4. The purchaser shall be liable to pay interest on any preferent Creditor's claim calculated from the date of the sale to date of transfer.

The full conditions may be inspected at the offices of the Sheriff, 40 St Georges Street, Durban, 4001, or at our offices.

Dated at Durban this 13th day of September 1993.

Legator, McKenna Inc., Execution Creditor's Attorneys, 21st Floor, Eagle Building, 357 West Street, Durban. (Ref. Mr Meyer/jw/W605.)

Case 11691/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Pauline Anne Wood,** First Execution Debtor, and **Peter William James Wood,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 1 July 1993, the following immovable property will be sold in execution on 15 October 1993 at 10:15, at the Sheriff's Sale Room, 12 Campbell Road, Howick, to the highest bidder:

Lot 436, Howick Extension 3, situated in the Borough of Howick, Administrative District of Natal, in extent 2 073 (two thousand and seventy-three) square metres, situated at 7 Ridge Road, Howick.

The following information is furnished regarding the property, but is not guaranteed:

A single storey dwelling house constructed of brick under concrete tile roof, consisting of three bedrooms, one and a half bathrooms, kitchen, dining-room, lounge, study, family room and servants' quarters.

Material conditions of sale:

The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 12 Campbell Road, Howick, within 14 (fourteen) days of the date of sale.

The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 12 Campbell Road, Howick, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 3rd day of September 1993.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 59474/92

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

In the matter between **Body Corporate of High Tide,** Execution Creditor, and **C. D. Thurley,** Execution Debtor

In pursuance of a judgment granted 10 November 1992 in the Magistrate's Court for the District of Durban and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 14 October 1993 at 10:00, in front of Magistrate's Court, Somtseu Road Entrance, Durban.

The said immovable property will be sold by public auction on the conditions to be read out by the auctioneer at the time of sale and which conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban South, prior to the sale:

Description:

(a) Section 18 as shown and more fully described on Sectional Plan SS61/77, in the scheme known as High Tide, in respect of the land and building or buildings situated at Borough of Amanzimtoti, of which section the floor area according to the said sectional plan is 74 (seventy-four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Zoning: Residential.

Street address: 502 High Tide, 424 Kingsway, Amanzimtoti.

Improvements: The property is a sectional title residential dwelling consisting of:

Flat, cement roof, brick walls, two bedrooms (one bedroom with en-suite bathroom), two toilets, further bathroom, lounge (carpeted), kichen tiled, fitted cupboards, dining-room (carpeted), under basement parking.

Terms:

1. The sale shall be subject to the terms and conditions of the Magistrate's 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. The balance of the purchase price shall be paid against transfer and shall be secured by a bank or building society drawn to the satisfaction of the Sheriff and the Execution Creditor's conveyancers and to be delivered to the Sheriff of the Magistrate's Court, Durban South, within 14 (fourteen) days after the date of sale.

2.2 The purchaser shall be liable for payment of interest to the Execution Creditor on the amount to be awarded to the Execution Creditor in the plan of distribution at the rate of 16% (sixteen per centum) per annum, calculated from the date of sale to the date of transfer.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer dues, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

Dated at Durban this 14th day of September 1993.

Cox Yeats, Execution Creditor's Attorneys, 12th Floor, NBS Building, 300 Smith Street, Durban. (Ref. C. Brennan/cm/15B403004.)

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 Willans,** 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, situate 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, now known as Lot 204, Chelmsfordville, situate 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 and 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 4 (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.)

ORANGE FREE STATE
ORANJE-VRYSTAAT

Saak 2383/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedperm Bank Beperk,** Eksekusieskuldeiser, en **Bangiso Esaia Futhwa,** Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 20 Maart 1992, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 15 Oktober 1993 om 11:00, voor die Landdroshof, Welkom:

Al die reg, titel en belang in die Huurpag ten opsigte van Erf 23931, geleë in die dorpsgebied Thabong, distrik Welkom, groot 243 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL9742/1990, geregistreer op 10 September 1990.

Verbeterings: 'n Drieslaapkamer woonhuis bestaande uit kombuis, sitkamer en badkamer.

Die eiendom is gesoneer vir woondoeleindes.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, 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 21% (een-en-twintig persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom hierdie 9de dag van September 1993.

F. J. Kapp, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Wessels & Smith-gebou, Heerenstraat, Welkom. (Verw. mnr. Kapp/ddj.)

Saak 16185/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Eerste Nasionale Bank van SA Beperk,** handeldrywende as Wesbank, Eiser, en **Willem le Grange Coetzee,** Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 19 Oktober 1992, en lasbrief tot uitwinning, sal die volgende onroerende eiendom in eksekusie verkoop word op Vrydag, 15 Oktober 1993 om 10:00, deur die Ellenberger & Kahts, Landdroskantoor, Peetlaaningang, Bloemfontein, aan die persoon wat die hoogste aanbod maak, naamlik:

Erf 15739, Uitbreiding 16–20, Kestellstraat 20, Waverley, Bloemfontein (onbeboude erf).

Die volle en volledige verkoopvoorwaardes sal net voor die verkoping deur die Balju uitgelees word en lê ter insae by die kantoor van die Balju, St Andrewstraat, Bloemfontein, of by die Eksekusieskuldeiser se prokureurs en kan tydens kantoorure besigting word.

Gedateer te Bloemfontein hierdie 31ste Augustus 1993.

L. Strating, p.a. Symington & De Kok, Prokureur vir Eiser, NBS-gebou, Elizabethstraat, Bloemfontein.

Saak 13552/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Mapota Andrias Motseki,** Verweerder

Ingevolge 'n vonnis gedateer 18 Augustus 1993, en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 22 Oktober 1993 om 10:00, te die Peetlaaningang van die Landdroshof, Bloemfontein:

Sekere Perseel 18313, geleë te die dorp Mangaung, stad en distrik Bloemfontein, tewete Erf 18313, Mangaung, Bloemfontein, groot 240 vierkante meter, gehou kragtens Transportakte TL19576/1992, Erf 18313, Mangaung.

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

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 18% (agtien persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 2de dag van September 1993.

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

Saak 2512/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **NBS Bank Beperk,** Eiser, en **Graig Winston Brooks,** Verweerder

Ter uitvoering van die uitspraak gelewer in bogemelde saak op 5 Augustus 1993, en vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling), sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 15 Oktober 1993 om 10:00, te Hoofingang, Landdroskantoor, Murraystraat, Kroonstad:

Sekere Erf 5732, Uitbreiding 50, geleë in die dorp en distrik Kroonstad, tewete Alwyn Schlebuschstraat 30, Wespark, Kroonstad, groot 1 160 vierkante meter, gehou kragtens Akte van Transport T2447/1993.

