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Staatskoerant Government Gazette

Vol. 341

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No. 15240

***WETLIKE
KENNISGEWINGS***

***LEGAL
NOTICES***

B

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

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

(INWERKINGTREDING: 1 JUNIE 1993)

LYS VAN VASTE TARIEWE

Gestandaardiseerde kennisgewings

*Tarief per
plasing*

R

BESIGHEIDSKENNISGEWINGS	26,80
BOEDELWETTEKENNISGEWINGS: Vorms J 297, J 295, J 193 en J 187	11,20
INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS: Vorms J 28, J 29 en Vorms 1 tot 9	22,50
L.W.: Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toe- gevoeg tot die basiese tarief.	
ONOPGEËISTE GELDE —slegs in die buitengewone <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag")	6,60
VERLORE LEWENSVERSEKERINGSPOLISSE: Vorm VL.....	13,50

Nie-gestandaardiseerde kennisgewings

DRANKLISENSIE-KENNISGEWINGS in buitengewone *Staatskoerant*:

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

GEREGETELIKE EN ANDER OPENBARE VERKOPE:

Geregetelike verkope	102,80
Openbare veilinge, 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
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MAATSKAPPYKENNISGEWINGS:

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

ORDERS VAN DIE HOF:

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

LIST OF FIXED TARIFF RATES AND CONDITIONS

FOR PUBLICATION OF LEGAL NOTICES IN THE GOVERNMENT GAZETTE

(COMMENCEMENT: 1 JUNE 1993)

LIST OF FIXED TARIFF RATES

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

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:

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:

Aantal woorde in kopie Number of words in copy	Een plasing One insertion	Twee plasinge Two insertions	Drie plasinge Three insertions
	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

VOORWAARDES VIR PUBLIKASIE CONDITIONS FOR PUBLICATION

SLUITINGSTYFIE VIR DIE AANNAME VAN KENNISGEWINGS

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

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.

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

AANSPREEKLIKHEID VAN ADVERTERDER

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.

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.

KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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.

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.

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

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

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

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

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

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

(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.

BEWYS VAN PUBLIKASIE

15. Eksempelare 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.

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.

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 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 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

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

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

GEREGTELIKE VERKOPE • SALES IN EXECUTION

TRANSVAAL

Saak 10157/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **J. G. J. Visagie** (ID 6208185008086), Eerste Verweerder, en **K. A. Visagie** (ID 6501170046081), Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 3 Desember 1993 om 10:00, te die persele van die Balju van die Landdroshof vir die distrik Klerksdorp te Leaskstraat 23, Klerksdorp, per publieke veiling verkoop word:

Erf 195, geleë in die dorp Boetrand, Registrasieafdeling IP, Transvaal, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou kragtens Akte van Transport T83770/1988.

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

Bestaande uit 'n woonhuis met die volgende: Enkelverdiepingwoonhuis, vloere: volvloermatte en novilon, drie slaapkamers, badkamer, toilet, sit-/eetkamer, kombuis, motorhuis, bediendetoilet, omheining: betonmure.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

2. Deposito van 10% (tien per centum) kontant by toeslaan van bod. Waarborg vir balans binne 14 (veertien) dae na veiling.

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

4. Verdere voorwaardes by Balju ter insae.

5. Koper betaal BTW op alle belasbare lewerings.

Gedateer te Klerksdorp op hede die 13de dag van Oktober 1993.

J. H. Coetzee, vir Kantor, Du Toit & Coetzee, Eerste Verdieping, NBS-gebou, Boomstraat, Klerksdorp, 2570. (Verw. mev. Immelman/N201.)

Case 10071/93

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **1. Andries Albertus Johannes Kotzee**, and **2. Cornelia Marianne Kotzee**, Execution Debtors

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of Execution dated 4 October 1993, the following property will be sold in execution on Friday, 26 November 1993 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

(a) Section 21 as shown and more fully described on Sectional Plan No. SS116/1991 in the building or buildings known as Thora Court of which the floor area, according to the Sectional Plan is 106 (one hundred and six) square metres in extent; and

(b) An undivided share in the common property in the land and building or buildings as shown and more fully described on the said Sectional Plan, apportioned to the said section in accordance with the participation quota of the said section;

Held by Deed of Transfer ST22176/1993, known as 106 Thora Court, Kite Street, Horison, District of Roodepoort, said to contain a lounge, dining-room, two bedrooms, kitchen, and bathroom in regard to which, however, nothing is guaranteed.

Terms: R5 000 (five thousand rand) 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.

Dated on the 18th day of October 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/930764/15443.)

Case 9002/93

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **1. Mellinda Delport** (previously Le Roux), and **2. Jean Delport**, Execution Debtors

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 27 September 1993, the following property will be sold in execution on Friday, 26 November 1993 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 235, Roodepoort North Township, Registration Division IQ, Transvaal, in extent 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T6533/1992, known as 28 Seventh Avenue, Roodepoort North, upon which is erected a detached dwelling of plastered walls under an iron roof, said to contain a lounge, dining-room, three bedrooms, kitchen, bathroom, outside room, in regard to which, however, nothing is guaranteed.

Terms: R5 000 (five thousand rand) 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.

Dated on the 19th day of October 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/930752/15412.)

Case 10302/93

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Bartlomeus de Bruin Broodryk**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 4 October 1993, the following property will be sold in execution on Friday, 26 November 1993 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 115, Selwyn Township, Registration Division IQ, Transvaal, in extent 867 (eight hundred and sixty seven) square metres, held by Deed of Transfer T30268/1992, known as 101 Kruger Avenue, Selwyn, District of Roodepoort, upon which is erected a detached dwelling of plastered walls under a tiled roof, said to contain a lounge, dining-room, three bedrooms, kitchen, bathroom, scullery, laundry, outside room, garage, in regard to which, however, nothing is guaranteed.

Terms: R5 000 (five thousand rand) 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.

Dated on the 18th day of October 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/930787/15563.)

Case 8953/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Msebenzi Alpheus Mahlangu**, First Defendant, and **Sibongile Mavis Mahlangu**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and an Order of Court dated 22 September 1993, the property listed hereunder will be sold in execution on Wednesday, 1 December 1993 at 11:00, in the forenoon 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 4913, Etwatwa Extension 1 Township, Registration Division IR, Transvaal, measuring 660 (six hundred and sixty) square metres, known as Stand 4913, 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. 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 (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 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 Execution Creditor shall be entitled to cancel the sale on written notice to that effect, and 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 19th day of October 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 646/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **P. I. J. Labuschagne**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 18 Junie 1993 toegestaan is, op 26 November 1993 om 10:00, te die betrokke perseel, naamlik Landdroskantoor Bronkhorstspuit in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Balju kantoor, Cornelisstraat 41, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Sekere Erf 797, geleë in die dorp Erasmus-uitbreiding 5, Bronkhorstspuit, Registrasieafdeling JR, Transvaal, groot 1 000 (eenduisend) vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport T4077/92.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van die Wet No. 21 van 1944, sal die eiendom aan die hoogste bieder verkoop word. Indien daar 'n reserweprys is sal dit op die dag van die veiling bekendgemaak word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Bronkhorstspuit op hede hierdie 18de dag van Oktober 1993.

Geo Kilian, Prokureurs vir Eiser, Krugerstraat 55, Bronkhorstspuit. [Tel. (012) 22911/2.] (Verw. mnr. Venter/L116.)

Saak 7191/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayelethu Home Loans (Pty) Ltd**, Eiser, en **J. M. Motsweni**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die Huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 26 November 1993 om 10:00, per publieke veiling deur die Balju te Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 3579, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Kwa-Guqa-uitbreiding 5, gehou kragtens Grondbrief TL35444/90, groot 200 (twee nul nul) vierkante meter. Verbeterings (Ten opsigte waarvan egter geen waarborg gegee word nie):

Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

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

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

4. Verdere voorwaardes by Balju ter insae.

Gedateer te Witbank op hierdie 18de dag van Oktober 1993.

J. van Rensburg, vir Bezuidenhout van Zyl, p.a. Harvey Nortje (Ingelyf), Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Case 6940/89

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Kuang-Cheng Wang**, Defendant

Pursuant to a judgment of the above Court, and a warrant of attachment, dated 3 November 1989, the undermentioned property will be sold in execution on 25 November 1993 at 10:00, at the offices of the Sheriff, Pretoria West, Room 609, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, to the highest bidder:

Portion 1 of Erf 1478, situated in the Township Capital Park, Registration Division JR, Transvaal, measuring 803 (eight hundred and three) square metres, held by the Defendant under Deed of Transfer T82039/88, known as 302 Flower Street, Capital Park, Pretoria.

At the time of the preparation of this notice, the following improvements were situated on the property although in this respect nothing is guaranteed:

A house comprising lounge, dining-room, family room, four bedrooms, two bathrooms and kitchen.

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff, Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

Signed at Pretoria on this the 21st day of October 1993.

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

Saak 14551/92

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

In die saak tussen **ABSA Bank Beperk**, Applikant, en **D. M. Ferguson**, Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 30 Junie 1992, en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op 26 November 1993 om 11:00, by die kantore van die Balju, Springs, te 56 12de Straat, Springs, aan die hoogste bieder:

Erf 661, Dersley, Springs-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Topazlaan 2, Dersley, Springs, groot 1171 (een een sewe een) vierkante meter. *Sonering:* Woonhuis, gehou kragtens Akte van Transport T6375/1978.

Die reserweprys is R nil. Die eiendom bestaan uit: Enkelverdieping, sit-/eetkamer, ingangsportaal, stoep, kombuis, vier slaapkamers, twee badkamers, toilet en dubbelmotorhuis.

Terme en voorwaardes:

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

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

Geteken te Johannesburg op hierdie 12de dag van Oktober 1993.

Tim du Toit & Kie (Ing.), Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Johannesburg; Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Fax. (011) 311-9700.] (Verw. A. van Aswegen/db/F33.)

Saak 816/91

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Natal Bouvereniging Beperk** (Registrasienuommer 87/01384/06), Eiser en **Ntutubatsane Joel Makhetha**, Eerste Verweerder, en **Magweni Maria Makhetha**, Tweede Verweerder

Ingevolge 'n uitspraak in die Landdroshof te Randfontein op 18 Maart 1991, en 'n lasbrief vir eksekusie gedateer 9 Augustus 1993, sal die volgende eiendom op 26 November 1993 om 14:15, te die Landdroshof, Pollockstraatingang, aan die hoogste bieder verkoop word:

Erf 4003, Mhlakeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 328 (driehonderd agt-en-twintig) vierkante meter. Titellakte TL 41387/1989 ook bekend as Erf 4003 Mhlakeng, Randfontein, met die volgende verbeteringe daarop, waarvoor geen waarborg verskaf word nie: Woonhuis

Verkoopvoorwaardes:

1. Die eiendom sal aan die hoogste bieder verkoop word, onderhewig aan die bepalings en voorwaardes van die Wet op Landdroshowe, die reëls daarkragtens uitgevaardig en die titelvoorwaardes in soverre van toepassing is.

2. Die koopprys sal betaal word teen 10% (tien per centum) daarvan in kontant op die dag van die veiling, die balans van die koopprys plus enige rente betaalbaar, sal in kontant teen registrasie van transport van die eiendom in die naam van die koper betaalbaar wees, maar moet intussentyd verseker word deur 'n aanvaarbare bank- of bouverenigingwaarborg.

3. Die eiendom word voetstoots verkoop en nóg die Balju, nóg die Vonnissskuldeiser sal aanspreeklik gehou word vir enige gebreke, latent of andersins, aan of in die eiendom.

Die volle verkoopvoorwaardes kan by die kantoor van die Balju, te Parkstraat 40, Randfontein, nageslaan word.

Gedateer te Randfontein op hierdie 18de dag van Oktober 1993.

C. J. le Roux, vir Van Ryneveld Hammes & Wright, Parkstraat 5, Randfontein; Posbus 8, Randfontein, 1760. (Tel. 412-2820.) (Verw. mev. Nolan/la.)

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 **Paul Bernard Carnall**, First Defendant, and **Philip John Carnall**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 22 September 1993, the property listed hereunder will be sold in execution on Wednesday, 1 December 1993 at 11:00, in the forenoon in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 303, Rynfield Township, Registration Division IR, Transvaal, measuring 2 181 (two thousand one hundred and eighty-one) square metres, known as 6 Howie Street, Rynfield, 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 Harveytile, detached single-storey residence comprising three bedrooms, bathroom, kitchen, lounge and dining-room. *Outbuildings:* Garage, s/ablutions, *Driveway:* Concrete. *Fencing:* Precast and 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, 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 (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 20,30% (twenty comma three zero 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 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 Execution Creditor shall be entitled to cancel the sale on written notice to that effect, 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 19th day of October 1993.

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

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Balju, Beaconsfieldlaan, Vereeniging, 1939, op Vrydag, 3 Desember 1993 om 10:00.

Eksekusiekrediteur: **Nedcor Bank Beperk**

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

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

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

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

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

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

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

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

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

Saak 6709/93

Vonnisskuldenaar: **S. Maluleke, en D. D. Maluleke**

Eiendom: Alle reg, titel en belang ten opsigte van die Huurpag in Perseel 3197, Stretford-uitbreiding 1, Registrasieafdeling IQ, Transvaal.

Grootte van eiendom: Groot: 243 (tweehonderd drie-en-veertig) vierkante meter.

Beskrywing van eiendom: Twee slaapkamerwoning met geen motorhuis.

Straatadres van eiendom: Perseel 3197, Stretford-uitbreiding 1 (Palm Springs), distrik Vereeniging.

Rente op vonnisskuld: 18% (agtien per centum).

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclays Sentrum, 29 Lesliestraat, Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/6/542.)

Saak 35142/91**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

In die saak tussen **ABSA Bank Beperk**, Applikant, en **Mark Raymond Taylor**, Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 4 Februarie 1992, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 25 November 1993 om 10:00, by die kantore van die Balju, Germiston, te Vierde Vloer, Standard Towers, Presidentstraat 247, Germiston, aan die hoogste bieder:

Erf 92, Klopperpark-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Saffirstraat 6, Klopperpark, Germiston, groot 545 (vyf vier vyf) vierkante meter. *Sonering:* Woonhuis, gehou kragtens Akte van Transport T2612/1983.

Die reserweprys is R Geen.

Die eiendom bestaan uit sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer, toilet en is omhein met betonmure.

Terme en voorwaardes:

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

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

Geteken te Johannesburg op hierdie 13de dag van Oktober 1993.

Tim du Toit & Kie (Ing.), Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Johannesburg; Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Fax. (011) 331-9700.] [Verw. A. van Aswegen/db/T16.]

**Saak 19698/93
PH 507****IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk**, Eiser, en **Mahlaule, J. D.**, Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak sal 'n verkoping gehou word op 25 November 1993 om 10:00, by die kantore van die Balju, Kempton Park, van die ondergemelde eiendom:

Sekere Erf 593, Isiphetweni, Tembisa-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 361 (driehonderd een-en-sestig) vierkante meter, geleë te Erf 593, Isiphetweni, Tembisa.

Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborge in verband daarmee gegee word nie: Tweeslaapkamerhuis bestaande uit eetkamer, badkamer, toilet en kombuis. Geen buitegeboue.

3. Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoopsvoorwaardes mag ondersoek word by die kantoor van die Balju te Parkstraat 8, Kempton Park, of by die kantore van die Eiser se Prokureurs, mnr. Blakes (Ingelyf), te Sewende Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

Geteken te Johannesburg op hierdie 19de dag van Oktober 1993.

D. J. Rens, vir Blakes, Sewende Verdieping, Santambank-gebou, Rissikstraat 81, Johannesburg. (Tel. 833-6000.) (Verw. D. J. Rens/cb/Z06296.)

Case 7697/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ROODEPOORT HELD AT ROODEPOORT**

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Beverley Hegyi**, Execution Debtor.

In pursuance of a judgment in the Court of the Magistrate of Roodepoort, and writ of execution dated 26 July 1993, the following property will be sold in execution on Friday, 26 November 1993 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 808, Roodekrans Extension 2 Township, Registration Division IQ, Transvaal, in extent 1 500 (one thousand five hundred) square metres, held by Deed of Transfer T19484/1992, known as 68 Amaryllis Drive, Roodekrans Extension 2, District of Roodepoort, upon which is erected a detached dwelling of face brick walls under a tiled roof, said to contain a lounge, family-room, dining-room, five bedrooms, kitchen, two and a half bathroom/s, scullery/laundry, outside room, double garage, in regard to which, however, nothing is guaranteed.

Terms: R5 000 (five thousand rand) 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.

Dated the 18th day of October 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/930590/14733.)

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, 25 November 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 guarantee 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 11345/93: Judgment Debtors: **Graham Charles Gardiner** and **Anna Johanna Gardiner**: *Property:* Erf 178, Rhodesfield Township, Registration Division IR, Transvaal, situated at 6 Hamden Road, Rhodesfield: *Improvements:* Dwelling-house consisting of lounge, two toilets, kitchen, two bathrooms, three bedrooms and dining-room: Outbuildings consisting of double garage and drive-way: *File Ref:* LN.3496:

Case 14307/89: Judgment Debtor: **Mantshi William Ndaba**: *Property:* Right of leasehold i.r.o. Erf 203, Motsu Township, Registration Division IR, Transvaal, situated at 203 Motsu Section, Tembisa: *Improvements:* Dwelling house consisting of lounge, three bedrooms, bathroom, kitchen and toilet. Outbuildings consisting of seven outside rooms: *File Ref:* L511/89:

Case 6531/92: Judgment Debtors: **Stand 1903 Van Riebeeck C.C.** and **Jacobus Johannes Koekemoer** and **Gideon Francois Steyn**: *Property:* Erf 1903 Van Riebeeckpark Extension 20, Kempton Park, Registration Division IR, Transvaal, situated at 61 Klapper Avenue, Van Riebeeckpark: *Improvements:* Half completed dwelling-house consisting of lounge, three toilets, kitchen, two bathrooms, three bedrooms, study and dining-room. Outbuildings consisting of double garage. *File Ref:* L226/92:

Case 8023/92: Judgment Debtors: **Phetsula Stephen Selematsela** and **Mantsoa Joyce Selematsela**: *Property:* Right of leasehold i.r.o. Erf 712, Maokeng Extension 1 Township, Registration Division IR, Transvaal, situated at 712 Maokeng Section, Tembisa: *Improvements:* Dwelling-house consisting of toilet, two bedrooms, bathroom, kitchen and dining-room. *File Ref:* L298/92.

L. J. Van den Heever, for Schumann, Van der Heever & Slabbert, Permanent Plaza, 12 Voortrekker Street, Kempton Park; P.O. Box 67, Kempton Park.

Case 9805/93

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 **Pieter Willem Erasmus**, First Defendant, and **Elizabeth Wilhelmina Erasmus**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 4 October 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 26 November 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain remaining extent of Portion 3 of Erf 88, Witfield Township, situated on 1 Linken Street, Witfield, in the Township of Witfield, District of Boksburg, measuring 1 229 (one thousand two hundred and twenty-nine) square metres.

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

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

The conditions of sale are: 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 21st day of October 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. AF6367/Mrs Teixeira.)

Saak 1145/92**IN DIE LANDDROSHOF VIR DIE DISTRIK HEIDELBERG, TVL GEHOU TE HEIDELBERG, TVL**

In die saak tussen **Stadsraad van Heidelberg**, Eksekusieskuldeiser en **Deon Roux**, Eksekusieskuldenaar

Ingevolge 'n uitspraak van die Landdroshof van Heidelberg, Transvaal, en 'n lasbrief vir eksekusie gedateer 27 Julie 1993, sal die ondervermelde eiendom op 19 November 1993 om 10:00, voor die Landdroshof te Begemannstraat, Heidelberg, Transvaal, aan die hoogste bieder geregteelik verkoop word, naamlik:

Onbeboude Erf geleë te Walkerstraat 10, Rensburg, Heidelberg, Transvaal.

Erf 357, geleë in die dorpsgebied Rensburg, Heidelberg, Transvaal, Registrasieafdeling IR, Transvaal, groot 1 190 (een een nege nul) vierkante meter.

Terme: 'n Deposito van 10% (tien per centum) van die koopprys by toeslaan van die bod en die balans moet binne 30 (dertig) dae gewaarborg word deur middel van 'n goedgekeurde bank- of bouverenigingwaarborg aan die Geregsbode, Heidelberg, Transvaal.

Die volledige voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Geregsbode, Ueckermannstraat, Heidelberg, Transvaal, nagesien word.

Gedateer te Heidelberg, Transvaal, op hierdie 19de dag van Oktober 1993.

J. A. du Plessis, vir Von Geusau Joubert & Du Plessis, Ueckermannstraat 52, Posbus 25, Heidelberg, 2400.

Saak 4110/93**IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG**

In die saak tussen **NBS Bank Beperk**, Eiser, en **Herman Austin**, Verweerder

Ingevolge die uitspraak van die Landdros, Middelburg, Transvaal, en lasbrief tot geregtelike verkoping gedateer 15 September 1993, sal die ondervermelde eiendom op 3 Desember 1993 om 10:00, te die Landdroskantoor, Middelburg, Transvaal, Gedeelte 1 van Erf 673, geleë in die dorpsgebied Middelburg, groot 2 558 vierkante meter, gehou kragtens Akte van Transport T44900/1968, beter bekend as Jeppestraat 50A, Middelburg, 1050.

Die eiendom bestaan uit 'n drieslaapkamerwoonhuis, met twee badkamers, woonkamer, eetkamer, motorhuis, afdak en 'n swembad.

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

Datum: 18 Oktober 1993.

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

Case 4487/93**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 **Christian Franz Maria Ortauf**, First Defendant, and **Lizette Walker**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 4 June 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 26 November 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 1045, Atlasville Extension 1 Township, situated on 110 Reier Road, Atlasville Extension 1, in the Township of Atlasville Extension 1, District of Boksburg, measuring 992 (nine hundred and ninety-two) square metres.

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

Building built of brick and plaster, tiled roof comprising an entrance hall, lounge, dining-room, family room, three bedrooms, bathroom, w.c., kitchen, garage, w.c. and a swimming-pool.

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 21st day of October 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. AF6224/Mrs Teixeira.)

Case 15102/93**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Ackerman: Yolande Antoinette**, First Defendant, and **Theis: Karen**, 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, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 26 November 1993 at 11:15, 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, Boksburg, prior to the sale:

Certain Erf 2525, Dawn Park Extension 4 Township, Registration Division IR, Transvaal, situated at 14 Pontiac Place, Dawn Park Extension 4, Boksburg, being the domicilium citani et executandi, measuring 855 (eight hundred and fifty-five) square metres.

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

Building built of brick and plaster, tiled roof, comprising a lounge, dining-room, two bedrooms, bathroom, kitchen, garage, w.c. and a garage.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (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 20th day of October 1993.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) [Ref. Mrs Teixeira/AF6262 (AB862.)]

Case 11891/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Etsebeth: Cornelius**, 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, at 10:00, on Friday, 26 November 1993, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 95, Georginia Township, Registration Division IQ, Transvaal, area 549 (five hundred and forty-nine) square metres, situation 4 Essex Street, Georginia.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, bathroom, kitchen, lounge/dining-room, garage, servants' quarters with precast walls around property.

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

Dated at Johannesburg on this 21st day of October 1993.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN141:NP57.)

**Case 19162/92
PH 71**

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

In the matter between **Cape Dairy Co-Operative Ltd**, Plaintiff, and **Papenfus, Victor Antonie**, Defendant

Notice is hereby given that pursuant to a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) dated 20 October 1992, and in execution of a writ of attachment dated 23 February 1993, the undermentioned property which will be put up to auction by the Sheriff of Johannesburg at his office at 131 Marshall Street, Johannesburg, on Friday, 25 November 1993 at 11:15, subject to terms and conditions which may be inspected at the Sheriff's office and shall be read out at the auction:

The property Erf 439, Yeoville Township, size 495 m², situate at 70 Becker Street, Yeoville, Johannesburg, held under Title Deed No. T54378/91.

Improvements: A four bedroomed house with separate toilet, lounge, dining-room, kitchen, scullery, veranda, single garage, servant's quarters, servant's toilet, three store-rooms, under a tile and corrugated iron roof with concrete driveway and perimeter wall, but no guarantee whatsoever is given in this regard.

Terms: The salient terms are that the purchaser shall pay 10% (ten per centum) of the purchase price and the Sheriff's fee in cash immediately after the auction, the balance of the purchase price against transfer, to be secured by bank guarantee, subject to approval of the Plaintiff's attorneys, to be delivered to them within 14 days of date of the sale.

Dated at Johannesburg on this 24th day of September 1993.

De Wet-Van der Watt Inc., Plaintiff's Attorneys, 15th Floor, Glencairn, 73 Market Street, Johannesburg. (Tel. 29-0541.) (Ref. J. Warffemius/Mrs Cane/S 319.)

Saak 9196/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Stadsraad van Benoni**, Eiser, en **R. W. Meek**, Verweerder

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 18 September 1992, en 'n lasbrief vir eksekusie gedateer 18 Januarie 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroskantoor, Harpurilaan, Benoni, op Woensdag, 24 November 1993 om 11:00:

Erf 121, New Modder-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 762 vierkante meter, geleë te Hectorstraat 17, New Modder, Benoni.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie:

'n Woonhuis bestaande uit onder andere twee slaapkamers, sitkamer, eetkamer, kombuis en 'n badkamer.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju vir die Landdroshof, Benoni, Princeslaan 84, Benoni.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepaling van artikel 66 (2) van die Landdroshofwet, No. 32 van 1933, soos gewysig, aan die hoogste bieder verkoop.

3. Koopprijs is soos volg betaalbaar:

3.1 Deposito van 10% (tien persent) van die koopprijs is betaalbaar onmiddellik na die verkoping.

3.2 Die balans van die koopprijs tesame met rente moet binne 14 (veertien) dae by wyse van 'n bank- of bouvereniging verseker word.

Gedateer te Benoni hierdie 22ste dag van Oktober 1993.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Eerste Verdieping, Marilest Gebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. mnr. De Heus/mev. Maartens/CC1801.)

Saak 2975/92

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

In die saak tussen **Saambou Bank Beperk**, Vonnisskuldeiser, en **Johannes Jacobus Lewis**, getroud binne gemeenskap van goed met **Christa Lewis**, Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 26 Februarie 1993, sal die volgende eiendom verkoop word in eksekusie op 18 November 1993 om 10:00, by die Balju se kantoor, Parkstraat 8, Kempton Park, naamlik:

Erf 42, Birch Acres-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Glansspreeustraat 5, Birch Acres, grootte 991 vierkante meter.

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepaling 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 koopprijs is betaalbaar soos volg: 20% (twintig persent) van die verkoopprijs 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: 21 Oktober 1993.

Slabbert & Visser, Posbus 47, Kempton Park. [Tel. (011) 975-4941.]

Case 268/92

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

In the matter between **In Mora Factors (Pty) Ltd**, Plaintiff, and **Matlakala Mabel Phoshoko**, Defendant

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

Ownership Unit A222, Sebayeng Township, District of Thabamooopo, will be sold in front of the Magistrate's offices at Mankweng, by the Sheriff at 10:00, on 26 November 1993, without reserve to the highest bidder.

Improvements (which are not warranted to be correct and not guaranteed): Garage, cafe and bar lounge.

The material conditions of the sale are:

1. Unless arrangements are made with the Plaintiff before the sale, the purchaser shall pay 10% (ten per centum) of the purchase price or R500 (five hundred rand) whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a satisfactory bank or building society guarantee, to be furnished within 21 (twenty-one) days from date of sale.

2. The property will be sold voetstoots and subject to:

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

2.2 The conditions of the title deed;

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

Dated at Pietersburg on this 20th day of October 1993.

P. J. Luyt, for Meyer Pratt & Luyt, Attorney for the Plaintiff, Legnum Park, 20 Market Street, Pietersburg. (Ref. P. J. Luyt/AP/PC4548.)

Saak 4357/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **George Phillip Beyl**, Eksekusieskuldenaar

Ten gevolge van 'n vonnis deur die Landdroshof vir die distrik Krugersdorp, en eksekusielasbrief gedateer 9 September 1993, sal die Balju, Landdroshof, Krugersdorp, die hiernavermelde eiendom op 24 November 1993 om 10:00, te die Klaburnhof, Ockersestraat 22B, Krugersdorp, aan die hoogste bieder verkoop word:

Beskrywing: Erf 891, Kenmare-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 490 (eenduisend vierhonderd-en-negentig) vierkante meter, gehou kragtens Akte van Transport T12462/1978.

Die volgende inligting word verskaf aangaande die verbeterings, alhoewel geen waarborg daaromtrent gegee kan word nie: Sitkamer, gesinskamer, eetkamer, badkamer, drie slaapkamers, gang, kombuis, opwaskamer, bediendekamer, motorhuis en tuin.

Die verkoopvoorwaardes lê ter insae by die Balju, Landdroshof, Klaburnhof, Ockersestraat 22B, Krugersdorp, en sal dit onmiddellik voor die verkoping uitgelees word. Die basiese verkoopvoorwaardes is kortliks die volgende:

1. Die eiendom sal vir kontant aan die hoogste bieder, verkoop word, en die verkoping sal onderworpe wees aan die bepalinge en regulasies van die Landdroshofwet en titelakte van die eiendom waar van toepassing.

2. Die koopprijs sal soos volg betaalbaar wees:

2.1 Tien persent (10%) daarvan in kontant op die dag van die verkoping.

2.2 Die balans van die koopprijs teen registrasie van transport en gewaarborg staan te word binne dertig (30) dae na datum van verkoping.

2.3 Besit en okkupasie sal aan die koper verleen word vanaf datum van verkoping, onderhewig aan die regte van enige huurders.

Getekene te Krugersdorp op die 15de dag van Oktober 1993.

Swart Redelinguys Nel & Vennote Ing., Nedbank Mediese Sentrum 501, hoek van Human- en Krugerstraat, Posbus 705, Krugersdorp. (Tel. 953-1112.) (Verw. J. Lubbe/DLS/CN88.)

Case 28652/92
PH 232

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Liberty Life Association of Africa Limited**, Plaintiff, and **Dhlamini, Mxolisi Stephen**, Defendant

In execution of a judgment of the Supreme Court of South Africa, (Witwatersrand Local Division) in the above suit, a sale with reserve will be held at the offices of the Sheriff for the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 25 November 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of sale which conditions will lie for inspection prior to the sale at the offices of the Sheriff for the Supreme Court, Johannesburg. The property is described as follows:

Erf 4882, Chiawelo Extension 2 Township, Registration Division IQ, Transvaal, situated at 4882 Chiawelo Extension 2, Chiawelo, Soweto, measuring 278 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL25980/89.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The house comprises of three bedrooms, a living-room, kitchen and bathroom/toilet and is 63 square metres in extent. There are no outbuildings.

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 to the Sheriff 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 charge R100 (one hundred rand). Plus 14% VAT.

Edward Nathan & Friedland Inc., Plaintiff's Attorneys, 23rd Floor, Sanlamsentrum, 206/214 Jeppe Street, P.O. Box 3370, Johannesburg, 2000/2001. [Tel. (011) 337-2100.] (Ref. G. Pimstone/cb.) LIBE 7220 176.

Case 5583/93
PH 140

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 **Morrow, John Andrew**, 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 25 November 1993 at 10:00, at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 1994, Blairgowrie Township, Registration Division IQ, Transvaal, in extent 1 096 (one thousand and ninety-six) square metres, held under Deed of Transfer T11547/91, situated at 58 Barkston Drive, Blairgowrie, Randburg.

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 18,75% (eighteen comma seven five per cent) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

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

Dated at Johannesburg on this the 28th day of October 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.) [Ref. N5428 (Rand) Mr Orelowitz/ab.] (Fax 483-1785.)

Case 1002/92

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

In the matter between **United Bank**, Plaintiff, and **Marino Amos**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 3 March 1992, and a writ of execution issued pursuant to this judgment, the following will be sold in execution without reserve to the highest bidder on 26 November 1993 at 15:00, at the offices of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs:

Certain: Portion 35 of Erf 1563, Selcourt, Registration Division IR, Transvaal, measuring 1 458 (one thousand four hundred and fifty-eight) square metres, held by the Defendant under Deed of Transfer T19186/85.

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

Main building: Brick building under tile roof consisting of entrance-hall, lounge, dining-room, three bedrooms, kitchen, two bathrooms and toilet.

Outbuildings: Two garages, shower/toilet, servant's room, precast walls and paving.

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

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

Dated at Springs this 9th day of October 1993.

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

Case 24245/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Pavlovic Miroslav**, Defendant

In execution of a judgment of the above Honourable Court, a sale without reserve will be held at the Sandton Sheriff's Office, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, on 24 November 1993 at 10:00, of the undermentioned property on the conditions which will lie for inspection at the offices of the said Sheriff, prior to the sale:

Unit 179, Sandhurst Gardens, measuring 116 square metres, Unit 314, Sandhurst Gardens, measuring 17 square metres and held by virtue of Certificate of Registered Sectional Title ST104940/92 and also known as 602 Deodars, Fredman Drive, Sandton.

The following particulars are furnished *re* the improvements, none of which is guaranteed: A unit consisting of two bedrooms, two bathrooms, kitchen, lounge, dining-room, garage and carport.

Terms: Deposit 10% (ten per centum) of the purchase price and the auctioneer's charges in cash on the day of the sale and the balance plus interest against registration of transfer, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days from date of the sale.