Verbeterings: Woonhuis bestaande uit drie slaapkamers, badkamer, stort, twee toilette, sitkamer, eetkamer, kombuis, twee garages met bediendekamer en toilet.

Voorwaardes van verkoping:

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

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 16% (sestien persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of 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, Kroonstad, te Murraystraat 62, Kroonstad, en Rossouw & Vennote, Derde Verdieping, SA Property House, Elizabethstraat 6, Bloemfontein [Tel. (051) 30-5870], ingesien word.

Gedateer te Bloemfontein hierdie 2de dag van September 1993.

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

Saak 8411/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedperm Bank Beperk,** Eksekusieskuldeiser, en **Neo Alinah Mgabadeli,** Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 29 Julie 1993, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 15 Oktober 1993 om 11:00, voor die Landdroshof, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van Erf 11937, geleë in die dorpsgebied Thabong, distrik Welkom, groot 357 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL16856/1991, geregistreer op 23 Desember 1991.

Verbeterings: 'n Tweeslaapkamerwoonhuis bestaande uit kombuis, sitkamer, eetkamer en badkamer. Die eiendom is gesoneer vir woondoeleindes.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 18% (agttien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom hierdie 7de dag van September 1993.

F. J. Kapp, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Wessels en Smithgebou, Heerenstraat, Welkom.

Case 2466/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Willem Christiaan Bouwer** (Identity No. 4703305051000), First Defendant, and **Maggel Maria Bouwer** (Identity No. 5008030035081), Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale with/without reserve price is to take place at the Peet Avenue Entrance of the Magistrate's Court, Bloemfontein, on Friday, 8 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 and which conditions may be inspected at the offices of the Sheriff, Bloemfontein East, 5 Barnes Street, Bloemfontein, prior to the sale:

Plot 70, synde 'n gedeelte van die plaas Lakeview 505, geleë in die munisipaliteit Bloemspruit, distrik Bloemfontein, groot 4,2827 (vier komma twee agt twee sewe) hektaar, gehou kragtens Akte van Transport T111/1990, en onderworpe aan die serwitute soos daarin uiteengesit.

Consisting of three bedrooms, shower, lounge/dining-room with open plan bar, zink store, two complete bathrooms, kitchen and servant room.

Terms: 10% (ten per cent) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein. [Ref. D. A. Honiball (NS8504).]

Saak 2102/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Nedperm Bank Beperk,** Eksekusieskuldeiser, en **Alici George Mohlakoana,** Eerste Eksekusieskuldenaar, en **Nthofela Sarah Mohlakoana,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Odendaalsrus, en 'n lasbrief vir eksekusie gedateer 16 Augustus 1993, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Vrydag, 8 Oktober 1993 om 10:00, voor die Landdroshof, Odendaalsrus:

Al die reg, titel en belang in die huurpag te opsigte van Erf 1605, geleë te Kutlwanong, distrik Odendaalsrus, groot 352 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL1458/1990.

Verbeterings: 'n Drieslaapkamerwoonhuis met sitkamer, eetkamer, badkamer en kombuis. 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% (agttien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Geregsbode, Odendaalsrus, nagesien word.

Geteken te Odendaalsrus op hede die 27ste dag van Augustus 1993.

Van der Watt & Vennote, Van der Wattgebou, Kerkstraat 52, Odendaalsrus.

Case 2939/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **James Charles Barlow,** First Defendant, and **Catharina Elizabeth Petronella Barlow,** Second Defendant

In execution of a judgment of the above Honourable Court in the above suit, a sale without reserve will be held at the Magistrate's Court, Peet Avenue, Bloemfontein, on Friday, 15 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 Defendants to wit:

Certain: Erf 9108, Bloemfontein, being 14 Brink Street, Universitas, Bloemfontein, held by the Defendants in terms of Deed of Transfer T10012/86, with improvements thereon.

Terms: The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

Improvements: Three bedrooms, two bathrooms, lounge, dining-room, kitchen, scullery, servant room, outer room, garage and carport.

Conditions: The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein this 2nd day of September 1993.

E. Holtzhausen, for Webbers, Attorney for Plaintiff, Third Floor, Allied House, West Burger Street, Bloemfontein.

Saak 11513/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Molelekoa Bennet Mosai,** Verweerder

Ingevolge uitspraak van die Landdroshof van Bloemfontein en lasbrief tot geregtelike verkoping gedateer 20 Julie 1993 sal die ondervermelde eiendom op 8 Oktober 1993 om 10:00, te Peetlaaningang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere reg van huurpag tot Perseel 16157, Mangaung, distrik Bloemfontein, groot 346 vierkante meter, soos aangetoon op Algeneme Plan L64/1988, gehou kragtens Akte van Transport TL4873/1991, en onderworpe aan sekere voorwaardes soos daarin uiteengesit, bestaande uit enkelverdiepingwoonhuis met twee slaapkamers, kombuis, sitkamer en badkamer.

Die koper moet afslaersgelde, BTW asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein-Oos nagesien word.

G. B. A. Gerdener, Vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.]

Case 1525/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Frederick Conraad Flanagan** (I.D. 4010065128253), First Defendant, and **Vanessa Flanagan,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suite, a sale with/without reserve price is to take place at the Magistrate's Court, Bain Street, Sasolburg, on Friday, 8 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 and which conditions may be inspected at the offices of the Sheriff, Trust Bank Chambers, Fichardt Street, Sasolburg, prior to the sale:

Erf 3146, situated in the Town Sasolburg Extension 3, District of Parys, measuring 1 369 (one thousand three hundred and sixty-nine) square metres, held by virtue of Deed of Transfer T13243/1990, subject to the conditions contained therein and specially subject to the reservation of mineral rights, consisting of entrance-hall, lounge, dining/sewing-room, kitchen, laundry, four bedrooms, bathroom, bathroom/toilet, four garages, servants' quarters, tile roof, and brick/conrete paving.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 or part thereof , 3% (three per cent) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, Attorney for Plaintiff, c/o Israel & Sackstein, 26/28 Aliwal Street, Bloemfontein.