Auctioneer's charges, to be calculated as follows: 5% (five per centum) of the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) up to a maximum fee of R6 000. Minimum charges R100,00.

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

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

Case 07296/92

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 **Thomas Jacob Adriaan**, First Execution Debtor, and **Thomas Elizabeth Ellen**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 25 November 1993 at 10:00, of the undermentioned property of the Defendants 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: Remaining extent of Erf 250, situated in the Township of Three Rivers, Registration Division IQ, Transvaal, being 4 Spey Drive, Three Rivers, Vereeniging.

Measuring: 4 385 (four thousand three hundred and eighty-five) square metres.

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

A detached single storey brick build residence with tiled roof, comprising kitchen, lounge/dining-room, four bedrooms, bathroom with outbuildings with similar construction comprising of double garage, servant's room and bathroom, play room, jacuzzi 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 19th day of October 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/T53/cb.)

Case 17288/91

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

In the matter between **NBS Bank Limited**, Execution Creditor, and **Abraham Adriaan Botes**, Execution Debtor

In pursuance of a judgment of the Magistrate's Court of Klerksdorp in the above matter and a writ of execution dated 21 July 1993, the undermentioned immovable property will be sold in execution to the highest bidder, on Friday, 3 December 1993 at 10:00, at the offices of the Sheriff, Magistrate's Court, Klerksdorp, 23 Leask Street, Klerksdorp:

Erf 222, situated in the Town Elandia, Extension 4 Township, Registration Division IP, Transvaal, measuring 1 433 (one thousand four hundred and thirty-three) square metres, also known as 7 Willem Pretorius Street, Klerksdorp, held by the aforementioned Execution Debtor under Title Deed T28626/91.

It is alleged that the property is improved by one dwelling-house with normal outbuildings but not guarantees are extended in this regard.

The material conditions of sale are summarised as follows:

1. The property will be sold voetstoots to the highest bidder without reserve.

2. 10% (ten per centum) of the purchase price is payable in cash on the date of the sale and the full balance thereof with interest at 19,25% (nineteen comma two five per centum) per annum from the date of sale to date of registration of the property in the name of the purchaser is payable against such registration, which balance shall be secured by an acceptable bank or building society guarantee which is to be delivered to the Sheriff within 21 days of the date of sale.

3. The sale will be subject to conditions of sale which will be read out at the auction.

The conditions of sale are open to inspection during office hours at the offices of the Sheriff Magistrate's Court Klerksdorp at 23 Leask Street, Klerksdorp.

Signed at Klerksdorp on this the 14th day of October 1993.

B. Loxton, for Bruce Loxton, First Floor, Midwest Building, 91 Anderson Street, P.O. Box 481, Klerksdorp, 2570. (Ref. DVDW/YL/IM 0066.)

Saak 17288/91

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **NBS Bank Bepark**, Eksekusieskuldeiser, en **Abraham Adriaan Botes**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof Klerksdorp in bovermelde saak en 'n eksekusielasbrief gedateer 21 Julie 1993, sal die ondervermelde onroerende eiendom geregtelik verkoop word op Vrydag, op 3 Desember 1993 om 10:00, deur die Balju Landdroshof Klerksdorp, Leaskstraat 23, Klerksdorp, aan die hoogste bieder:

Erf 222, geleë in die dorp Elandia-uitbreiding 4-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 1 433 (eenduisend vierhonderd drie-en-dertig) vierkante meter (ook bekend as Willem Pretoriusstraat 7, Elandia, Klerksdorp, gehou deur voormelde Eksekusieskuldenaar kragtens Akte van Transport T28626/91.

Die eiendom is na bewering verbeter met een woonhuis met gewone buitegeboue maar geen waarborge word in hierdie verband gegee nie.

Die vernaamste verkoopvoorwaardes word soos volg opgesom:

1. Die eiendom word voetstoots verkoop sonder reserwe aan die hoogste bieder.

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant op die dag van die veiling en die balans van die koopsom met rente teen 19,25% (negentien komma twee vyf persent) per jaar vanaf die datum van die verkoping tot datum van registrasie van die eiendom in die naam van die koper is betaalbaar teen registrasie daarvan in die naam van die koper ten opsigte van welke saldo die koper verplig sal wees om binne 21 dae na datum van die verkoping 'n aanvaarbare bank- of bouverenigingwaarborg aan die Balju, Landdroshof Klerksdorp te lewer.

3. Die verkoping geskied volgens verdere verkoopvoorwaardes wat uitgelees sal word by die veiling.

Die verkoopvoorwaardes sal ter insae lê by die kantore van die Balju, Landdroshof Klerksdorp te Leaskstraat 23, Klerksdorp, gedurende kantoorure.

Geteken te Klerksdorp op hierdie 14de dag van Oktober 1993.

B. Loxton, vir Bruce Loxton, Prokureurs vir Vonnisiskuldeiser, Eerste Verdieping, Midwesgebou, Andersonstraat 91, Posbus 481, Klerksdorp, 2570. (Verw. DVDW/YL/IN 0066.)

Case 21425/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Cohen: Morris**, 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 26 November 1993 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain: Erf 202, situated in the Township of Morganridge Extension 3, Registration Division IR, Transvaal, being 60 Sett Street, Morganridge Extension 3, Boksburg.

Measuring: 862 (eight hundred and sixty-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 iron roof, comprising kitchen, lounge/dining-room, entrance hall, family room, study, laundry, three bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, 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 6th day of October 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/C.180.)

Case 8720/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Oosthuizen, Pieter Barend Francois**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni, on 25 November 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain: Portion 7 of Erf 7632, situated in the Township of Benoni Extension 20, Registration Division IR, Transvaal, being 28 Belloc Road, Benoni Extension 20, Benoni.

Measuring: 1 411 (one thousand four hundred and eleven) 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, bar, study, laundry, scullary, three bedrooms, three and a half bathrooms, games room, jacuzzi and sauna with outbuildings with similar construction comprising of double garage, double carport, servant's room, bathroom, store-room and swimming-pool.

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

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

Dated at Johannesburg on this 7th day of October 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/amvb/O.5.)

Case 11608/92

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

In the matter between **Germiston City Council**, Plaintiff, and **J. T. de Bruin**, First Defendant, and **Mrs L. A. C. de Bruin**, Second Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston and writ of execution dated 26 August 1993, the property listed herein will be sold in execution, on Monday, 22 November 1993 at 10:00, at the offices of the Sheriff Magistrate's Court, Du Pisanie Building, Joubert Street, Germiston, to the highest bidder:

Erf 1518, Primrose Township, Registration Division IR, Transvaal, situated at 5 Mimosa Road, Primrose, Germiston, measuring 991 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, kitchen, bathroom, toilet, garage, carport and sink roof.

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

Dated 19 October 1993.

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

Case 9552/93

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

In the matter between **NBS Bank Limited**, trading as Natal Building Society Limited, Plaintiff, and **Mandla James Mashicela**, First Defendant, and **Bananile Mirriam Mashicela**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 31 August 1993, the property listed hereunder will be sold in execution on Wednesday, 24 November 1993 at 11:00, at the Magistrate's Court, Hapur Avenue, Benoni:

All the right, title and interest in the leasehold in respect of Erf 6206, Etwatwa Extension 3 Township, Registration Division IR, Transvaal, measuring 252 (two hundred and fifty-two) square metres, known as 6206 Etwatwa Extension 3 Township, Benoni.

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

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

Main building: Single storey dwelling, brick walls, tiled roof, 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, 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.
- (d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's court being 4% (four per centum) of the sale price, and Value-Added Tax, both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 18% (eighteen per centum) per annum on the preference creditors' claim as contemplated in Rule 43 (7) (a) of the Rules of Court from the date of sale to date of payment to pay or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.
- (e) The property shall be sold subject to any existing tenancy.
- (f) Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this the 21th day of October 1993.

N. S. Jury, for Neil Stuart Jury, Ground Floor, Mutual & Federal Centre, 87 Elston Avenue, Benoni. (Tel. 422-1963/4/5) (Ref. N. S. Jury/N218.)

Case 11250/93
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 **Treacy, Anthony 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, Benoni, on 25 November 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain Section 6, as shown and more fully described on Sectional Plan SS59/1985, in the scheme known as Glen Mochrey, in respect of the land and building or buildings situated at Benoni Township, in the area of the local authority of Benoni, of which the floor area according to the Sectional Plan is 119 (one hundred and nineteen) square metres in extent; and 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, situated in the Township of Benoni, being 114 Harper Avenue, Benoni, measuring 119 (one hundred and nineteen) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, three bedrooms, 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, building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Johannesburg this 8th day of October 1993.

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

Case 552/93

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

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Plaintiff, and **Sibangisi Elmon Malibye**, First Defendant, and **Thembekile Jolina Malibye**, Second Defendant

In pursuance of judgment in the above Honourable Court, and a warrant for execution, the following immovable property will be sold in execution on 24 November 1993 at 8:00, to the highest bidder at the office of the Magistrate, Lydenburg, to the highest bidder:

Lot 710, Masising Township, measuring 311 (three hundred and eleven) square metres. Improvements reported (which are not warranted to be correct and are not guaranteed: Dwelling-house and outbuildings.

Conditions of sale:

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

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

Dated at Nelspruit this 25th day of September 1993.

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

Case 22540/92 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 **Craemer: Amanda Wilma**, 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 25 November 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 Erf 1197, situated in the Township of Birch Acres Extension 3, Registration Division IR, Transvaal, being 26 Koester Street, Birch Acres Extension 3, Kempton Park, measuring 948 (nine hundred and forty eight) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge, dining-room, entrance-hall, three 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, building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Johannesburg this 6th day of October 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/bt/C:1183.)

Case 20377/93 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 **Opperman: Nathan Wesley**, 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 26 November 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 120, situated in the Township of Fleurhof, Registration Division IQ, Transvaal, being 14 Berryl Drive, Fleurhof, Roodepoort.

Measuring: 843 (eight hundred and forty-three) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family room, four bedrooms, three bathrooms with outbuildings with similar construction comprising of carport 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 12th day of October 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/avb/O52.)

Case 18895/92

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Funani Thomas Chauke**, First Defendant, and **Motlatso Suzan Chauke**, Second Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 9 November 1992, the undermentioned property will be sold in execution, on 25 November 1993 at 10:00, at the offices of the Sheriff, Pretoria North West, Room 603, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, to the highest bidder:

Erf 3966, situated in the Township of Saulsville, Registration Division JR, Transvaal, measuring 329 square metres, held by the Defendants under Certificate of Ownership TE19700/1992, known as 47 Madisha Street, Saulsville, Pretoria.

At the time of the preparation of this notice, the following improvements were situate on the property, although in this respect nothing is guaranteed:

A house comprising two bedrooms, toilet, kitchen, lounge/dining-room, two store-rooms and perimeter enclosure wood.

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 12th October 1993.

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

Saak 9927/93

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

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk**, Eiser, en **Jacks Wild CC**, Eerste Verweerder, en **Willem Johannes Botha**, Tweede Verweerder, en **Linda Helen Botha**, Derde Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 13 Julie 1993, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Eerste Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 16 November 1993 om 10:00:

Erf 152, geleë in die dorpsgebied Colbyn, Registrasieafdeling JR, Transvaal, grootte 1 513 vierkante meter, gehou kragtens Akte van Transport T81358/92.

Die eiendom is ook beter bekend as Florenciastraat 49, Colbyn.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria Sentraal, Sinodalesentrum, Visagiestraat 234, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n sinkdak, bestaande uit ingangsportaal, sitkamer, gesinskamer, eetkamer, studeerkamer, kombuis, opwaskamer, drie slaapkamers en twee badkamers. Buitegeboue synde motorhuis, bediendekamer met toilet en omhein.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae te die kantore van die Balju by bogemelde adres waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 12de dag van Oktober 1993.

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933) (Verw. V. D. Burg/avdp/F.6933/B1.)

Case 9742/92

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

In the matter between **Germiston City Council**, Plaintiff, and **D. V. Collins**, First Defendant, and **Mrs C. Collins**, Second Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston and writ of execution dated 4 August 1993, the property listed herein will be sold in execution on Monday, 29 November 1993 at 10:00, at the offices of the Sheriff, Magistrate's Court, Du Pisanie Building, Joubert Street, Germiston, to the highest bidder:

Erf 294, Dinwiddie Township, Registration Division IR, Transvaal, situated at 39 Jersey Street, Dinwiddie, measuring 1 116 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, kitchen, bathroom, toilet, fence, swimming-pool, garage and tile roof.

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

Dated: 28 September 1993.

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

Case 21126/93
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Shor: Daniel Izhak**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on Wednesday, 24 November 1993, 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain: Unit comprising section 36 and exclusive use Area Balcony 36 and their undivided share in the common property in the Morningside Hills Sectional Title property.

Area: 59 (fifty-nine) square metres and 7 (seven) square metres respectively.

Situation: Unit 36, Morningside Hills, Benmonre Road, Morningside.

Improvements (not guaranteed): A unit consisting of two bedrooms, bathroom, kitchen, lounge, dining-room with carport.

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

Dated at Johannesburg on 14 October 1993.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN1:NS235.)

Case 484/93
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ferndor Investments (Proprietary) Limited**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 9 Elna Randhof Building, corner of Selkirk and Blairgowrie Drive, Randburg, on Tuesday, 23 November 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 151, Kya Sand Extension 3 Township, Registration Division IQ, Transvaal, area 2 804 (two thousand eight-hundred and four) square metres, situation 3 Koevoet Street, Kya Sand Extension 3, Randburg.

Improvements (not guaranteed): A building under slate roof consisting of four offices, cloakroom, kitchen and store-room with meat processing plant.

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

Dated at Johannesburg on 14 October 1993.

F. J. R. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN4:NB76.)

Case 15787/93

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

In the matter between **The Standard Bank of South Limited**, Plaintiff, and **Johanna Petronella van Niekerk**, Defendant

In execution of a judgment of the Supreme Court of South Africa, Transvaal Provincial Division, in the above-mentioned suit, a sale will be held by the Sheriff of Pretoria East, on Wednesday, 24 November 1993, 10:00, at the offices of the Sheriff, Pretoria East, 142 Struben Street, Pretoria, of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Erf 409, Monumentpark Township, Registration Division JR, Transvaal, measuring 1 604 square metres, held by Deed of Transfer T2331/87, known as 104 Lion Street, Monumentpark, Pretoria East.

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

A dwelling consisting of entrance-hall, lounge, dining-room, family room, study, kitchen, pantry, three bedrooms, bathroom with toilet and separate toilet. Outbuildings consist of two carports, servant's room, toilet, brick wall, brick paving, swimming-pool and well kept garden.

Terms: The sale is with reserve. Deposit of 10% (ten per centum) of the purchase price in case on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff, Pretoria East within fourteen (14) days after the sale.

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

Dated at Pretoria this 15th day of October 1993.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Beach/jm/58190.)

Saak 249/90

IN DIE LANDDROSHOF VIR DIE DISTRIK DELMAS GEHOU TE DELMAS

In die saak tussen **Mev. M. J. Briel**, Eksekusieskuldeiser, en **J. W. Moore & Kie (Edms.) Beperk**, Eksekusieskuldenaar

Ingevolge 'n vonnis gegee deur die bogenoemde Agbare Hof op 12 Desember 1991 en 'n lasbrief vir eksekusie sal die ondergenoemde eiendom verkoop word te die Landdroskantoor, Kerkstraat, Nigel, Vrydag, 19 November 1993 om 09:00 aan die hoogste bieder:

Beskrywing van eiendom: Erf 242, geleë in die dorp Devon, Registrasieafdeling IR, Transvaal, beter bekend as Barnettstraat 242, Devon, groot 1 923 (eenduisend negehonderd drie-en-twintig) vierkante meter, gehou deur die Eksekusieskuldenaar kragtens Akte van Transport T85186/1991.

Verbeterings: Die verbeterings op die eiendom bestaan uit 'n woonhuis, steengebou met sinkdak, met normale geriewe, maar word niks in hierdie verband gewaarborg nie.

Verkoopvoorwaardes: Die verkoping is onderhewig aan die betaling in kontant van ten minste 10% (tien persent) van die koopprys op die datum van verkoping en dat 'n bank- of bougenootskapwaarborg binne 21 dae vanaf die datum van verkoping verskaf word vir die balans van die koopprys.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan by die kantoor van die Balju te Nigel nagegaan word.

Gedateer te Delmas hierdie 11de dag van Oktober 1993.

W. A. Theron, Prokureur vir die Eksekusieskuldeiser, Vierde Straat 23, Posbus 14, Delmas, 2210. (Verw. Mnr. Theron/MF/B.308.)