Saak 436/93

IN DIE LANDDROSHOF VIR DIE DISTRIK THEUNISSEN GEHOU TE THEUNISSEN

In die saak tussen **Nedperm Bank Beperk,** Eksekusieskuldeiser, en **Masekana Samuel Potsane,** Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdros, Theunissen en 'n lasbrief vir eksekusie gedateer 27 Julie 1993, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 15 Oktober 1993 om 10:00, voor die Landdroshof, Theunissen:

Al die reg, titel en belang in die huurpag ten opsigte van Erf 1443, Masilo, distrik Theunissen, groot 325 vierkante meter, gehou kragtens sertifikaat van geregistreerde toekenning van Huurpag TL1348/1989, geregistreer op 2 Junie 1989.

Verbeterings: 'n Tweeslaapkamerwoonhuis bestaande uit kombuis, sitkamer en badkamer.

Die eiendom is gesoneer vir woondoeleindes.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig 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 Theunissen nagesien word.

Geteken te Welkom hierdie 9de dag van September 1993.

F. J. Kapp, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Wessels & Smithgebou, Heerenstraat, Welkom.

Saak 6040/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Force Ten Construction (Pty) Ltd,** Verweerder

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) sal 'n verkoping sonder voorbehoud van die volgende eiendom/me van bogenoemde verweerder plaasvind voor die Landdroskantoor, Weeberstraat, Odendaalsrus, op Vrydag, 22 Oktober 1993 om 10:00, naamlik:

Erf 3392, geleë in die dorp Odendaalsrus-uitbreiding 5, Odendaalsrus, groot 6 104 vierkante meter.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie. Verbeterings bestaan uit: 'n Onbeboude, omheinde erf met 'n klein sinkstruktuur.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Adjunkbalju betaalbaar onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg binne veertien (14) dae na die datum van verkoping aan die Adjunkbalju, 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 Odendaalsrus, gedurende kantoorure.

D. J. Nortier, vir Naudes, Eiser se Prokureur, Trustfonteingebou, St Andrewstraat 151, Bloemfontein, 9300.

Case 1229/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **Oostelike Provinsie Bouvereniging,** trading as E. P. Building Society, Plaintiff, and **Mzhlasi Jim Menyatso** (Identity Number 5402115294087), First Defendant, and **Griet Menyatso** (Identity Number 5504250729080), Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suite, a sale with/without reserve price is to take place at the Peet Avenue Entrance of the Magistrate's Court, Bloemfontein, on Friday, 8 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 and which conditions may be inspected at the offices of the Sheriff, Bloemfontein East, 5 Barnes Street, Bloemfontein, prior to the sale:

Erf 2202, Uitbreiding 4, geleë in die dorp Ashbury, distrik Bloemfontein, groot 354 (driehonderd vier-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T5075/1992, onderworpe aan sekere voorwaardes.

Consisting of two bedrooms, lounge, bathroom/toilet and kitchen.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, Attorney for Plaintiff, c/o Israel & Sackstein, 26/28 Aliwal Street, Bloemfontein, (Ref. NEO685.)

Case 1838/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Molefi Joseph Mofolo N.O.** (Identity Number 2402345130089), Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suite, a sale with/without reserve price is to take place at the Peet Avenue Entrance of the Magistrate's Court, Bloemfontein, on Friday, 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, Bloemfontein East, 5 Barnes Street, Bloemfontein, prior to the sale:

Site 11102, Mangaung, District of Bloemfontein, measuring 273 (two hundred and seventy-three) square metres, as indicated on General Plan L29/1986, held by Certificate of Registrated Grant of Leasehold TL1261/1989, subject to the conditions set out therein.

Consisting of lounge, dining-room, kitchen, two bedrooms, bathroom, wire fence and tile roof.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, Attorney for Plaintiff, c/o Israel & Sackstein, 26/28 Aliwal Street, Bloemfontein, (Ref. NS8756.)

Saak 18/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SENEKAL GEHOU TE PAUL ROUX

In die saak tussen **ABSA Bank Beperk,** Eiser, en **P. J. Booyens,** Verweerder

Ten uitvoere van 'n vonnis van die Landdroshof van Paul Roux en kragtens 'n lasbrief tot uitwinning gedateer 21 Junie 1993, sal die volgende eiendom per publieke veiling vir kontant op Vrydag, 22 Oktober 1993 om 11:00, te die Landdroskantoor, Voortrekkerstraat, Paul Roux, aan die hoogste bieër verkoop word, naamlik:

Sekere Erf 135, groot 2 974 vierkante meter, geleë te Paul Roux, distrik Senekal, gehou kragtens Transportakte 5530/1986.

Ten opsigte van voormelde verbeterings word geen waarborg verstrek nie.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju van die Landdroshof betaal, onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne sewe (7) dae na die datum van verkoping aan die Balju van die Landdroshof of aan die prokureur wat die transport namens die Eiser sal behartig gelewer word. Indien die eiendom deur die Eerste Verbandhouer gekoop word, hoef die tien persent (10%) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae te die kantore van die Balju Landdroshof, Voortrekkerstraat, Paul Roux.

Geteken te Bethlehem op hierdie 7de dag van September 1993.

Moore Harrington De Clerk, Prokureurs vir Eiser, Lindleystraat 29, Posbus 255, Bethlehem.

Saak 231/93

IN DIE LANDDROSHOF VIR DIE DISTRIK FRANKFORT GEHOU TE FRANKFORT

In die saak tussen **ABSA Bank Bpk.,** Reg. No. 86/04794/06, handeldrywende as Allied Bank, Eiser, en **M. E. Cox,** Verweerder

Ingevolge 'n vonnis van die Landdroshof van Frankfort en 'n lasbrief van eksekusie gedateer 25 Mei 1993, sal die volgende eiendom geregtelik verkoop word op 15 Oktober 1993 om 10:00, voor die Landdroskantoor, Van Reenenstraat, Frankfort, by wyse van 'n openbare veiling aan die hoogste bieder, naamlik:

Sekere Erf 140, geleë in die dorp Frankfort, distrik Frankfort, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter, gehou kragtens Akte van Transport 5427/1963.

Verbeterings (geen waarborg daaromtrent word gegee nie): Woonhuis bestaande uit sit-/eetkamer, kombuis, drie slaapkamers, badkamer, aparte toilet en enkelmotorhuis.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Frankfort.

Gedateer te Harrismith op hede die 13de dag van September 1993.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Stuartstraat 51 (b), Posbus 22, Harrismith.

Saak 2082/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **Nedperm Bank Beperk,** Eksekusieskuldeiser, en **G. S. Nieuwoudt,** Eerste Eksekusieskuldenaar, en **J. M. Nieuwoudt,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Virginia, en 'n lasbrief vir eksekusie gedateer 25 Augustus 1993, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 15 Oktober 1993 om 10:00, voor die Landdroskantoor, Virginia:

Deel 3 van Erf 78, geleë te 1A Valley Drive East, Virginia, gesoneer vir woondoeleindes, groot 995 vierkante meter, gehou kragtens Transportakte T9372/89.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit sitkamer, familiekamer, eetkamer, kombuis, twee badkamers en motorhuis.

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% 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, Virginia, nagesien word.

Gedateer te Welkom op hierdie 8ste dag van September 1993.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, p.a. Immelman & Vennote, Volkskasgebou, Virginia Tuine, Virginia.

Saak 285/93

IN DIE LANDDROSHOF VIR DIE DISTRIK THEUNISSEN GEHOU TE THEUNISSEN

In die saak tussen **Allied Bank,** Eiser, en **Jan Lodewyk Ludike,** en **Helena Catharina Ludike,** Verweerders

Kragtens vonnis toegestaan deur die bogemelde Agbare Hof gedateer 21 Mei 1993, en lasbrief vir eksekusie teen onroerende goedere gedateer 18 Mei 1993, sal die hierondervermelde onroerende eiendom geregtelik verkoop word aan die hoogste bieder op Vrydag, 15 Oktober 1993 om 10:00, te die Landdroskantoor, Le Rouxstraat, Theunissen, te wete:

Sekere Erf 253, geleë in die dorp en distrik Theunissen.

Belangrikste voorwaardes van verkoop:

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

2. Die koper sal aanspreeklik wees vir betaling van rente op die balans koopprys van tyd tot tyd verskuldig teen 20,75% (twintig komma sewe vyf persent) per jaar vanaf datum van bekragtiging van hierdie koop tot datum van betaling van die volle balans koopsom.

Die verkoopvoorwaardes lê ter insae te:

(1) F. B. Coetzer, Prokureurs vir Eiser, Van Heerdenstraat 45, Theunissen; en

(2) Die Balju vir die Landdroshof Theunissen, p.a. Theunissen Boekhandelaars, Piet Retiefstraat 51, Theunissen.

Geteken te Theunissen op hierdie 1ste dag van Junie 1993.

F. Coetzer, Prokureur vir Eiser, Van Heerdenstraat 45, Theunissen.

Case 4180/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **Finance Factors CC,** Plaintiff, and **Kevin Dereck Colby,** First Defendant, and **Cedric Stephan Brown,** Second Defendant

Kindly take notice that pursuant to a judgment delivered by the Supreme Court of South Africa (Orange Free State Provincial Division) on 5 November 1992, and a warrant of execution against immovable property dated 25 February 1993, the undermentioned property of the Second Defendant will be sold by public auction to the highest bidder on Wednesday, 13 October 1993 at 10:00, at the premises being:

Sectional title unit: Section 2, set out in Sectional Plan SS18/86, in the scheme known as Welgemoed Hof, situated on Wilkoppies Township of which section the floor area to the said Sectional Plan is 72 square metres, and is held under Certificate of Registered Unit Title ST18/86 (2) (Unit), comprising of a lounge, comfortable kitchen, small dining-room, a bathroom and a bedroom.

The conditions of sale can be inspected at the offices of the Sheriff of Klerksdorp at 11 Teak Avenue, Klerkindustria, Klerksdorp, or at the Execution Creditor's attorneys' offices at any time and further information will be supplied on request.

Signed at Bloemfontein this 31st day of August 1993.

P. D. Yazbek, for Lovius-Block, Attorney for Plaintiff, Ground Floor, Standard Bank House, 15(A) West Burger Street (St Andrew Street-entrance); P.O. Box 819, Bloemfontein, 9300. [Tel. (051) 30-3874/5/6/7/8.] [Fax (051) 47-6441.]

PUBLIC AUCTIONS, SALES AND TENDERS
OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

VAN'S AFSLAERS

LIKWIDASIEVEILING TE PHALABORWA — TOERUSTING, MASJINERIE EN ONDERDELE

In opdrag van die likwidateur, **GB Brakes BK.,** in likwidasie, **T3160/93,** verkoop Van's Afslaers sal die voorraad, toerusting en meubels per openbare veiling, sonder reserwe, ter plaatse:

Dinsdag, 28 September 1993, om 11:00 te Witradgebou, Leydsstraat 2, Phalaborwa.

Betaling: Kontant of gewaarborgde tjeks onmiddellik alleen.

Nota: Reg voorbehou om enige item te onttrek of by te voeg.

Inligting: Skakel Van's Afslaers (012) 335-2974.

TRAKMAN'S AUCTION SALES

Instructed thereto by the liquidator of **Faythphil (Pty) Ltd,** in liquidation, **Master's Reference T1953/92,** we will sell the assets at our mart, 5 First Street, New Doornfontein, Johannesburg, on Tuesday, 12 October 1993 at 10:30.

Terms: Cash.

Trakman's Auction Sales. Phone (011) 614-7135.

CAHI AUCTIONEERS, APPRAISERS & STOCK LIQUIDATORS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION — LOOSE ASSETS: GENUINE GENTS ROLEX WATCH, ISUZU 250 DIESEL LWB TRUCK, MODERN GOLD AND DIAMOND JEWELLERY. STANDS 540 AND 541, HARTEBEESFONTEIN EXTENSION 13, FIREARMS, SMALL SAFE, BANDSAW, CIRCULAR SAW, STAINLESS STEEL BASINS, HOUSEHOLD FURNITURE, AND MUCH MORE.

Duly instructed by the trustees in the insolvent and deceased estates **J. J. J. Harmse, Master's Reference T804/93, A. S. van Schalkwyk, Master's Reference T5234/92, J. O. Terblanche, Master's Reference T10577/92,** and **D. F. Eitz, Master's Reference T1110/92,** on Friday, 24 September 1993, at 10:00, at our mart, corner of Beatrix and Proes Streets, Arcadia, Pretoria.

Terms: R200 registration fee (refundable).

Viewing: Day prior at 13:00—16:00.