Case 16058/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Hart, Alan**, 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 24 November 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: Holding 68, situated in the Township of Crowthorne Agricultural Holdings, Registration Division JR, Transvaal, being 68 Old Pretoria Road, Sandton Road, Crowthorne Agricultural Holdings, measuring 2,3583 (two comma three five eight 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, entrance-hall, study, three bedrooms, separate toilet, two bathrooms with outbuildings with similar construction comprising of double garage, two servants' rooms, toilet, laundry, swimming-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 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 18th day of October 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/H.180.)

Saak 40006/90

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **ABSA Bank Beperk**, Vonnisskuldeiser, en **J. Breed**, Vonnisskuldenaar

Hiermee word kennis gegee dat ingevolge 'n uitspraak van die Landdroshof in bogenoemde saak op 11 September 1990 en in ten uitvoerlegging van 'n lasbrief vir uitwinning sal die Balju van Germiston, op Maandag, 22 November 1993 om 10:00, en voor die Balju Kantore, Du Pisaniegebou, Joubertstraat 72, Germiston, geregtelik verkoop, sonder 'n reserwe prys:

Sekere: Erf 579, Albemarle-uitbreiding 2, Registrasieafdeling IR, Transvaal, groot 1 077 (eenduisend sewe-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T7824/1988.

Die eiendom is geleë te Darrockstraat 14, Albemarle-uitbreiding 2, Germiston, en is 'n woonhuis bestaande uit eetkamer, sitkamer, drie slaapkamers, studeerkamer, televisiekamer, drie badkamers, drie toilette, twee motorhuise en 'n swembad.

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

1.1 'n Deposito van 10% (tien per centum) van die koopprys;

1.2 Afslaersgelde ten bedrae van 4% (vier per centum) van die opbrengs van die verkoping met 'n minimum bedrag afslaersgelde van R50 (vyftig rand).

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

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

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

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

Gemelde eiendom sal verkoop word op die voorwaardes wat nagegaan kan word by die kantore van die Balju, Germiston, voor en ten tye van die verkoping, te Du Pisaniegebou, Joubertstraat 72, Germiston, of by die perseel van die prokureurs vir die Vonnisskuldeiser Smit Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95, hoek van Kruisstraat, Johannesburg.

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

H. H. Smit, vir Smit Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95, hoek van Kruisstraat, Posbus 1183, Johannesburg. (Tel. 333-8541.) (Verw. HHS/WVN/LS/12511.)

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

In die saak tussen **ABSA Bank Beperk** (voorheen handeldrywende as Santambank Beperk), Eiser, en
Walker, Derek Lester, Eerste Verweerder, en **Walker, Sonya**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bo genoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van De Klerk, Vermaak & Vennote, Eerste Verdieping, Overvaalgebou, Krugerlaan 28, Vereeniging, op 25 November 1993 om 10:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die Venduafslaer gelees sal word ten tyde van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere: 'n 2/7de aandeel in Gedeelte 101 soos getoon en meer volledig beskryf in die Deelplan SS244/86, in die gebou bekend as Riviera Hotel and Country Club en ook bekend as Suite 517, Riviera Hotel and Country Club, Mario Milaniweg, Vereeniging.

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

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

Gedateer te Johannesburg op hede die 14de dag van Oktober 1993.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/B409A.)

Case 34/93
PH 342

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

In the matter between **Anglo American Corporation of South Africa Limited**, Plaintiff, and **Khumalo, Mzilikazi**, Defendant

1. The undermentioned property will be sold on 25 November 1993 at 10:00, at the Sheriff's Office, 8 Park Street, Kempton Park, in execution of a judgment obtained in the above matter on 23 February 1993:

The Defendant's right, title and interest in and to the leasehold of Erf 129, Moteong Township, Registration Division IR, Transvaal, measuring 378 (three hundred and seventy-eight) square metres, held under Deed of Transfer TL56265/1986, and situated at 129 Moteong Section, Tembisa, Transvaal (the property).

2. The improvements to the property consist of the following although nothing is guaranteed: Toilet, two bedrooms, dining-room and kitchen.

Terms:

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

4. The conditions of sale may be inspected at the office of the Sheriff, 8 Park Street, Kempton Park, during normal office hours.

Dated at Johannesburg on this the 14th day of October 1993.

Webber Wentzel, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. Ms V. A. Dennett, 301/A 46/92.)

Saak 1548/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Die Stadsraad van Brits**, Eksekusieskuldeiser, en **Annette Eiendomme CC**, Eksekusieskuldenaar.

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

Geliewe verder kennis te neem dat die eiendom op 26 November 1993 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere Erf 1878, geleë in die dorpsgebied Brits-uitbreiding 14 (Gedeelte 1), Registrasieafdeling JQ, Transvaal, groot 1,4967 vierkante meter, bekend as Pendoringsstraat 12, Brits.

Verbeterings: Vier fabriekke, elkeen met kantore en badkamers. Gesamentlik 2 000 m² groot, maar kan nie gewaarborg word nie.

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

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Ludorfstraat 46, Brits, ter insae lê.

Geteken te Brits op hede die 15de dag van Oktober 1993.

R. H. van Onselen, vir Jonker van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. RVO:FP:ST670/AQ0092.)

Case 5769/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Wienand Donald Campbell**, 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 24 November 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, Johriahof, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

Certain Erf 1915, situated in the Township of Brackendowns Extension 2, Registration Division IR, Transvaal, being 12 Vaal Street, Brackendowns Extension 2, Alberton, measuring 1 120 (one thousand one hundred and twenty) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of two carports 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 18th day of October 1993.

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

Case 19883/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Wright Gregory Mark**, 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 24 November 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 14 of Erf 850, situated in the Township of Sunninghill Extension 55, Registration Division IR, Transvaal, being 14 Syringa Close (No. 1 Leeu), Sunninghill Extension 55, Sandton, measuring 847 (eight hundred and forty-seven) square metres.

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

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

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

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

Dated at Johannesburg this 18th day of October 1993.

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

Case 19465/92
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **King Gary Anthony**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 24 November 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, Johriahof, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

Certain Erf 1407, situated in the Township of Mayberry Park, Registration Division IR, Transvaal, being 53 Besembos Street, Mayberry Park, Alberton, measuring 1 067 (one thousand and sixty-seven) square metres.

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

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

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

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

Dated at Johannesburg this 18th day of October 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 650/90

IN DIE LANDDROSHOF VIR DIE DISTRIK WITRIVIER GEHOU TE WITRIVIER

In die saak tussen **Bankorp Beperk**, handeldrywende as Trustbank (54/0153906), Eksekusieskuldeiser, en **Johannes Petrus van der Westhuizen**, Eksekusieskuldenaar, en **Botanica Eiendomsontwikkeling BK**, Beslagskuldenaar

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik op 1 Oktober 1990, en 'n skuldbeslag uitgereik op 25 September 1991, in bogemelde Hof sal die onderstaande eiendom geregteelik verkoop word voor die Landdroskantore, Wit-rivier, op 26 November 1993 om 12:00, of so spoedig moontlik daarna, naamlik:

Gedeelte 110 van die plaas De Rust 12, Registrasieafdeling JU, Transvaal, groot 7,3952 hektaar, onderworpe aan die voorwaardes vermeld in die Titellakte van voormelde eiendom kragtens Akte van Transport T28213/1990.

Die volgende verbeterings is op die eiendom, synde: Woonhuis en buitegeboue.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshofwet- en reëls aan die hoogste bieder verkoop word:

Die koopprys is as volg betaalbaar, synde:

1. 10% (tien persent) van die koopsom in kontant op die dag van die verkoping aan die Balju van die Landdroshof;
2. Die balans plus rente by wyse van 'n bank- of bougenootskapwaarborg betaalbaar teen registrasie van die eiendom in die naam van die koper en waarvoor waarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoping;

Die verkoping geskied voetstoots en die voorwaardes van verkoping sal gedurende kantoorure by die Balju van die Landdroshof, Witrivier, ter insae lê.

Geteken te Nelspruit op hede hierdie 19de dag van Oktober 1993.

P. L. du Toit, vir Du Toit-Smuts, Prokureurs, p.a. P. L. du Toit, Gedeelte 152 ('n gedeelte van Gedeelte 79), van die plaas White River (Mnandi). [Verw. Du Toit/MvR/T46/90(QO14.)]

Saak 752/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Lucas Mashego**, Eiser, en **Bridget Mashele**, Verweerderes

Ter uitwinning van 'n vonnis van die Bogemelde Agbare Hof sal 'n verkoping gehou word by die Balju se kantoor, Springs, op Vrydag, 12 November 1993 om 15:00, te Vierde Straat 66, Springs, aan die hoogste bieder:

Erf 11188, geleë in die dorpsgebied van kwaThema, Registrasieafdeling IR, Transvaal, geleë te Matshikizastraat 11188, kwaThema, Springs, en bestaande uit 'n teëldakhuis met sitkamer, badkamer, kombuis en twee slaapkamers.

Voorwaardes: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) op die datum van verkoping in bank of bougenootskap sekuriteit om voorgelê te word binne 14 dae vanaf datum van verkoop vir sekuriteit vir betaling van die balans. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Springs Balju ter insae vir belangstellendes.

Gedateer te Springs op hierdie 29ste dag van September 1993.

Odé Retief, Nigelweg 60, Selection Park, Springs. (Tel. 362-6830/1.) (Verw. O. Retief/BvH/1170.)

Case 22463/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Hlutywa: Mbusiyelo Skinnertodd**, First Defendant, and **Hlutywa: Balekile Fina**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Sheriff's Offices, 8 Park Street, Kempton Park, on 25 November 1993 at 10:00, of all the right, title and interest in and unto the leasehold in respect of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the premises of the Sheriff prior to the sale, at the offices of the Sheriff.

Lot 566, Emfihlweni Township, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, held by Deed of Transfer TL 64662/88, situated at 5166 Emfihlweni Township.

Improvements: The following improvements are reported to be on the property but nothing is warranted or guaranteed: Toilet, bathroom, dining-room, two bedrooms and kitchen.

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

Auctioneer's charges, payable on the day of 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 October 1993.

Uys Nel, Plaintiff's Attorneys, Suite 1811, Sanlam Centre, Jeppe Street, Johannesburg. (Tel. 333-1595.)

Saak 6484/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk**, Eiser (Eksekusieskuldeiser), **Carel Rudolph Bruwer**, Verweerder (Eksekusieskuldenaar)

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 1 September 1993, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof, op 26 November 1993, by die kantore van die Balju, Beaconsfieldlaan 41A, Vereeniging, om 10:00:

Beskrywing: Sekere verbeterde eiendom geleë in die dorpsgebied Drie Riviere, Vereeniging, synde:

1.1 Deel 4, soos aangetoon en volledig beskryf op Deelplan SS6/83, in die skema bekend as Whirlow Mansions, ten opsigte van die grond en gebou of geboue geleë te Resterende Gedeelte van Gedeelte 1 van Erf 6, Drie Riviere-dorpsgebied, Stadsraad Vereeniging, van welke deel die vloeroppervlakte, volgens genoemde deelplan (115) eenhonderd en vyftien vierkante meter is; en

1.2 'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken. (Tweeslaapkamerwoning met dakteëls en enkelgarage).

Die straatadres van die eiendom is hoek van Dee- en Caledonrylaan, Drie Riviere, 4 Whirlow Mansions, Drie Riviere, 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% van die koopprys van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlins 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 opgeveel word.

Gedateer te Vereeniging op hierdie 8ste dag van Oktober 1993.

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

**Case 20146/93
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, Michael Arthur**, 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 24 November 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 12, as shown and more fully described on Sectional Plan SS457/91 in the building or buildings known as Nottingham Forest, situated in the Township of Bryanston Extension 16, being 12 Nottingham Forest, Libertas Road, Bryanston Extension 16.

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 85 (eighty-five) square metres.

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

A simplex flat with concrete roof, comprising kitchen, lounge/dining-room, two bedrooms, separate toilet, bathroom with outbuildings with similar construction comprising of carport. The common property comprising of servant's room, store-room, 12 carports and swimming-pool.

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

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

Dated at Johannesburg this 14th day of October 1993.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorney, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/J.101.)

**Case 25407/92
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 Aswegen, Cecil Burnette**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni, on 25 November 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain: Erf 5484, situated in the Township of Northmead Extension 4, Registration Division IR, Transvaal, being 11 Ash Street, Northmead Extension 4, Benoni, measuring 1 071 (one thousand and seventy-one) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, three bedrooms, 1 ½ bathrooms with outbuildings with similar construction comprising of garage, two carports, servant's room and toilet.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 14th day of October 1993.

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

**Case 22644/93
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 **Pronk, George Alexander**, 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 25 November 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: Portion 1 of Erf 1533, situated in the Township of Henley-on-Klip, Registration Division IR, Transvaal, being Plot 1533, corner of Gordon and Wargrave Roads, Henley-on-Klip, Vereeniging, measuring 4 261 (four thousand two 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, three bedrooms, two bathrooms with outbuildings with similar construction comprising of double garage, servant's room and toilet.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by 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 19th day of October 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/avb/P206.)

Case 29211/92
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Lloyd Reuben Albert Frederick**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni, on 25 November 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain: Erf 5907, situated in the Township of Northmead Extension 4, Registration Division IR, Transvaal, being 3 Yellowwood Street, Northmead Extension 4, Benoni, measuring 991 (nine hundred and ninety-one) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, four 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 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 19th day of October 1993.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorney, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/L157/cb.)

Saak 8949/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **NBS Bank Beperk**, voorheen bekend as Natal Bouvereniging Beperk (Reg. No. 87/01384/06), Eiser, en **Victor Barnet Erdis**, Eerste Verweerder, en **Fiona Anne Erdis**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Germiston, en 'n lasbrief vir eksekusie gedateer 24 Augustus 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Maandag, 22 November 1993 om 10:00, by die Baljokantore, Du Pisaniegebou, Joubertstraat 72, Kempton Park, aan die hoogste bieder:

Sekere Erf 468, Illiondale-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Germiston, groot 991 (nege honderd een-en-negentig) vierkante meter.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 14de dag van Oktober 1993.

N. J. Nel, vir Nel & Oosthuizen, p.a De Villiers Scholtz, Eerste Verdieping, Argosy Huis, Spilsburgstraat, Germiston. (Verw. mnr. Scholtz/EN/N693.)

Case 18945/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **John: David Graham**, 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 25 November 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 1842, situated in the Township of Parkhurst, Registration Division IR, Transvaal, being 30 Seventh Street, Parkhurst, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, entrance-hall, three bedrooms, bathroom with outbuildings with similar construction comprising of two carports, toilet, store-room, swimming-pool, cottage comprising of entrance hall, lounge/dining-room, kitchen, bedroom and bathroom.

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

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

Dated at Johannesburg this 14th day of October 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/J.40.)

Case 6754/93
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 **Allers, Lily**, 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 26 November 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 288, situated in the Township of Witpoortjie, Registration Division IQ, Transvaal, being 46 Haynes 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, entrance hall, study, work room, sun room, three bedrooms, separate toilet, bathroom with outbuildings with similar construction comprising of garage, servant's room, toilet, swimming-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 14th day of October 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/A.71.)

Case 23773/92
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 **De Sousa, Joaquim Vieira**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Pollock Street, Randfontein, on 26 November 1993 at 14:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, Randfontein, Pollock Street, Randfontein, prior to the sale:

Certain Erf 256, situated in the Township of Culemborgpark Extension 1, Registration Division IQ, Transvaal, being 45 Da Gama Street, Culemborgpark Extension 1, Randfontein, measuring 1 010 (one thousand and ten) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, laundry, pantry, four bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, 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 14th day of October 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/D. 164.)

Saak 447/93

IN DIE LANDDROSHOF VIR DIE DISTRIK LYDENBURG GEHOU TE LYDENBURG

In die saak tussen **Lydenburg Stadsraad**, Eiser, en **P. R. Leyds**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Lydenburg gedateer 3 Junie 1993, en daaropvolgende lasbrief vir eksekusie teen goed sal die onderstaande eiendom geregtelik verkoop word voor die Landdroskantoor, Voortrekkerstraat, Lydenburg, op Woensdag, 24 November 1993 om 08:30, naamlik:

Erf 41, geleë in die dorpsgebied Kellysville-uitbreiding 1, Registrasieafdeling JT, Transvaal, groot 856 (agt vyf ses) vierkante meter.

Onderworpe aan die voorwaardes in die Akte vermeld.

Verbeterings: Woonhuis (genoemde verbeterings word nie gewaarborg nie).

Voorwaardes van verkoping: Die koper moet 10% (tien per centum) van die koopsom in kontant op die dag van die verkoping aan die Balju betaal. Die balans plus rente moet verseker word deur 'n bank- of bougenootskapwaarborg betaalbaar teen registrasie van transport en wat binne 14 (veertien) dae na datum van die verkoping gelewer moet word. Die eiendom word voetstoots verkoop vir die hoogste bod onderhewig aan die bepaling van artikel 66 van die Landdroshofwet. Die verkoping geskied in volgens verdere verkoopvoorwaardes wat ter insae lê gedurende kantoorure by die kantoor van die Balju, Burgerstraat 5, Lydenburg, en te kantoor van die Eiser se prokureur.