This advert is subject to change without prior notice,

Cahi Auctioneers, Appraisers & Stock Liquidators, corner of Beatrix and Proes Streets, Arcadia, Pretoria. Tel. (012) 325-7250. (S.A.I.A.)

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Thabazimbi op 15 Oktober 1993 om 10:00 voor die Landdroskantoor te Thabazimbi die ondergemelde eiendom by publieke veiling verkoop:—

GEDEELTE 8 ('n gedeelte van Gedeelte 3) van die plaas DOORNFONTEIN 498, Registrasie Afdeling K.Q., Transvaal. *GROOT:* 288,5029 hektaar.

Blykens Akte van Transport T6942/1986 in die naam van ADRIAAN HENDRIKUS STANDER BOTHA.

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendom: 40 km suidoos van Thabazimbi.

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

2 Woonhuise, staalskuur, 4 werkershuise, dubbelmotorhuis met woonstel. Gedeeltelik veekerend omhein en verdeel in kampe. Boorgat. Ressorteer onder die Krokodilrivier (Wes-Transvaal) Staatswaterskema en 77,3 hektaar is daaronder ingelys.

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 huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar.)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys.

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

Dit word beweer dat waterbelasting ten bedrae van R1 040,95 plus rente verskuldig is.

VERWYSINGSNOMMER: AJAE 01965 03G 04G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 16 September 1993.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju : Hooggeregshof, BRITS op 15 Oktober 1993 om 10:00 voor die Landdroskantoor te BRITS die ondergemelde eiendomme by publieke veiling verkoop:—

(1) GEDEELTE 872 van die plaas HARTEBEESTPOORT C 419, Registrasie Afdeling J.Q., Transvaal. *GROOT:* 21,9087 hektaar.

(2) RESTERENDE GEDEELTE VAN GEDEELTE 247 van die plaas HARTEBEESTPOORT C 419, Registrasie Afdeling J.Q., Transvaal. *GROOT:* 43,9758 hektaar.

[Eiendomme (1) en (2) is gekoppel en word derhalwe gesamentlik verkoop.]

Eiendomme (1) en (2) Blykens Akte van Transport T27073/1981 in die naam van THEUNIS JOHANNES KRUGER.

Ligging van hierdie eiendomme: 10 km noordoos van Brits.

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1) en (2): 3 Woonhuise, oop staalskuur, stoorkamers, sinkskuur, melkstal, 2 skure, afdak, tabakoond, sinkstoor, kampong, motorhuis en stoorkamer en 20 arbeidershuise. Veekerend omhein en verdeel in kampe. 2 Boorgate en 2 tenks. Eiendomme (1) en (2) ressorteer onder die Hartbeespoort Staatswaterbeheergebied en 10,3 hektaar van eiendom (1) en 8,6 hektaar van eiendom (2) is daaronder ingelys.

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 eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar.) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys.

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

Dit word beweer dat waterbelasting ten bedrae van R1 666,72 plus rente ten opsigte van eiendom (1) verskuldig is.

VERWYSINGSNOMMER: AIAA 01693 03G 04G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 16 September 1993.

PHIL MINNAAR (BK.)

CK 85/01372/73

BESTORWE INSOLVENTE BOEDEL VEILING VAN HOEWE MET PRAG WONING IN GESOGTE OOSTELIKE VOORSTAD VAN PRETORIA—WILLOW GLEN

In opdrag van die Eksekuteur in die bestorwe insolvente boedel **C. W. Nel, Meestersverwysing 667/93,** verkoop ons die ondervermelde eiendom per openbare veiling op Vrydag, 8 Oktober 1993 om 12:00:

Plek van veiling: Forestlaan 67, Willow Glen-landbouhoewes.

Beskrywing van eiendom: Hoewe 67, Willow Glen-landbouhoewes, Pretoria, beter bekend as Forestlaan 67, Registrasieafdeling JR, Transvaal, groot 2,2747 ha.

Verbeteringe: Hierdie moderne platdak klinkersteen woning bestaan uit vyf slaapkamers, (hoofslaap- en badkamer met borrelbad en aangrensende vertrek met jacuzzi), formele sitkamer, eetkamer, ruim TV-kamer wat met skuifdeure uitloop op tuin, ingeboude kroeg aangrensend met woonkamer met volledig toegeruste wynkelder op tweede vlak, oopplan kombuis met ontbythoekie, aparte opwasarea, studeerkamer, 1½ badkamer, gaste geriewe, teëls en matte, drie bediendekamers met twee toilette, plaveisel, vier elektroniese toesluit motorhuise, veiligheidshekke en veiligheidsomheining.

Terme: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 14 dae na aanvraag.

Afslaers kommissie en BTW daarop word deur koper betaal.

Besigtiging: Daagliks tussen 08:00 en 17:00.

Afslaersnota: Moderne argitekswoning met stylvolle ruim vertrekke.

Navrae: Skakel ons kantore by (012) 322-8330/1.

Phil Minnaar (BK), Afslaers, CK 85/01372/73, Posbus 28265, Sunnyside. Tel. 322-8330/1/2. Faks (012) 322-9263.

MAJOR PUBLIC AUCTION

GROOT MARICO

In the insolvent estate **J. J. Pretorius, Masters Ref. No. T782/93** eight farms to be sold without reserve at the Bosveld Hotel, Paul Kruger Street, Groot Marico, on Thursday, 30 September 1993 at 12:00:

Duly instructed by the trustee, we will hereby sell these properties being Portion 60 of the farm Rietfontein 230, Portion 25 of the farm Waterval 388 and Portions 38, 39, 51, 52, 53, 54 of the farm Rietvallei 288.

Size: Ranging from 8 863 m^2 to 75,0493 ha.

Description: These farms are situated in picturesque valleys in the western Transvaal bushveld, and are ideal for game and/or cattle farming. Most of these farms are enclosed with fencing and some also have boreholes. No further improvements have been done on these properties.

Directions: On the Rustenburg/Swartruggens Road (R27) straight onto Groot Marico, into Paul Kruger Street, where the Groot Marico Bosveld Hotel is situated.

View: All eight farms will be on show on 29 September 1993.

Terms: A 20% (twenty per cent) deposit (cash or bank-guaranteed cheque) on the fall of the hammer. The balance must be paid by suitable guarantees within 30 days of confirmation of sale. There is a seven day confirmation period.