Geteken te Lydenburg op hierdie 5de dag van Oktober 1993.

D. van Wyk, vir Kuit, Van Wyk & De Villiers, Kantoorstraat 57, Posbus 21 en 25, Lydenburg. [Tel. (01323) 2101/2/3.] (Verw. mnr. Van Wyk/vdev/LS75.)

Case 24806/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited) and **Frans Foroka Mphelo**, First Defendant, and **Rosina Serufe Mphelo**, Second Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 19 February 1993, the undermentioned property will be sold in execution on Friday, 26 November 1993 at 11:00, at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 21823, Mamelodi Extension 3, Registration Division JR, Transvaal, measuring 993 (nine nine three) square metres, held by the Defendants under certificate of Registered Grant of Leasehold TL38976/91, known as Erf 21823, Mamelodi Extension 3, Mamelodi, Pretoria.

At the time of the preparation of this notice, the following improvements were situated on the property, although in this respect nothing is guaranteed:

Vacant unimproved land. Partially built shopping complex is abandoned and partially demolished.

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord.

Signed at Pretoria on this the 8th day of October 1993.

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

Saak 5047/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WONDERBOOM GEHOU TE PRETORIA-NOORD

In die saak tussen **African Bank Limited**, Eiser en **W. P. Sebati**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 26 November 1993 om 11:00, te Baljukantoor, Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Erf 64, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Amandasig, gehou kragtens Akte van Transport T79324/92, ook bekend as Kamferfoeliestraat 32, grootte 1 271 (eenduisend tweehonderd een-en-sewentig) vierkante meter. *Verbeteringe* (ten opsigte waarvan egter geen waarborg gegee kan word nie):

Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit drie slaapkamers, toilet, sitkamer, kombuis, twee badkamers, eetkamer, opwaskamer, twee motorhuise, bediendekamer met toilet.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

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

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

4. Verdere voorwaardes by Balju ter insae.

Geteken te Pretoria-Noord hierdie 14de dag van Oktober 1993.

H. C. Smalberger, vir Hack Stupel, Ross, HSR-gebou, Emily Hobhousestraat 264, Pretoria-Noord, Smalberger/A07/130/cn.)

Case 3902/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Styane, Dereck Paul**, Execution Debtor, and **Styane, Janine**, 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 26 November 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 2603, situated in the Township of Witpoortjie Extension 14, Registration Division IQ, Transvaal, being 55 Boren Street, Witpoortjie Extension 14, Roodepoort, measuring 793 (seven 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, three bedrooms, bathroom with outbuildings with similar construction comprising of garage and two toilets.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 the 15th day of October 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 12924/92
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Webber Clifford Edwin**, 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 25 November 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 1732, situated in the Township of Malvern, Registration Division IR, Transvaal, being 55 Galtemore Street, Malvern, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of garage, servants 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, building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Johannesburg this 21st day of October 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 21818/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Cowper: Reginald Edward Dennis**, 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 24 November 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 remaining extent of Erf 818, situated in the Township of Bryanston, Registration Division IR, Transvaal, being 8 Portman Place, Bryanston, measuring 3 227 (three thousand two hundred and twenty-seven) square metres.

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

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

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

Dated at Johannesburg this 21st day of October 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/C.181.)

**Case 30018/92
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 **McRae, Randal Scott**,
First Execution Debtor, and **Osband, Asher Mannie**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg, on 25 November 1993 at 10:00, of the under-mentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Erf 2023, situated in the Township of Parkhurst, Registration Division IR, Transvaal, being 11 Fourth Street, Parkhurst, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

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

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

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

Dated at Johannesburg this 21st day of October 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/avb/M452.)

Case 2845/93

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Rui Manuel Guimaraes Bastos Tuna**,
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 142 Struben Street, Pretoria, on Wednesday, 1 December 1993 at 10:00, of the undermentioned property of the Defendant, subject to the conditions of sale which are available for inspection at the offices of the Sheriff, Pretoria South, at 30 Margaretha Street, Riverdale, Pretoria:

Erf 169, situated in the Township of Pierre van Ryneveld, Registration Division JR, Transvaal, measuring 942 (nine hundred and forty-two) square metres, held by virtue of Deed of Transfer T83015/1991, known as 20 Sabre Avenue, Pierre van Ryneveld, Verwoerdburg.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling-house with tiled roof comprising entrance-hall, lounge, dining-room, family room, study, kitchen, three bedrooms, two bathrooms/toilets/handbasins. Outbuildings consist of two garages and toilet, there is a swimming-pool on the property.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 22nd day of October 1993.

H. Abro, for Hack, Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] [Ref. H. Abro/JD/HA2135 (B).]

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

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Archibald John Watt**, Defendant

In pursuance of a judgment in the above Honourable Court against the above-mentioned Defendant, and a warrant of execution issued on 29 June 1992, a sale without reserve of the following property will be held at 182 Leeupoort Street, Boksburg, on 26 November 1993 at 11:15, viz:

Description: Erf 5, in the Township of Boksburg West, Registration Division IR, Transvaal, measuring 3 599 (three thousand three hundred and ninety-nine) square metres, held by Deed of Transfer T21816/1978, situated at 9 Tim Street, Boksburg West.

Improvements (nothing is guaranteed):

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

Auctioneer's charges on the day of the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R10 000 (ten thousand rand) and thereafter 2,5% (two and a half per cent) up to a maximum fee of R5 000 (five thousand rand), minimum charges R20 (twenty rand).

The conditions of sale may be inspected during office hours at the office of the Sheriff, 182 Leeupoort Street, Boksburg, District of Boksburg.

Dated at Johannesburg on 21 October 1993.

Bell Dewar & Hall, Plaintiff's Attorneys, 20th Floor, 78 Fox Street, Johannesburg. (Tel. 838-8830.) (Ref. Ms Wilson/33807.)

Saak 14569/92

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

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Louis Hein Fourie**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op Woensdag, 24 November 1993 om 10:00, deur die Balju vir die Hooggeregshof Pretoria-Oos, gehou by die kantore van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, aan die hoogste bieder:

Erf 21, geleë in die dorp Wapadrand-uitbreiding 1, Registrasieafdeling JR, Transvaal, groot 1 320 (eenduisend driehonderd-en-twintig) vierkante meter, gehou kragtens Akte van Transport T44934/90, onderhewig aan al sodanige voorwaardes as in gemelde akte vermeld staan of na verwys word en spesiaal onderhewig aan die voorbehoud van mineraleregte.

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

Straatadres: Kingalt Crescent 56, Wapadrand, Pretoria.

Verbeteringe: Woonhuis met teëldak en mat en novilon vloerbedekking, bestaande uit sitkamer, eetkamer, kombuis, spens, drie slaapkamers, badkamer, stort, twee motorhuise, buite-toilet, steen omheining, steen plaveisel.

Reserweprys: Die eiendom word verkoop sonder reserwe.

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

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Pretoria-Oos onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof Pretoria-Oos, Strubenstraat 142, Pretoria.

Geteken te Pretoria op 13 Oktober 1993.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/SD 192/RO.)

Saak 10061/91

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

In die saak tussen **Saambou Bank Beperk**, Vonnisskuldeiser, en **mev. Lorraine Philomena Gossayn**, Vonnisskuldenaar

Hiermee word kennis gegee dat ingevolge 'n uitspraak van die Landdroshof in bogenoemde saak op 6 Maart 1992 en in tenuitvoerlegging van 'n lasbrief vir uitwinning, sal die Balju van Krugersdorp op Woensdag, 17 November 1993 om 12:00, op die perseel, geregtelik verkoop, sonder 'n reserweprys:

Sekere Hoewe 19, Chanciliff-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 1,7551 (een komma sewe vyf vyf een) hektaar, gehou kragtens Akte van Transport T14211/1983.

Die eiendom is geleë te Hoewe 19, Chanciliff-landbouhoewes, Krugersdorp en is 'n plot bestaande uit sitkamer, gesinskamer, eetkamer, studeerkamer, twee badkamers, drie slaapkamers, gang, kombuis, opwas waskamer, tuin, swembad, geteelde dam, drie bediendekamers, stoorkamer en twee motorhuise.

1. Die koper moet op die dag van die verkoping die volgende bedrae in kontant of per bankgewaarborgde tjek betaal —
 - 1.1 'n deposito van 10% (tien persentum) van die koopprys;
 2. Die koper moet die volgende bedrae op aanvraag van die prokureur van die vonniskskuldeiser voor transport van die eiendom betaal—
 - 2.1 alle agterstallige heffings, belastinge, hereregte, transportkoste en ander uitgawes wat nodig is om transport te laat geskied;
 - 2.2 rente op die bedrag van die toekenning in die distribusieplan aan die eksekusieskuldeiser vanaf datum van verkoping tot datum van oordrag van eiendom;
 - 2.3 die balans van die koopprys teen transport betaalbaar verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 21 (een-en-twintig) dae na datum van verkoping verstrek te word.
- Gemelde eiendom sal verkoop word op die voorwaardes wat nagegaan kan word by die kantore van die Balju, Krugersdorp, voor die verkoping, te 22B Klayburnhof, hoek van Ockerse- en Rissikstraat, Krugersdorp, of by die perseel van die prokureurs vir die vonniskskuldeiser Smit Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95, hoek van Kruisstraat, Johannesburg.
- Geteken te Johannesburg op hierdie 21ste dag van Oktober 1993.
- H. H. Smith, vir Smit Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95, hoek van Kruisstraat, Posbus 1183, Johannesburg. (Tel. 333-8541.) (Verw. HHS/WVN/LS/14503.)

Saak 7823/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

- In die saak tussen **ABSA Bank Beperk** (Bankkorp Beperk), Vonniskskuldeiser, en A. S. Makguba, Vonniskskuldenaar
- Hiermee word kennis gegee dat ingevolge 'n uitspraak van die Landdroshof in bogenoemde saak op 29 Januarie 1992 en in tenuitvoerlegging van 'n lasbrief vir uitwinning, sal die Balju van Vanderbijlpark op Vrydag, 19 November 1993 om 10:00, en voor die Baljukantoor, Rietbokgebou, Generaal Hertzogstraat, Vanderbijlpark, geregtelik verkoop, sonder 'n reserweprys:
- Sekere Erf 1595, Sebokeng-uitbreiding 3, Eenheid 6, groot 322 (driehonderd twee-en-twintig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL50179/90.
- Die eiendom is geleë te Erf 1595, Sebokeng-uitbreiding 3, Eenheid 6, en is 'n woonhuis bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer, toilet en volvloermatte.
1. Die koper moet op die dag van die verkoping die volgende bedrae in kontant of per bankgewaarborgde tjek betaal —
 - 1.1 'n deposito van 10% (tien per centum) van die koopprys;
 - 1.2 afslaaersgelde ten bedrae van 4% (vier per centum) van die opbrengs van die verkoping met 'n minimum bedrag afslaaersgelde van R50 (vyftig rand).
 2. Die koper moet die volgende bedrae op aanvraag op die prokureur van die vonniskskuldeiser voor transport van die eiendom betaal —
 - 2.1 alle agterstallige heffings, belastinge, hereregte, transportkoste en ander uitgawes wat nodig is om transport te laat geskied;
 - 2.2 rente op die bedrag van die toekenning in die distribusieplan aan die eksekusieskuldeiser vanaf datum van verkoping tot datum van oordrag van eiendom;
 - 2.3 die balans van die koopprys teen transport betaalbaar verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 21 (een-en-twintig) dae na datum van verkoping verstrek te word.
- Gemelde eiendom sal verkoop word op die voorwaardes wat nagegaan kan word by die kantore van die Balju, Vanderbijlpark, voor en ten tye van die verkoping, te Rietbokgebou, Generaal Hertzogstraat, Vanderbijlpark, of by die perseel van die prokureurs vir die vonniskskuldeiser Smit Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95, hoek van Kruisstraat, Johannesburg.
- Geteken te Johannesburg op hierdie 20ste dag van Oktober 1993.
- H. H. Smit, vir Smit Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95, hoek van Kruisstraat, Posbus 1183, Johannesburg. (Tel. 333-8541.) (Verw. HHS/WVN/LS/15963.)

Saak 15637/92

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

- In die saak tussen **ABSA Bank Beperk** (Allied Bank Divisie), Eiser, en **Premier Lonehill Development CC**, Verweerder
- Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju, 13de Verdieping, Metrosentrum, Hendrik Verwoerdrylaan 163, Randburg, op 24 November 1993 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:
- Sekere:** Gedeelte 5 van die plaas Lone Hill 1, Registrasieafdeling IR, Transvaal, en ook beter bekend as Hoofweg, Lonehill, grootte 9,3826 ha (nege komkommie agt twee ses hektaar).

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

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

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

Gedateer te Johannesburg op hede die 20ste dag van Oktober 1993.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8096E.)

Saak 329/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HEIDELBERG GEHOU TE HEIDELBERG

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **J. D. du Bruyn**, Verweerder

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

Erf 359, geleë in die dorp Rensburg, Registrasieafdeling IR, Transvaal, groot 1 190 (eenduisend eenhonderd en negentig) vierkante meter, gehou kragtens Akte van Transport T42459/86, in eksekusie verkoop sal word op Vrydag, 19 November 1993 om 10:00, aan die hoogste bieder by die Landdroskantoor, Begemantstraat, Heidelberg:

Die volgende verbeteringe skyn op die eiendom te wees maar word nie gewaarborg nie: Woonhuis en buitegeboue.

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 ter insae lê by die kantoor van die betrokke Balju ter insae van belangstellendes.

Gedateer te Heidelberg op hede die 11de dag van Oktober 1993.

P. W. Oosthuizen, vir Viljoen & Meek, Voortrekkerstraat 29, Heidelberg, 2400. (Verw. mnr. Oosthuizen.)

Saak 12199/87

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Sentraalwes Kooperatief Beperk**, Eiser, en **mev. H. A. H. Stols**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 1 Augustus 1986 en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof, Ventersdorp, op Woensdag, 24 November 1993 om 10:00, te die kantoor van die Landdros, Voortrekkerstraat, Ventersdorp, verkoop:

1. Resterende gedeelte van Erf 241, in die dorp Ventersdorp, Registrasieafdeling IP, Transvaal, groot 2 855 (twee-duisend agthonderd vyf-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T48666/1980.

Die volgende besonderhede word verskaf met betrekking tot verbeterings aangebring op die eiendom, maar geen waarborg kan verskaf word in verband daarmee nie: 'n Drieslaapkamerwoonhuis met buitegebou.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju van die Hooggeregshof ten tyde van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju van die Hooggeregshof te die Landdros, Voortrekkerstraat, Ventersdorp.

Geteken te Pretoria op hierdie 12de dag van Oktober 1993.

Van Zyl Le Roux & Hurter Ing., Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. Geldenhuys/LFS/100431.)

Saak 1217/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE HENDRINA

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **V. S. en N. S. Nhlengethwa**, Verweerders

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 16 Junie 1993, word die hiernavermelde eiendom op Dinsdag, 23 November 1993 om 10:00, voor die Landdroskantoor, Hendrina, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik die reg van huurpag ten opsigte van:

Erf 918, in die dorp kwaZamokuhle-uitbreiding 1, Registrasieafdeling IS, Transvaal, groot 432 (vier drie twee) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL80813/90.

Die eiendom is verbeter en bestaan uit twee slaapkamers, kombuis, badkamer en sitkamer.

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

1. Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprijs aan die Balju betaal en vir die balans van die koopprijs moet die koper 'n bank- of bouverenigingwaarborg aan die Balju lewer binne 60 (sestig) dae na datum van verkoping.

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

3. Die koper sal aanspreeklik wees vir hereregte, transportkoste en agterstallige belastinge indien enige, asook ander uitgawes wat nodig is om transport te laat geskied.

Geteken te Ermelo hierdie 21ste dag van Oktober 1993.

Bekker Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350. (Verw. mnr. V.d. Wath/em SJN 044.)

Saak 19695/93

PH 507

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk**, Eiser, en **Manaka, M. A.**, Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak, sal 'n verkoping gehou word op 25 November 1993 om 10:00, by die kantore van die Balju, Kempton Park, te Parkstraat 8, Kempton Park, van die ondergemelde eiendom:

Sekere Erf 504, Isipehtweni, Tembisa-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 302 (driehonderd-en-twee) vierkante meter, geleë te Erf 504, Isipehtweni, Tembisa.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie: 'n Tweeslaapkamerhuis, bestaande uit eetkamer, badkamer, toilet, kombuis en geen buitegeboue.

3. Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju te Parkstraat 8, Kempton Park, of die Eiser se prokureurs mnr. Blakes Ingelyf te Sewende Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

Geteken te Johannesburg op hierdie 18de dag van Oktober 1993.