For further details please contact aucor: Lisa Sardinha, Hatfield Forum East, 1077 Arcadia Street, Third Floor, P.O. Box 26, Hatfield, Pretoria, 0083. Tel. (012) 3422041, 3423502/5/11. Fax: (012) 3422042.

AUCOR (PTY) LIMITED

PERWELD ENGINEERING (PTY) LIMITED IN LIQUIDATION, MASTERS REF. No. T1377/93

To be auctioned: Engineering Equipment, at 23 Wright Street, Factoria, Krugersdorp, on Thursday, 30 September 1993 at 10:30:

Duly instructed thereto by the liquidator we will sell the assets of the above company. The above is subject to change without prior notice view: Day prior to sale.

Terms: R2 000 deposit. Balance on day of sale by bank or bank-guaranteed cheque only.

For further listings please contact the auctioneers Aucor (Pty) Ltd, 31 Height Street, Doornfontein, 2028. Tel. (011) 402-5775. Fax: 402-6766.

Anita Koekemoer, P.O. Box 15621, Doornfontein, 2028.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE **H. & R. A. BARNES**

MASTER'S REFERENCE No. T1242/93

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 5 Glenrollo Street, Aston Manor, District of Kempton Park, Transvaal, on Tuesday, 28 September 1993 at 10:30, a three-bedroomed home.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Telephone No. (011) 789-4375. Telefax No. (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE **G. I. HANGER**

MASTER'S REFERENCE No. T5028/92

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Unit 9 Santa Barbara, 879 Santa Barbara Crescent, Lonehill Extension 18, District of Sandton, Transvaal, on Monday, 27 September 1993 at 10:30, a three-bedroomed home.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Telephone No. (011) 789-4375. Telefax No. (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE **G. T. NICOL**

MASTER'S REFERENCE No. T2718/93

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 47 Conrad Drive, Blairgowrie, District of Randburg, Transvaal, on Tuesday, 28 September 1993 at 10:30, a four-bedroomed home.

For further particulars and viewing contact the auctioneer, Park Village Auctions. Telephone No. (011) 789-4375. Telefax No. (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE **A. C. WATTERS**

MASTER'S REFERENCE No. T2864/93

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 46 Essenhout Street, Randpark Ridge Extension 1, District of Randburg, Transvaal, on Tuesday, 28 September 1993 at 12:00, a four-bedroomed home.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Telephone No. (011) 789-4375. Telefax No. (011) 789-4369.

PARK VILLAGE AUCTIONES

INSOLVENT ESTATE **L. L. & E. G. ERASMUS TRADING AS ERASMUS BUILDERS**

MASTER'S REFERENCE No. T2615/93

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at a Cluster House Project better known as Gary's Place, Belmont Avenue, Groblerspark Extension 36, District of Roodepoort, Transvaal, on Thursday, 30 September 1993, commencing at 10:30, three cluster homes.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Telephone No. (011) 789-4375. Telefax No. (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE **L. L. AND E. G. ERASMUS, TRADING AS ERASMUS BUILDERS**

MASTER'S REFERENCE No. T2615/93

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Plot 4, Geraard Street, Helderblom Agricultural Holdings, District of Krugersdorp, Transvaal, on Wednesday, 29 September 1993 at 10:30, a five-bedroomed home.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Telephone No. (011) 789-4375. Telefax No. (011) 789-4369.

LEO AFSLAERS (EDMS.) BPK

REG. No. 87/03427/07

INSOLVENSIEVEILING VAN NETJIESE DRIESLAAPKAMERWONING, BRACKENSHIRESTRAAT 29, THE ORCHARDS-UITBREIDING 11, PRETORIA OP 6 OKTOBER 1993, OM 10:30 OP DIE PERSEEL

Erf 1753, The Orchards-uitbreiding 11, Registrasieafdeling JR, Transvaal.

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **A. M. C. en E. H. Bekker, Meestersverwysing T2292/93,** verkoop ons per openbare veiling genoemde eiendom op die perseel, bestaande uit 'n woonhuis met drie slaapkamers, twee badkamers, oopplan kombuis met kaste en vierplaat stoof, opwaskamer, sit-/eetkamer aaneen, gesinskamer, ingeboude kaste, volvloermatte, dubbel onderdakparkering, bediendetoilet, nutshut, ommuur, teëldak, gevestigde tuin Erf = 840 m^2, Verbeterings = ±170 m^2.

Bekragtiging met die val van die hamer.

Verkoopvoorwaardes: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborge vir die balans binne 30 dae na bekragtiging deur die kurator.

BTW betaalbaar: Geen.

Afslaersnota: Ideale gesinswoning, naby alle fasiliteite.

Besigtiging: By die eiendom (vra vir wag) of reël met die Afslaer.

Vir meer besonderhede skakel die kantoor by (012) 341-1314 gedurende kantoorure.

PROPERTY MART SALES

LIQUIDATION SALE

MOVABLE ASSETS

Duly instructed by the liquidators of **Eurojap Motors (Pty) Ltd, Master's Ref. T2715/93**

We shall sell the following:

Toyota Panelvan DTJ850T, Mazda 626 Sedan JGZ881T, Mazda 626 SLE KMW035T, Volkswagen Microbus HZM913T, BMW 518 Sedan MCM209T, Ford Escort KVN968T, Toyota T.U.V. L.D.V. JLZ985T, Datsun L.D.V. GXY218T, Peugeot 504 Stationwagon GCP423T, BMW 733 Sedan, Mitsubishi L300 Panelvan, Volkswagen Golf KBW925T, Volkswagen Double Cab L.D.V. BDZ646T, Leyland Synchro 245 Tractor DKF468T, Suzuki B120 Delivery Motor Cycle FRT161T, 2 × Suzuki Delivery Motor Cycles JMC 498T and HNV354T, Honda 125 Delivery Motor Cycle GXV175T, 2-Post Hoist, Go Power System DT 1000 Dynometer, Buffel Chassis Straightener, 2 × WAP Vacuum Cleaners, 2 × Karcher Steam Cleaners, Epco Gearbox Jack, 2 × 5 ton, 2 × 3 ton Trolley Jacks, 2 × Telwin CO Welders, Migwell 450 Welder, 2 × 2 ton Engine Cranes, 250 Amp Tonco Welder, H.P.A. Computerised Wheel Aligner, 4 K.W. Compressor, Cemb Wheel Balancer, Bosal Tyre Changer, Autolack Paint Colour Matching Unit, Com 200 Micro Fiche File, Cife 24 Volt Battery Charger, Hawkins Battery Charger, 150 cu ft Bench Grinder, 12 mm Bench Drill. Spares: namely: Filters, fan belts, gaskets, clutch plates, pressure plates, bearings, shock absorbers for various trucks and cars, assortment auto electrical parts for various trucks and cars, quantity steel shelving, steel work benches, quantity bolts and nuts, +200 truck and car trestles, high pressure and gravity feed spray guns, 10 lt. Pressure vessel, Brother overlocker sewing machine, bus benches, two canteen tables, bottle trolleys, oxy/acet, gauges, etc.

The sale will be supplemented by the following:

Computer equipment, monitors, keyboards, typewriters, micro fiche etc.

Sale takes place on site at 102 Turffontein Road, Springfield, on Monday, 27 September 1993 at 10:30.

Terms: Cash or bank certified cheque on day of sale, a R500 deposit (refundable) required on registration. The above is subject to change prior to sale.

Viewing: Friday prior to sale from 8:30 a.m. to 4:30 p.m.

For further particulars contact the auctioneers.

Auctioneers: Property Mart (Est. 1963), 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. Tel. (011) 728-1283. Fax: (011) 728-5215. A/H: (011) 462-3731 Mr Hartard.

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE **J. M. AND M. E. KRUGER**
MASTER'S REFERENCE No. T1032/93

Duly instructed by the trustee in the above matter we will sell by public auction on the Sport 59 Pheasant Street, Nina Park Extension 2, Pretoria, on Tuesday, 28 September 1993 at 11:00, the following:

Delightful, spacious double storey thatched roof home with pool, Nina Park, Pretoria.

Certain Erf 147, situated at 59 Pheasant Street, Nina Park Extension 2, Pretoria, measuring approximately 1 360 square metres upon which is erected a residence comprising:

Downstairs: Tiled entrance with feature indoor garden; tiled bar-room with fitted bar; spacious lounge; dining-room; guest cloakroom; spacious modern kitchen with separate pantry.

Upstairs: Three bedrooms (main with bathroom en suite); Juliet balcony off main bedroom; second bathroom.

Outbuildings: Brick-paved lapa with built-in braai; brick-paved entertainment area; double garage; toilet; manicured garden and attractive pool.

Terms: 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from the date of confirmation.

On view Mondays, Wednesdays and Fridays from 14 p.m. to 16 p.m.

For futher 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 No. (011) 333-3460.

VAN'S AFSLAERS

VEILING WOONHUIS GEZINA, PRETORIA

In opdrag van die Kurator, insolvente boedel **C. S. Swanepoel, Meestersverwysing T844/93,** verkoop **Van's Afslaers,** ondervermelde eiendom per openbare veiling, sonder reserwe onderhewig aan bekragtiging:

Vrydag, 1 Oktober 1993, 11:00, 13de Laan 558, Gezina, Pretoria.

Beskrywing: Gedeelte 10, Erf 681, Gezina, Pretoria, groot 991 m^2.

Verbeterings: Sinkdakwoning, met drie slaapkamers, gewone vertrekke, motorhuise en boorgat.

Betaling: 10% (tien persent) plus afslaerskommissie in kontant of gewaarborgde tjek. Waarborge binne 30 dae.

Inligting: Skakel Van's afslaers (012) 335-2974.

PHIL MINNAAR AFSLAERS (BK)

(CK85/01372/73)

INSOLVENTE BOEDELVEILING VAN ERF MET ONVOLTOOIDE HUIS DAAROP—ERASMUS, BRONKHORSTSPRUIT

In opdrag van die Voorlopige Kurator in die insolvente boedel **A. C. en M. C. Appelgryn, Meestersverwysing T3024/93,** verkoop ons die ondervermelde eiendom per openbare veiling op Woensdag, 6 Oktober 1993 om 11:00:

Plek van veiling: Markstraat 67, Erasmus, Bronkhorstspruit.

Beskrywing van eiendom: Erf 227, beter bekend as Markstraat 67, Erasmus, Bronkhorstspruit. Registrasieafdeling JR, Transvaal, groot 2 552 m^2.

Verbeterings: Onvoltooide woning bestaande uit drie slaapkamers (twee het eie badkamer), sit- en eetkamer, studeerkamer, kombuis, ontspanningskamer, drie badkamers, motorhuis en bediendekamer.

Besigtiging: Daagliks.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 45 dae na aanvraag.

Navrae: Skakel ons kantore by (012) 322-8330/1.

Phil Minnaar (BK) Afslaers, CK85/01372/73, Bus 28265, Sunnyside. Tel. 322-8330/1/2. Faks: (012) 322-9263.

CAPE • KAAP

VAN'S AFSLAERS

VEILING VAN PRAGTIGE HOEWE NABY KNYSNA

In opdrag van die Kurator van insolvente boedel **A. G. de Lange, Meestersverwysing T939/93,** verkoop ons onvermelde eiendom per openbare veiling, sonder reserwe maar onderhewig aan bekragtiging op:

Maandag, 27 September 1993 om 11:00, te Gedeelte 51, Ruygtevallei 205, Knysna.

Beskrywing: Gedeelte 15 van die plaas Ruygtevallei 205, Knysna. Registrasieafdeling RD, Kaapprovinsie.

Groot: 9,6830 h.

Verbeterings: Geen.

Nota: Hierdie pragtige eiendom het 'n see-uitsig en grens aan 'n natuurreservaat.

Betaling: 10% (tien persent) van die koopprys as deposito *plus* afslaerskommissie in kontant of gewaarborgde tjek. Balans verseker te word met waarborge binne 30 dae na bekragtiging.

Inligting: Skakel Van's Afslaers by (012) 335-2974.

NATAL

STOCK OWNERS PROPERTIES (PTY) LIMITED
VEEBOERE EIENDOMME (EDMS.) BEPERK
(Reg. No. 54/00648/07)

PUBLIEKE VEILING VAN NOORD-NATAL PLAAS, 3 SPILPUNTE, MELKTOERUSTING, PLAASGEREEDSKAP EN IMPLEMENTE

In opdrag van **Cape Trustees Bpk.,** wie die insolvente boedel **A. Faure, Meestersverwysing T3010/93,** administreer, sal ons die volgende per publieke veiling aanbied op Donderdag, 30 September 1993 om 11:00, op die plaas Redcliffe.