D. J. Rens, vir Blakes, Sewende Verdieping, Santambankgebou, Rissikstraat 81, Johannesburg. (Tel. 833-6000.) (Verw. D. J. Rens/cb/Z06298.)

Saak 4350/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Allied Bank**, Eiser, en **Ndelela Sidney Msibi**, Verweerder

Ingevolge uitspraak in die Hof van die Landdros van Middelburg, en lasbrief tot geregtelike verkoping gedateer 27 September 1993, sal die ondervermelde eiendom op Vrydag, 19 November 1993 om 10:00, te Landdroskantore, Middelburg, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 663, Mhluzi-dorpsgebied, Registrasieafdeling JS, Transvaal, groot 841 (agthonderd een-en-veertig) vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Huurpag TL34353/87.

Verkoopvoorwaardes:

1. 'n Deposito van 10% (tien per centum) van die koopprijs op datum van verkoping met goedgekeurde bank-/bougenootskapwaarborg vir die balans koopprijs binne 30 (dertig) dae na datum van verkoping.

2. Verdere voorwaardes is beskikbaar by die kantore van Esterhuysen, Botha & Van der Walt, Markstraat 20B, Middelburg.

P. J. van der Walt, vir Esterhuysen, Botha & Van der Walt, Posbus 68, Markstraat 20B, Middelburg, 1050.

Case 54960/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Daniel Lendy Botes**, Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, 142 Struben Street, Pretoria, on 1 December 1993 at 10:00, to the highest bidder:

Certain remainder of Holding 62, Lyttelton Agricultural Holdings, Extension 1, Registration Division JR, Transvaal, measuring 8 570 (eight thousand five hundred and seventy) square metres, situated at 283 Von Willigh Street, Lyttelton Agricultural Holdings, Extension 1, Lyttelton.

Terms and conditions:

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

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

Description of property: Double storey, lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, TV-room, scullery, laundry, pantry. *Outbuildings:* three offices, two w.c's, three servants' rooms, kitchenette, three stoeps. *Other improvements:* Brick walls, PVC tiles.

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 Mescor House, 30 Margaretha Street, Riverdale, Pretoria.

Signed at Pretoria on this the 26th day of October 1993.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Kartoudes/MB/N689.)

Saak 79080/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Eskom**, Eksekusieskuldeiser, en **V. L. Henshaw**, Eksekusieskuldenaar

In terme van 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 23 Maart 1993, sal 'n verkoping in eksekusie by wyse van 'n geregtelike verkoping aan die hoogste bieder maar onderhewig aan die goedkeuring van die Eiser, gehou word deur die Balju, Pretoria-Wes, op 11 November 1993 om 10:00, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op voorwaardes wat nagegaan mag word gedurende kantoorure ten kantoor van die voormelde Balju, en wat deur die Balju gelees sal word voor die verkoping 'n aanvang neem:

Die eiendom wat verkoop word is beskryf as:

Alle reg, titel en belang in Gedeelte 48 van Erf 3364, Elandspoort, Registrasieafdeling JR, Transvaal, groot 286 (tweehonderd ses-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T73007/1992.

Die volgende verbeteringe is aangemeld op die eiendom maar niks word egter gewaarborg nie: Woonhuis.

Terme: Die koper moet 'n deposito van 10% (tien per centum) van die koopprijs in kontant na ondertekening van die voorwaardes van verkoop aan die Balju, betaal en die balans is betaalbaar teen transport en moet verseker word deur 'n bank- of bougenootskapswaarborg goedgekeur deur prokureurs vir Eiser. Gemelde waarborg moet binne 14 (veertien) dae na datum van verkoping aan gemelde Balju gelewer word.

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

C. F. Ehlers, vir Ehlers & Vennote (Ingelyf), R & J-gebou, Kerkstraat 421, Pretoria.

Saak 2709/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Beperk** (Natal Bouvereniging Beperk) (Reg. No. 87/01384/06), Eiser en **M. D. April**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 17 Junie 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 19 November 1993 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 2477, Evaton-Wes-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 300 (driehonderd) vierkante meter. *Verbeterings:* Sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

Verkoopvoorwaardes:

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

2. Die koopprijs sal betaalbaar wees soos volg:

(a) 10% (tien per centum) van die koopprijs in kontant op die dag van die verkoping;

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

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

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

Gedateer te Vanderbijlpark hierdie 20ste dag van Oktober 1993.

Du Plessis Pienaar & Swart, Tweede Verdieping, Ekspasentrum, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031/6.) (Verw. 1.30121/ip.)

Saak 2207/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Beperk**, Eiser en **Victor Neves Pinto Salgado**, Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 30 Augustus 1993, sal die ondervermelde eiendom geregtelik verkoop word op 26 November 1993 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Hoewe 116, Boothalandbouhoewes, Registrasieafdeling IQ, Transvaal, groot 1,8423 hektaar, gehou kragtens Akte van Transport T41581/1983, bekend as Hoewe 116, Boothalandbouhoewes, Randfontein, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder sementteëldak wat bestaan uit drie slaapkamers, twee badkamers, kombuis, sitkamer, eetkamer en familiekamer. Die buitegeboue bestaan uit twee motorhuise en die perseel is omhein met draad.

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

Voorwaardes: R6 000 (sesduisend rand) of 10% (tien per sentum) van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belastinge, 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/N580.)

Case 973/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Zandile Sokwaliwa**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, district Johannesburg and writ of execution, the property listed hereunder which was attached on 27 July 1993, will be sold in execution on Friday, 12 November 1993 at 10:00, in front of the Magistrate's Court of Randfontein, Pollock Street entrance, Randfontein, to the highest bidder:

Erf 4403, Mhlakeng Extension 3 Township, Registration Division IQ, Transvaal, in extent 284 (two hundred and eighty four) square metres, situate at 4403, Mhlakeng Extension 3, Johannesburg.

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

Residence, single storey dwelling, detached. Walls: Brick and plaster and paint. Roof: Tiles. Rooms: Lounge, kitchen, two bedrooms, bathroom, toilet. Outbuildings: None. Boundary: Fenced.

Conditions of sale:

The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's office, Randfontein for the Magistrate's Court, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 22nd day of October 1993.

De Villiers & Co., c/o Truter, Crous & Wiggill, Iuris Building, Sutherland Street, Randfontein. (Tel. 692-1640.) (Ref. Mr Steyn/444.)

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 te 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, 26 November 1993 om 10:00, naamlik:

Sekere: Gedeelte 29 van die plaas Ruimsig 265, Registrasieafdeling IQ, Transvaal.

Groot: 1,0187 (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 Equestrianstraat 393, Ruimsig, Roodepoort, bestaande uit: Sitkamer, gesinskamer, eetkamer, studeerkamer, twee badkamers, drie slaapkamers, gang, kombuis, opwas/waskamer, bedienekwartiere, 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 waarborge word gelewer oor die erf, verbeteringe en grondgehalte nie.

Terme: Dertig per sentum (30%) van die koopprys en afslagselde 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 22ste dag van Oktober 1993.

P. Venter, Eiser se Prokureur, Staatsprokureur, Royal St. Mary'sgebou 888, Eloffstraat 85, Privaatsak X9, Johannesburg, 2000. (Tel. 29-2961.) (Verw. C. F. Oberholzer/JP 8126/92/P29.)

Case 41662/92

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

In the matter between **First National Bank of Southern Africa Limited**, trading as Wesbank a division of First National Bank, Plaintiff, and **Martyn Bonehill**, Defendant

A sale in execution will be held on 1 December 1993 at 10:00, at 142 Struben Street, Pretoria.

Of property Unit 30, Wedgewood Villa, Erf 73, Die Hoewes Extension 23, City Council of Verwoerdburg.

Measuring: 146 (one hundred and forty-six) square metres.

Known as: 30 Wedgewood Villa, 278 Jean Avenue, Verwoerdburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Three bedrooms, two bathrooms, lounge, dining-room, kitchen and balcony, novilon on the bathroom floor and kitchen floor, lock-up garage.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, Pretoria South, Messcor House, Margaretha Street 30, Riverdale, Pretoria.

Dated at Pretoria this 25th day of October 1993.

Hack Stupel & Ross, Second Floor, Standard Bank Chambers, 10 Church Square, Pretoria. (Tel. 325-4185/90.) (Ref. Mr Smit/mq/CB345.)

Saak 2886/91

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

In die saak tussen **Leon Johan Bouwer**, Eiser, en **Adam Jacobus Engelbrecht**, Verweerder

Die balju van die Hooggeregshof vir Louis Trichardt, is van voorneme om te verkoop na aanleiding van 'n lasbrief uitgereik in bogemelde Agbare Hof vir die voldoening aan 'n vonnis van die Agbare Hof, en sal verkoop by wyse van openbare veiling op 17 November 1993, aan die hoogste bieder:

Gedeelte 6 van Gedeelte 5, van die plaas Gaaroskraal 312, Louis Trichardt, Registrasieafdeling LS, groot 21,8846 ha.

Geleë op die Pietersburg pad regoor die weegbrug. Die eiendom is verbeter met 'n woonhuis, buitegeboue en 'n stoor, die verbeterings word nie gewaarborg nie.

Die voorwaardes van verkoping kan besigtig word by die Balju van die Hooggeregshof, Soutpansberg te Trichardstraat 30, Louis Trichardt.

Die verkoping sal aan die volgende voorwaardes onderworpe wees:

1. Die eiendom sal deur die balju van Louis Trichardt te Louis Trichardt aan die hoogste bieder met 'n reserweprys van R200 000 verkoop word.

2. Die koper moet 'n deposito van tien persent van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die eiser se prokureur goedgekeur is, die waarborg aan die balju binne 21 dae na die datum van die verkoping verstrek te word.

3. Die verkoping geskied volgens verdere verkoopvoorwaardes wat uitgelees sal word by die veiling. Die voorwaardes sal ter insae lê by die kantoor van die Balju vir die Hooggeregshof Soutpansberg distrik te Louis Trichardt.

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

Eiser se Prokureur, Die Staatsprokureur, Fedlife Forum, Vierde Verdieping, Suid Toring, hoek van Pretorius en van der Waltstraat, Privaatsak X91, Pretoria, 0001. (Tel. 322-8522.) (Verw. 6026/90/B2/zh.)

Saak 9182/93
PH 139

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

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word ten kantore van die Balju, 13de Verdieping Metrosentrum, Hendrik Verwoerdrylaan, Randburg, op 24 November 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:

Gedeelte 24 van Erf 5096, Bryanston-uitbreiding 62, Registrasieafdeling IR, Transvaal, groot 480 vierkante meter, bekend as Van Selmsingel 24, Bryanston-uitbreiding 62.

Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee kan word nie: Woonhuis met gewone buitegeboue.

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

Vendukoste betaalbaar op die dag van die verkoping, sal as volg bereken word: 5% (Vyf persent) op die opbrengs van die verkoping tot 'n 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 Prokureur, Posbus 1115, Randburg 2125. (Tel. 886-1800.) (Ver. mnr. Haasbroek E200.)

Case 68088/92
PH 346

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Maria Manuela de fe Raminhos**, Defendant

Pursuant to a judgment of the above Honourable Court, dated 17 September 1992, and under a warrant of execution dated 9 December 1992, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 3 December 1993 at 10:00, in front of the Court-house, Fox Street entrance, Johannesburg:

Certain Erf 532, Turfontein, Township, Registration Division IR, Transvaal, situation 163 and 163A Bertha Street, Turfontein, Johannesburg.

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

Main building: Two semi-detached dwelling-units of brick and plaster under corrugated iron consisting of four bedrooms, two lounges, two kitchens and two bathrooms.

Outbuildings: Two maids rooms, two toilets, yard walled with precast walls.

Area 495 square metres, property's held under Deed of Transfer T49818/91.

Terms: The purchase price shall be paid as to ten per cent (10%) thereof on the day of the sale and the unpaid balance together with interest thereon to date of registration of transfer, shall be paid or secured by an unconditional or approved bank or building society guarantee within fourteen (14) days of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, at 100 Sheffield Street, Turfontein.

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

Israelsohn von Swiklitz, Hunts Corner, 20 New Street South, Johannesburg; P.O. Box 6467, Johannesburg, 2000. (Tel. 833-5514.) (Ref. BR2355/COLL/PM/JB.)

Case 884/93

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

In the matter between **Nedcor Bank Limited** (formerly Nedperk Bank Limited) Plaintiff, and **Cornelius Marten Kirsten**, Defendant

In pursuance of judgment in the above Honourable Court and a warrant of execution, the following immovable property will be sold in execution on 24 November 1993 at 09:00, to the highest bidder at the office of the Magistrate, Lydenburg, to the highest bidder:

Portion 35 (a portion of Portion 2) of Erf 1205, Lydenburg, Registration Division JT, Transvaal, measuring 1 300 (one three nil nil) square metres.

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

Conditions of sale:

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

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

Dated at Nelspruit this 21st day of October 1993.

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

Saak 6758/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **J. Modisakeng**, Vonnissskuldeiser, en **I. Melato**, Vonnissskuldenaar

Ten uitvoerlegging van die vonnis toegestaan en daaropvolgende lasbrief vir eksekusie gedateer 23 Maart 1993, sal die volgende eiendom, wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 26 November 1993 om 10:00, by die Landdroskantore te Vanderbijlpark, te wete:

Sekere Erf 315, Sebokeng Eenheid 13, Registrasieafdeling IQ, Transvaal, groot 415 (vierhonderd en vyftien) vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Toekenning van Huurpag TL24145/87.

Verbeterings (nie gewaarborg): Enkelverdiepingwoonhuis.

Terme:

1. 10% (tien persent) van die koopprys in kontant, as 'n deposito op die dag van die verkoping en die balans, plus rente teen 21,75% (een-en-twintig komma sewe vyf persent) per jaar betaalbaar vanaf datum van verkoping tot datum van betaling, by registrasie van transport, waarvoor 'n bank- of bouverenigingwaarborg gelewer moet word binne 21 dae vanaf datum van verkoop.

2. Volledige verkoopvoorwaardes, wat direk voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju van die Landdroshof, Kamer 102, Rietbokgebou, Generaal Hertzogstraat, Vanderbijlpark, 1900.

Gedateer te Vanderbijlpark hierdie 21ste dag van Oktober 1993.

J. D. Bekker, vir Fradgley-Bekker, Prokureurs vir Vonnissskuldeiser, NBS-gebou, Posbus 946, Vanderbijlpark. [Tel. (016) 33-4305/6.] (Verw. mnr. Bekker/fvdb/MB.125.)

Case 24752/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Van der Walt, Petrus 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, Johannesburg, on 25 November 1993 at 10:00, of the under-mentioned 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 remaining extent of Erf 220, situated in the Township of Westdene, Registration Division IR, Transvaal, being 48A Second Avenue, Westdene, Johannesburg, measuring 496 (four hundred and ninety-six) square metres.

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

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

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

Dated at Johannesburg this 25th day of October 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 24756/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Magalela, Betsy Bellana**, 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 25 November 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 Portion 13 of Erf 323, situated in the Township of De Deur Estates Limited, Registration Division IQ, Transvaal, being 323 corner of Main and Three Roads, De Deur Estates Limited, Vereeniging, measuring 8 104 (eight thousand one hundred and 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, store-room, three bedrooms and bathroom with outbuildings with similar construction comprising of toilet.

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

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

Dated at Johannesburg this 25th day of October 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/avb/M707.)

Saak 12923/93

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

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Frederick Edmondose Kangleas**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 16 Augustus 1993 uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die kantoor van die Balju, Parkstraat 10, Kempton Park, aan die hoogste bieder op 25 November 1993 om 10:00:

Erf: Resterende Gedeelte van Erf 88, Chloorkop-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 005 (eenduisend-en-vyf) vierkante meter, bekend as Norwalkstraat 2, Chloorkop.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelaktes, in so ver dit van toepassing mag wees.

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

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

Buitegeboue: Motorafdak en swembad.

Terme: Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju en die balans, tesame met rente op die Eiser se eis van R108 369,22 vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 16% (sestien persent) per jaar, sal binne dertig (30) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

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

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

Saak 10021/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Breedy Elizabeth Margaret**, Verweerderes

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 26 November 1993 om 14:15, verkoop word deur die Balju te Landdroskantoor, Pollockstraat, Randfontein, op voorwaardes wat by sy kantoor ingesien kan word:

Deel 8, soos getoon en volledig beskryf op Deelplan SS75/1986, in die gebou of geboue bekend as Susannahof, geleë te Erf 875, Randfontein-dorpsgebied, Plaaslike Bestuur van Randfontein, waarvan die vloeroppervlakte 91 vierkante meter groot is (ook bekend as Woonstel 8, Susannahof, 12de Straat 2, Randfontein).

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

Gedateer op die 25ste dag van Oktober 1993.