Eiendom:

*Die plaas bekend as Redcliffe, grootte 402,6487 ha, geleë in die gesogte gebied van Normandien, Noord-Natal. Die plaas en twee spilpunte sal eerstens afsonderlik en daarna gesamentlik verkoop aangebied word.

Besproeiingstoerusting:

1 × 10 Toring Valley-spilpunt met elektriese motor en pomp, 2 × 6 Toring Pierce-spilpunte met elektriese motors en pompe.

Trekker en implemente.

Verkoopvoorwaardes:

Vaste eiendom: Sluit *inter alia* in 10% deposito op dag van veiling en balans by wyse van 'n aanvaarbare waarborg binne 30 dae van aanvaarding van die aanbod. Kommissie sal deur die koper betaal word.

Losbates: Streng kontant of bankgewaarborgde tjeks op dag van veiling, tensy vooraf met afslaers gereël.

Navrae: Veeboere Koöperasie Bpk., Posbus 26, Newcastle, 2940. Tel. (03431) 26115.

Na-ure: Losbates: Piers Beckett (03431) 26998.

Eiendom: Colin Talbot (0341) 81822.

Afslaers en Eiendomsagente, Hoofkantoor, Smithstraat 539, Durban.

Takke: Dundee, Durban, Estcourt, Harrismith, Himeville, Hluhluwe, Ixopo, Kokstad, Ladysmith, Matatiele, Mooi River, Newcastle, Pietemaritzburg, Underberg, Vryheid, Winterton.

Direkteure: V. B. Field, C. V. Talbot.

DALES BROS. PROPERTY AUCTIONS

Duly instructed by the respective Liquidator/Trustee, auction sales to be held on Thursday, 14 October 1993 at the respective sites:

1. At 10:00 a.m., **Durnorth Properties CC,** in liquidation, **Master's Reference N308/93,** 18 Buckleigh Place, Durban North, spacious modern residence with pool, entrance hall to dining-room/lounge, sundeck, pool, private garden, three bedrooms with shower en suite, double garage.

2. At 1:15 p.m. insolvent estate **S. T. Boyd, Masters' Reference N129/93,** 5 Park Drive, Athlone Park, spacious bungalow with pool, large verandah to lounge/dining-room, four bedrooms (main shower en suite), full bathroom, level, fenced, two-road frontage plot overlooking sports ground.

20% (twenty per cent) guaranteed deposit in respect of each property payable at the sale, on the fall of the hammer. Conditions of sale available, Tel. (031) 701-3251.

ORANGE FREE STATE
ORANJE-VRYSTAAT

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, BETHLEHEM op 15 Oktober 1993 om 10:00 voor die Landdroskantoor te BETHLEHEM die ondergemelde eiendom by publieke veiling verkoop:—

Die restant van die plaas STILLEWONING 1296, distrik Bethlehem.

GROOT: 356,8483 hektaar

Blykens Akte van Transport T6021/1988 in die naam van STEFANUS MEYER

Ligging van hierdie eiendom:—

23km suidsuidwes van Bethlehem.

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:-

Woonhuis, stoorkamer en melkstal. Veekerend omhein en verdeel in kampe. 4 Boorgate, 2 sementdamme, 19 suipkrippe, 2 gronddamme, fontein en 2 spruite.

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 huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bod moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys.

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte of koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BAAA 03922 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 16 September 1993.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Frankfort op 15 Oktober 1993 om 10:00 voor die Landdroskantoor te Frankfort, die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Onderverdeling 1 van die plaas STERKFONTEIN 331, distrik Frankfort

GROOT: 38,0121 hektaar

(2) Onderverdeling 1 van die plaas LENGTE 329, distrik Frankfort

GROOT: 271,2075 hektaar

Eiendomme (1) en (2) blykens Akte van Transport T8264/1978

(3) Onderverdeling 2 van die plaas BONT PLAAT 120, distrk Frankfort

GROOT: 1556,6892 hektaar

Eiendom (3) blykens Akte van Transport T11381/1989

in die naam van HENDRIK FRANCOIS TALJAARD

Die titelaktes sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

Eiendomme (1) en (2): 11 km suidoos van Frankfort

Eiendom (3): 22 km suidoos van Frankfort

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) en (2): Woonhuis, staalstoor, stoor, klipstoor, werkswinkel, buitegeboue. Veekerend omhein en verdeel in kampe. 5 Boorgate, 5 sementdamme en 7 suipkrippe.

Eiendom (3): Rondawel, 2 staalstore, kunsmisstoor, skeerstoor, melkstal, bulstal en selfvoerder. Veekerend omhein en verdeel in kampe. 15 Boorgate, 9 sementdamme, ± 50 suipkrippe, 6 gronddamme, 3 spruite en Wilgerivier.

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 op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte of koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BAAE 02051 02G/03G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 14 September 1993.

Save a drop — and save a million

Water conservation is very important to the community and industry to ensure their survival. So save water!

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WARNING

Possession of illegal weapons could condemn you to:

UP TO 25 YEARS IN JAIL, COMMUNITY AND FAMILY REJECTION

PLEASE HAND IT IN

For the sake of your community

Use it

Don't abuse it

water is for everybody

Werk mooi daarmee

Ons leef daarvan

water is kosbaar

Hou Suid-Afrika Skoon

Gooi rommel waar dit hoort

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.***

———oOo———

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.***

TABLE OF CONTENTS

LEGAL NOTICES

		Page
SALES IN EXECUTION AND OTHER PUBLIC SALES		10
Sales in execution:		
Provinces:	Transvaal	10
	Cape	108
	Natal	158
	Orange Free State	186
Public auctions, sales and tenders		192

INHOUDSOPGAWE

WETLIKE KENNISGEWINGS

		Bladsy
GEREGTELIKE EN ANDER OPENBARE VERKOPE		10
Geregtelike verkope:		
Provinsies:	Transvaal	10
	Kaap	108
	Natal	158
	Oranje-Vrystaat	186
Openbare veilings, verkope en tenders		192

Important

Please acquaint yourself thoroughly with the

"Conditions for Publication"

of legal notices in the Government Gazette, *as well as the new tariffs in connection therewith*

See List of Fixed Tariff Rates and Conditions on front inner pages

Belangrik

Maak uself deeglik vertroud met die

"Voorwaardes vir Publikasie"

van wetlike kennisgewings in die Staatskoerant, *asook met die nuwe tariewe wat daarmee in verband staan*

Sien Lys van Vaste Tariewe en Voorwaardes op voorste binnebladsye

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