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

Case 7901/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Moodaley Madavan**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 25 November 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 902, Zakariyya Park Extension 4 Township, Registration Division IQ, Transvaal, measuring 376 (three hundred and seventy-six) square metres, situated at 902 Cardamine Crescent, Zakariyya Park Extension 4 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tile roof, two bedrooms, bathroom, kitchen and lounge.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 14th day of October 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. M23171/PC.); c/o N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Matseke Khupe Moses**, First Defendant, and **Matseke Catherine Nomasonto**, 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 24 November 1993 at 14:30, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, Unit 2, North View, 45 Richards Drive, Halfway House, prior to the sale:

Erf 55, Alexandra Extension 1 Township, Registration Division IR, Transvaal, measuring 183 (one hundred and eighty-three) square metres, situated at Erf 55, Alexandra Extension 1 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of three bedrooms, bathroom, lounge, dining-room and kitchen.

Outbuilding: Garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 12th day of October 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. M22639/PC.)

Saak 3829/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, handelende as United Bank, Eiser, en **Femmelina Korff**, Eerste Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof, Evander, en lasbrief vir eksekusie gedateer 11 Oktober 1993, sal die eiendom hieronder genoem verkoop word in eksekusie op 17 November 1993 om 12:00, by die Baljukantore, Evander, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Ingangsportaal, sitkamer, eetkamer, drie slaapkamers, twee badkamers, kombuis, garage, bediendekamer en toilet.

Eiendom: Erf 5, Secunda-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 811 (agthonderd-en-elf) vierkante meter, gehou kragtens Akte van Transport T43745/1989, geleë te Danie Theronstraat 24, Secunda.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping welke voorwaardes geïnspekteer kan word by die kantore van die Balju, Evander. Die belangrikste voorwaardes daarin vervat is: Dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op hierdie 19de dag van Oktober 1993.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/RE/A391.)

Saak 11341/93

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

In die saak tussen **Noordwes Koöperasie Beperk**, Eiser, en **Johannes Hendrik Pienaar**, Verweerder

Neem kennis dat Gedeelte 41 van die plaas Putfontein 62, Registrasieafdeling JP, Transvaal, groot 872,3550 hektaar, geregistreer in naam van Johannes Hendrik Pienaar ingevolge Akte van Transport T53453/83, per geregtelike verkoping verkoop sal word op 26 November 1993 om 10:00, voor die Landdroskantoor, Coligny:

Die onroerende eiendom wat verkoop staan te word is 'n plaaseiendom met die volgende verbeterings:

1. Daar is lande, natuurlike weiding en aangeplante weiding.
2. Die minerale regte is nie geskei van die oppervlakte nie.
3. Die eiendom is verdeel in kampe.
4. Daar is 'n toegeruste boorgat.
5. Daar is 'n woonhuis, buitegeboue en store.

6. Die eiendom is geleë op die Putfonteinpad en is geleë ± 15 na 17 kilometers vanaf Coligny.

Die voorwaardes van verkoping kan by die kantoor van die Balju, Coligny, Scholtzstraat 111, Lichtenburg, ingesien word.

Geteken op Lichtenburg op hierdie 18de dag van Oktober 1993.

D. G. Olivier, vir Ben Roothman & Olivier, Prokureur vir Vonniskskuldeiser, Buchananstraat, Posbus 582, Lichtenburg.

Case 24079/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lekgetho Makheni Titus**, First Defendant, and
Lekgetho Matsidiso Hilda, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the sale-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 26 November 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the sale-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

Erf 3754, Dobsonville Township, Roodepoort, Registration Division IQ, Transvaal, measuring 277 (two hundred and seventy-seven) square metres, situated at Erf 3754, 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.

Outbuilding: Garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 19th day of October 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. L24317/PC.)

Case 13332/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Makhubo Alfred Vikinduku**, First Defendant, and
Makhubo Olga Mvulazana, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the sale-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 26 November 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the sale-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9145, Dobsonville Extension 3 Township, Roodepoort, Registration Division IQ, Transvaal, measuring 240 (two hundred and forty) square metres, situated at Erf 9145, Dobsonville Extension 3 Township, Roodepoort.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, three bedrooms, bathroom, lounge, passage and kitchen.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 18th day of October 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. M20912/PC.)

Case 15443/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nxumalo Alfred**, First Defendant, and **Nxumalo Collin**,
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, in front of the Magistrate's Court, Pollock Street, Randfontein, on 26 November 1993 at 14:15, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer in front of the Magistrate's Court, Pollock Street, Randfontein, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 5162, Mohlakeng Extension 3 Township, Registration Division IQ, Transvaal, measuring 240 (two hundred and forty) square metres, situated at Erf 5162, Mohlakeng Extension 3 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, two bedrooms, bathroom, kitchen and lounge/dining-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 18th day of October 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N23553/PC.)

Case 30535/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ndinisa David**, First Defendant, and **Ndinisa Jacobeth Lele**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Johriahof, 4 Du Plessis Street, Florentia, Alberton, on 24 November 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, Johriahof, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 502, Monise Township, Registration Division IR, Transvaal, measuring 275 (two hundred and seventy-five) square metres, situated at Erf 502, Monise Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, two bedrooms, kitchen, lounge, dining-room and garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 15th day of October 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. N22770/PC.)

Case 21403/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tsimong Tebello Georgina N.O.**, Executrix in the estate late Tsimong Tsomoci Jacob, 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 25 November 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 640, Jabavu Central Western Township, Registration Division IQ, Transvaal, measuring 280 (two hundred and eighty) square metres, situated at Erf 640, Jabavu Central Western Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of two bedrooms, lounge, dining-room, kitchen and two garages.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 19th day of October 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. T21254/PC.)

Case 24677/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Santi Bethuel**, First Defendant, and **Santi Tamara Yolisa**,
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 25 November 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 3902, Zola Township, Registration Division IQ, Transvaal, measuring 248 (two hundred and forty-eight) square metres, situated at Erf 1481A, Mashiane Street, Zola North Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, two bedrooms, kitchen and dining-room.

Outbuildings: Two garages and store-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 19th day of October 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. S19081/PC.)

Case 21540/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mkhize Fikile Harriet**, 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 25 November 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 128 (now renumbered Erf 1679), Klipspruit Extension 2 Township, Registration Division IQ, Transvaal, measuring 158 (one hundred and fifty-eight) square metres, situated at Erf 128 (now renumbered Erf 1679), Klipspruit Extension 2 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of three bedrooms, bathroom, lounge, dining-room and kitchen.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 19th day of October 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. M16026/PC.)

Case 26084/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Walters Alan James**, First Defendant, and **Walters Lilian Sarah**,
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 25 November 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 2714, Eldoradopark Extension 3 Township, Registration Division IQ, Transvaal, measuring 360 (three hundred and sixty) square metres, situated at 2714 Kiepersol Street, Eldoradopark Extension 3 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 and lounge.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 25th day of October 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. W22490/PC.)

Case 25465/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tshabalala, Nomalinga Trilby**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 25 November 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 easehold in respect of Erf 27000, Meadowlands Township, Registration Division IQ, Transvaal, situation Erf 27000, Meadowlands, Soweto, situated at 2711 Zone 10, area 264 (two hundred and sixty-four) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, dining-room, two garages/store-rooms, under iron and asbestos roof and enclosed with wire fencing.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per 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 21st day of October 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. OZ89E/mgh/tf.)

Case 22604/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gonsalves, Ronald Peter**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of De Klerk Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 25 November 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Portion 3 of Erf 213, Mid-Ennerdale Township, Registration Division IQ, Transvaal, situation Portion 3 of Erf 213, Sixth Avenue, Mid-Ennerdale, area 496 (four hundred and ninety-six) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge and under tiled roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 21st day of October 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NI57E/mgh/tf.)

Case 14831/89

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mathanda Ernest James**, First Defendant, and
Mathanda Julia Girlie, 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 25 November 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 1291, Zola Township, Registration Division IQ, Transvaal, measuring 227 (two hundred and twenty-seven) square metres, situated at Erf 1291, Zola Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, two bedrooms and dining-room. Outbuildings: 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Signed at Johannesburg on the 20th day of October 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. M8656/PC.)

Case 24911/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mazibuko Mqondi Hamilton**, First Defendant, and
Mazibuko Sebenzile Mavis, 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 25 November 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 5830, Orlando East Township, Registration Division IQ, Transvaal, measuring 545 (five hundred and forty-five) square metres, situated at Erf 5830, Orlando East Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, two bedrooms, kitchen, dining-room and three store-rooms.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 19th day of October 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. M24448/PC.)

Case 5127/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Malefetsane Abedne Mosoeunyane**, First Defendant, and
Puleng Sarah Mosoeunyane, Second Defendant

On 24 November 1993 at 10:00, a public auction sale will be held at Johriahof, 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 8312, Tokoza Township, Registration Division IR, Transvaal, measuring 328 (three hundred and twenty-eight) square metres, also known as Erf 8312, 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 room other than kitchen and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per cent) per annum, at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on this the 26th day of October 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0387/CMK.)

Case 6306/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Kenkezi Esther Mahula**, First Defendant, and **Richard Velaphi Madonsela**, Second Defendant

On 24 November 1993 at 10:00, a public auction sale will be held at Johriahof, 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 1815, Tokoza Township, Registration Division IR, Transvaal, measuring 304 (three hundred and four) square metres, also known as Erf 1815, 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 asbestos roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising two rooms, 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 19,85% (nineteen comma eight five per cent) per annum, at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 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 26th day of October 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM3100/CMK.)

Case 4164/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Khumalo, Johannes John**, First Defendant, and
Khumalo, Anna Monoloko, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Alberton, at Johriahof, 4 Du Plessis Street, Alberton, on Wednesday, 24 November 1993 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Lot 825, A P Khumalo Township, situation 825 A P Khumalo Township, area 273 (two hundred and seventy-three) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, lounge and kitchen under tiled roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendants has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 27th day of October 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NO34E/mgh/tf.)

Case 24922/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nkomo, Jabulane Petrus**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 26 November 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 9216, Dobsonville Extension 3 Township, Registration Division IQ, Transvaal, situation Site 9216, Dobsonville Extension 3, area 240 (two hundred and forty) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, dining-room, under tiled roof and staff quarters.

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 19th day of October 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NO148E/mgh/tf.)

Saak 1671/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Stadsraad van Randfontein**, Eiser, en **Sampie Dreyer**, Verweerder

Ingevolge uitspraak van die Landdroshof, Randfontein, en lasbrief tot geregtelike verkoop met datum 13 September 1993, sal die ondervermelde eiendom geregtelik verkoop word op 26 November 1993 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 2483, Toekomsrus-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 250 vierkante meter, gehou kragtens Akte van Transport T40883/1990, bekend as Kleirivierstraat 112, Toekomsrus, Randfontein, met verbeterings.

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

Voorwaardes: R5 000 of 10% (tien persent) van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belasting, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

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

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/S1250.)

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Grayson Theodore Fourie**, First Defendant, and **Edwina Mammoline Fourie**, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted 20 July 1993 and subsequent warrant of execution the following property will be sold in execution on 3 December 1993, at 10:00, at the offices of the Sheriff, 41A Beaconsfield, Vereeniging, namely of Erf Portion 15, Erf 261, Mid-Ennerdale, Vereeniging, also known as 15/261 Fourth Avenue, Mid-Ennerdale, Vereeniging, and take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, and contain *inter alia* the following provisions:

1. The sale will held by public auction and without reserve and will be voetstoots.
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 from date of sale to date of payment.
3. Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Vereeniging.
4. 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.
5. The purchase price shall be paid as 10% (ten per cent) thereof together with the Sheriff's auction charges of 4% (four per cent) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.
6. Failing compliance with the provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per cent) of the purchase price as rouwkoop.
7. The full conditions of sale are available for inspection at the office of the Sheriff, Vereeniging.

Dated at Vereeniging on the 22nd day of October 1993.

McLoughlin, Porter & Venter Ing., 31 Merriman Avenue, Vereeniging; P.O. Box 931, Vereeniging. [Tel. (016) 22-5161.] (Ref. Coll/IG/N190.)

Saak 3370/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Allied Bank**, 'n Divisie van ABSA Bank Bpk., Eiser, en **mnr. M. D. Mtembu**, Eerste Verweerder, en **mev. G. S. Mtembu**, Tweede Verweerder

Geliewe kennis te neem dat die volgende eiendom per geregtelike veiling verkoop sal word op 24 November 1993 om 12:00, te Baljukantore, Cornellstraat 21, Evander, aan die hoogste bieder:

Erf 682, Embalenhle-uitbreiding 1, Verbandakte BL60539/90 en BL1479/91, Transportakte TL38092/87, verder bekend as stand 682, Embalenhle.

Die voorwaardes van die verkopings sal aangekondig word deur die Balju vir Hoëveldrif net voor die verkoping en sal ook beskikbaar wees vir inspeksie by die kantoor van die Balju.

Geteken te Evander op hede die 25ste dag van Oktober 1993.

F. R. Chester, vir Kruyshaar Jordaan & Chester, Posbus 204, Evander, 2280. (Verw. mev. Barrand/A378.)

Saak 3750/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Allied Bank**, 'n Divisie van ABSA Bank Bpk., Eiser, en **mnr. M. C. Atwell**, Verweerder

Geliewe kennis te neem dat die volgende eiendom per geregtelike veiling verkoop sal word op 24 November 1993 om 12:00, te Baljukantore, Cornellstraat 21, Evander, aan die hoogste bieder:

Erf 4433, Secunda-uitbreiding 9, Verbandakte B56471/88, Transportakte T49181/88, verder bekend as Rietspruitstraat 30, Secunda.

Die voorwaardes van die verkopings sal aangekondig word deur die Balju vir Hoëveldrif net voor die verkoping en sal ook beskikbaar wees vir inspeksie by die kantoor van die Balju.

Geteken te Evander op hede die 25ste dag van Oktober 1993.

F. R. Chester, vir Kruyshaar Jordaan & Chester, Posbus 204, Evander, 2280. (Verw. mev. Barrand/A336.)

Saak 2305/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Brandmuller-Taljaard**, Eksekusieskuldeiser, en **N. L. Mabelane**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof, Middelburg, en 'n lasbrief vir eksekusie gedateer 24 Junie 1993, sal die vaste eiendom hieronder genoem, in eksekusie verkoop word op 26 November 1993 om 11:00, voor die adres van die eiendom te Strandstraat 432, Nasaret, Middelburg (Transvaal):

Erf 432, geleë in die dorp Nasaret-uitbreiding 1, Middelburg, Registrasieafdeling JS, Transvaal, groot 462 (vierhonderd twee-en-sestig) vierkante meter, gehou kragtens Akte van Transport T59640/92.

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

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

Geteken te Middelburg op die 25ste dag van Oktober 1993.

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

Case 013196/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Joseph Julius Caesar Lebooa**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution, the property listed hereunder which was attached on 18 May 1993, will be sold in execution on Friday, 3 December 1993 at 10:00, in front of the Magistrate's Court of Johannesburg, Fox Street-entrance, Johannesburg, to the highest bidder:

Portion 1 of Erf 714, Elandspark Township, Registration Division IQ, Transvaal, in extent 909 (nine hundred and nine) square metres, situated at 68 Paula Smith Crescent, Elandspark, Johannesburg.

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

Residence, single-storey dwelling, detached.

Walls: Brick and plaster.

Floors: Fitted carpets.

Roof: Tiles.

Rooms: Lounge, dining-room, kitchen, three bedrooms, bathroom, two toilets and shower.

Outbuildings: Double carport.

Boundary: Concrete walls.

Other improvements: Paving, walling, swimming-pool, thatch, Zozo hut and sprinkler system.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, A4 Sanlam Industrial Park, Prop Street, off John Street, Johannesburg, for the Magistrate's Court, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4; 29-3921/2/3.) (Docex: DX.571.) (Ref. Mr Steyn/357.)

Case 17053/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Trustees for the time being of the De Jong Development Bond Trust**, Plaintiff, and **W. de Jong Property Developments (Pty) Ltd**, 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, Sandton, at 36 Fourth Street, corner of Fourth Street and Third Avenue, Marlboro, Sandton, on 1 December 1993 at 11:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer on site, prior to the sale:

Erf 881, Marlboro Township, Registration Division IR, Transvaal, measuring 991 square metres, held by virtue of Title Deed T39646/1983 (36 Forth Street, 11 Third Avenue, Marlboro).

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

Factory building with office block and ablutions.

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

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

Moss-Morris Inc., Plaintiff's Attorneys, Eighth Floor, The Inner Court, 74 Kerk Street, P.O. Box 7066, Johannesburg. (Tel. 337-2121.) (Ref. P. Tindle.)

Case 32358/92
PH 177

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

In the matter between **Voltex (Pty) Limited**, trading as Keens Electrical Springfield, Plaintiff, and **C. J. Kurn**, 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, Benoni, at 49 Kempston Avenue, Benoni, on 25 November 1993 at 10:00 of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale at the offices of the Sheriff, Benoni:

Description of property: Holding 7, Marister Agricultural Holding, Registration Division IR, Transvaal, measuring 2,0215 hectares, being 7 School Street, Marister, Benoni.

Comprising of guest room, entertainment room, scullery, kitchen, lounge and dining-room, family room, TV-room, three bedrooms, toilet and was basin, two bathrooms, barn and double garage, held under Deed of Transfer T31877/1989.

Certain Holding 7, Marister Agricultural Holding, Registration Division IR, Transvaal, measuring 2,0215 hectares, held by Deed of Transfer T31877/1989, situated at 7 School Street, Marister, Benoni.

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 fourteen (14) days from the date of sale.

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

Dated at Johannesburg on this the 28th day of October 1993.

Itzikowitz & Sarembok, Plaintiff's Attorneys, 153 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 2928, Johannesburg, 2000. (Tel. 483-1753/4/5.) (Ref. R. Sarembok/gv.)

Saak 12842/93

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

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Christopher G. Strydom**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 25 November 1993 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 22, Birch Acres-dorpsgebied, transportakte gehou onder Titelakte T74887/90, grootte 1 058 (eenduisend agt-en-vyftig) vierkante meter, ook bekend as Kwartelstraat 109, Birch Acres, Kempton Park.

Beskrywing: Sitkamer, two toilette, kombuis, twee badkamers, drie slaapkamers, eetkamer, twee garages en oprit. Alles onder 'n teëldak, omring deur baksteenmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word.
2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.
3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Kempton Park.

Geteken te Kempton Park op die 22ste dag van Oktober 1993.

C. P. Venter, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Saak 1912/92

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

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Franz Friedrich Pellinat**, Eerste Eksekusieskuldenaar, en **Vanessa Clarice Pellinat**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 25 November 1993 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes at deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 598, Esther Park-uitbreiding 1-dorpsgebied, transportakte gehou onder Titelakte T54828/90, grootte 1 000 (eenduisend) vierkante meter, ook bekend as Amatugulustraart 149, Esther Park-uitbreiding 1, Kempton Park.

Beskrywing: Sitkamer, eetkamer, drie slaapkamers, kombuis, twee badkamers, two toilets, alles onder 'n teëldak en die eiendom is omring deur mure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word.
2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.
3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Kempton Park.

Geteken te Kempton Park op die 22ste dag van Oktober 1993.

C. P. Venter, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Saak 11102/91

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

In die saak tussen **Allied Bouvereniging**, 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Elizabeth Magdalena Eygelsheim**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 25 November 1993 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 740, Rhodesfield-uitbreiding 1-dorpsgebied, transportakte gehou onder Titelakte T3754/91, grootte 796 (sewehonderd ses-en-negentig) vierkante meter, ook bekend as Van der Sterstraat 34, Rhodesfield-uitbreiding 1.

Beskrywing: Sitkamer, eetkamer, vier slaapkamers, kombuis, badkamer met toilet, garage, twee karafadake, bediende-kamer met toilet, swembad, geplaveide oprit en alles onder 'n teëldak omring deur baksteenmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word.
2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.
3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Kempton Park.

Geteken te Kempton Park op die 20ste dag van September 1993.

C. P. Venter, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Saak 29572/93

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

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Larry Clinton Gower**, Eerste Eksekusieskuldenaar, en **Jacqueline Christine Gower**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 25 November 1993 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 2464, Birch Acres-uitbreiding 12-dorpsgebied, transportakte gehou onder Titelakte T100738/92, grootte 1 010 (eenduisend-en-tien) vierkante meter, ook bekend as Krombekstraat 16, Birch Acres-uitbreiding 12, Kempton Park.

Beskrywing: Sitkamer, toilet, badkamer, drie slaapkamers, eetkamer, kombuis, alles onder 'n teëldak, omring deur drie betonmure en baksteenmuur.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word.
2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Kempton Park.

Geteken te Kempton Park op die 20ste dag van September 1993.

C. P. Venter, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620.
(Verw. mev. Button.)

Case 4815/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Naude, Jacobus Adriaan**, First Defendant, and **Naude, Frederika Elizabeth**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 25 November 1993 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging:

Portion 1 of Erf 328, Vereeniging Township, Registration Division IQ, Transvaal, measuring 991 m², held by the Defendants under Deed of Transfer, T50586/1991, being 71 Kruger Avenue, Vereeniging.

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

The dwelling consists of lounge, kitchen, pantry, three bedrooms, bathroom/w.c., w.c. and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges. Minimum of R100 (one hundred rand) on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 11th day of October 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account Z56016.) (Ref. Z56016/FCLS/WR/Mr Brewer/djl.); [or refer to Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging (Ref. Mr Bouwman. Tel. 21-3400.)]

Case 59829/90
PH 29

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

In the matter between **N. Mendelow & Company**, Execution Creditor, and **Pedro Bandeira**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, 24 October 1990 and writ of execution, the property listed hereunder which was attached on 25 June 1993, will be sold in execution on Friday, 3 December 1993 at 10:00, in front of the Magistrate's Court-house, Fox Street entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

Erf 36, in the Township of Haddon, Registration Division IR, Transvaal, in extent 990 (nine hundred and ninety) square metres, situated at 21 Rheeder Street, Haddon, Johannesburg.

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

Six bedrooms, two bathrooms, two kitchens, two dining-rooms, two lounges, study, two carports, servants' quarters, enclosed with precast walls, under iron roof.

The conditions of sale contain *inter alia*, the following provisions:

1. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg.

2. 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.

3. Auctioneer's charges, payable on the day of sale, to be calculated as to 4% (four per cent) on the proceeds of the sale.

Dated at Johannesburg this 20th day of October 1993.

Mendelow-Jacobs, Plaintiff's Attorneys, 15th Floor, Glencairn, 73 Market Street, Johannesburg; P.O. Box 6180, Johannesburg, 2000. (Tel. 29-2801.) (Ref. N. Mendelow/T1358.)

Case 6000/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **Pretoria Bank Limited**, Execution Creditor, and **H. A. Nel**, Execution Debtor

The following property will be sold in execution on 25 November 1993 at 10:00, at the Sheriff's Office, 8 Park Street, Kempton Park:

Certain Erf 378, Edleen, Registration Division IR, Transvaal, situated at 61 Modderhill Avenue, Edleen, Kempton Park, measuring 991 (nine hundred and ninety-one) square metres, consisting of lounge, two toilets, family/TV-room, two bathrooms, three bedrooms, kitchen, dining-room, garage, study, driveway, pool, bar, all under a tiled roof. The property is surrounded by precast and brick walls, subject to certain servitudes as held under Deed of Transfer T6684/1992.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Sheriff's Office.

25 October 1993.

Van Rensburg Schoon & Cronje, Die Eike 8, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park, 1620. (Tel. 970-1203.) (Ref. Labuschagne/W405.)

Saak 10263/93

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

In die saak tussen **United Bank**, 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **T. C. Germishuizen**, Eerste Eksekusieskuldenaar, en **T. M. Germishuizen**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 25 November 1993 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 1385, Norkem Park-uitbreiding 2, Transportakte gehou onder Titelakte T90345/92, grootte 991 (negehonderd een-en-negentig) vierkante meter, ook bekend as Bafadistraat 30, Norkem Park-uitbreiding 2, Kempton Park.

Beskrywing: Sitkamer, badkamer, eetkamer, twee toilette, twee slaapkamers, garage, motorafdak, kombuis, familie/TV-kamer, oprit, alles onder 'n teëldak, omring deur betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word.
2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.
3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Kempton Park.

Geteken te Kempton Park op 25 Oktober 1993.

C. P. Venter, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. Button.)

Case 10369/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Graham Gregory Malcom**, First Defendant, and **Graham Marie-Antoinette Marinda**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the sales rooms of the Sheriff for the Supreme Court, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 26 November 1993 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort.

Erf 0148, Princess Agricultural Holdings Extension 3, Registration Division IQ, Transvaal, measuring 1,7133 hectares, held by the Defendants under Deed of Transfer T40831/1992, being 800 Vermooten Street, Princess Agricultural Holdings Extension 3.

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

The dwelling consists of lounge, dining-room, family room, four bedrooms, two bathrooms/w.c., kitchen and laundry.

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z67859/FCLS/WR/Mr Brewer/djl.) (Account Z67859.)

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 **Makhubela Tiny Piet**, First Defendant, and **Makhubela Martha Hilda**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of De Klerk, Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 25 November 1993 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of De Klerk, Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging.

Erf 1845, Three Rivers Township, Registration Division IQ, Transvaal, measuring 996 square metres, held by the Defendants under Deed of Transfer T95382/1992, being 86 Ring Road, Three Rivers, Vereeniging.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, garage, servant's room and shower/w.c.

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

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 11th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72267/FCLS/WR/Mr Brewer/djl.) (Account Z72267.)

Or refer to: Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400.) (Ref. Mr Bouwman.)

Case 2027/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Stephen Luke Minnie** (Identity No. 500208 5046 00 2), First Defendant, and **Henrika Magdalena Treza Minnie**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Klerksdorp, at 87 Carlyle Avenue, Orkney, Klerksdorp, on Wednesday, 24 November 1993 at 10:00, of the undermentioned immovable property of the Defendants on the conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, 11 Teak Avenue, Industrial Sites, Klerksdorp.

Erf 1850, Orkney Registration Division IP, Transvaal, measuring 1 724 square metres, held by the Defendants under Deed of Transfer T60676/1989, being 87 Carlyle Avenue, Orkney, Klerksdorp.

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

The dwelling consists of entrance-hall, lounge, dining-room, family room, three bedrooms, kitchen, pantry, bathroom/w.c., bathroom/shower/w.c., w.c., servant's room, w.c., laundry, garage and swimming-pool.

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

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 11th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z63974/FCLS/WR/Mr Brewer/djl.) (Account Z63974.)

Case 08425/92
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Snyder Stephanus Albertus**, First Defendant, and **Snyder Katrina Beryl**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of De Klerk, Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 25 November 1993 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of De Klerk, Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging.

Erf 314, situated in the Township of Rust-ter-Vaal, Registration Division IQ, Transvaal, measuring 373 square metres, held by the Defendants under Deed of Transfer T24207/1987, being 19 Gesiggie Street, Rust-ter-Vaal, Vereeniging.

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

The dwelling consists of lounge, kitchen, two bedrooms and bathroom/w.c.

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

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 11th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z45563/FCLS/WR/Mr Brewer/djl.) (Account Z45563.)

Or refer to: Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400.) (Ref. Mr Bouwman.)

Case 22833/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Rouhana Leonie**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the Office of the Sheriff of the Supreme Court for Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 23 November 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 239, Kensington "B" Township, Registration Division IR, Transvaal, area 991 square metres, situation 27 Adderley Street, Kensington "B", Randburg.

Improvements (not guaranteed): Single storey dwelling under tiles, seven rooms, kitchen, two and a half bathrooms, separate toilet. Floors: Carpeted/novilon. Outbuildings: Double garage and two staff quarters.

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

Dated at Johannesburg on the 15th day of October 1993.

P. le Mottee, for Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5241. (Ref. P. le Mottee/FN3095.)

Case 67083/93

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

In the matter between **Ursula Brigitta Thomas**, Plaintiff, and **Sixty Minutes CC**, Defendant

In pursuance of a judgment in the Magistrate's Court of Johannesburg, and writ of execution dated 17 August 1993, the goods listed hereunder will be sold in execution to the highest bidder, at Shop 1A, 32 Diagonal Street, Sauer Street, Johannesburg, on 10 November 1993 at 10:00, namely:

Four pink counters (wheels), green chair, big white counter, two woman figure bound lights, two big display units (wheels), big austin safe, chatwood safe, two green counters with drawers, eight glass aluminium show cases and lot loose sundries.

Terms and conditions: Cash only, no cheques accepted.

Signed at Johannesburg on this the 21st day of October 1993.

W. B. J. Zwiegers, for Moss Marsh & Georgiev, Plaintiff's Attorneys, Ground Floor, Marshall Place, 66 Marshall Street, Johannesburg. (Tel. 836-5892.) (Ref. P. O'Donovan/VL/T71.)

Case 18170/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Lourens Pieter Stephanus**, First Defendant, and **Lourens Holly**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sales Rooms of the Sheriff for the Supreme Court, 182 Progress Avenue, Technikon, Roodepoort, on Friday 26 November 1993 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort.

Erf 2403, Witpoortjie Township, Registration Division IQ, Transvaal, measuring 795 (seven hundred and ninety-five) square metres, held by the Defendants under Deed of Transfer T37890/1992, being 31 Van Alkmaar Street, Witpoortjie.

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

The dwelling consists of lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen, garage and w.c.

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. FCLS/WR/Mr Brewer/djl.)

Case 14682/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Fourie Johan Petrus**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sales Rooms of the Sheriff for the Supreme Court, 182 Progress Avenue, Technikon, Roodepoort on Friday, 26 November 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 0659, Wilro Park Extension 6 Township, Registration Division IQ, Transvaal, measuring 1 104 square metres, held by the Defendant under Deed of Transfer T5028/1992, being 79 Naboom Street, Wilro Park Extension 6, Roodepoort.

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

The dwelling consists of entrance-hall, lounge, dining-room, family room, kitchen, two garages, servant's room and w.c.

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70065/FCLS/WR/Mr Brewer/djl.) (Account Z70065.)

Case 18570/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Naidoo Selvan**, First Defendant, and **Naidoo Ispri**, Second Defendant

In the execution of a judgment of the Supreme Court (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, in front of the Magistrate's Court, Van Riebeeck Street, Westonaria, on Friday, 19 November 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff's Offices, and read out prior to the sale:

Erf 2119, Lenasia South Township, Registration Division IQ, Transvaal, measuring 912 (nine hundred and twelve) square metres, held by Deed of Transfer T10558/1992, situated at Erf 2119, Lenasia South Township.

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

Dwelling, three bedrooms, lounge, kitchen, bathroom, and toilet.

The property is zoned Residential.

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

Auctioneer's charges, payable on the date of sale, to be calculated at 5% (five per 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 of R100 (one hundred rand).

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

Karolia - Surtees, Plaintiff's Attorneys, Second Floor, 63 Avenue Road, Fordsburg. (Tel. 838-2395/6/7/8.) (Ref. HGMK/hk/7300.600.)

Case 34072/91**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Singh Remesh**, First Defendant, and **Singh Saloshna**, Second Defendant

In the execution of a judgment of the Supreme Court (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, in front of the Magistrate's Court, Van Riebeeck Street, Westonaria, on Friday, 19 November 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff's Offices, and read out prior to the sale:

Erf 1660, Lenasia South Township, Registration Division IQ, Transvaal, measuring 682 (six hundred and eighty two) square metres, held by Deed of Transfer T2192/1989, situated at 1660 Lenasia South Township.

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

Dwelling, three bedrooms, lounge, kitchen, bathroom and toilet.

The property is zoned Residential.

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

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

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

Karolia - Surtees, Plaintiff's Attorneys, Second Floor, 63 Avenue Road, Fordsburg. (Tel. 838-2395/6/7/8.) (Ref. HGMK/hk/7300.447.)

Case 30872/91**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Moloi Selialia Johannes**, First Defendant, and **Moloi Moroa Alice**, Second Defendant

In the execution of a judgment of the Supreme Court (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, in front of the Magistrate's Court, Van Riebeeck Street, Westonaria, on Friday, 19 November 1993 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff's offices, and read out prior to the sale:

Holding 162, West Rand Agricultural Holdings, Registration Division IQ, Transvaal, measuring 1,4236 (one comma four two three six) hectares, held by Deed of Transfer T36296/1990, situated at Holding 162, West Rand Agricultural Holdings.

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

Dwelling, three bedrooms, lounge, kitchen, bathroom and toilet.

The property is zoned Residential.

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

Auctioneer's charges, payable on the date of sale, to be calculated at 5% (five per 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 of R100 (one hundred rand).

Dated at Johannesburg on this the 24th day of September 1993.

Karolia - Surtees, Plaintiff's Attorneys, Second Floor, 63 Avenue Road, Fordsburg. (Tel. 838-2395/6/7/8.) (Ref. HGMK/hk/7300.376.)

Case 6779/92

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Nxumalo Dungumishi Jim**, Defendant

In the execution of a judgment of the Supreme Court (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, in front of the Magistrate's Court, Van Riebeeck Street, Westonaria, on Friday, 19 November 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff's offices, and read out prior to the sale:

Holding 65, West Rand Agricultural Holdings, Registration Division IQ, Transvaal, measuring 2,2925 (two comma two nine two five) hectares, held by Deed of Transfer T11121/90, situated at Holding 65, West Rand Agricultural Holdings.

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

Dwelling, three bedrooms, lounge, kitchen, bathroom and toilet.

The property is zoned Residential.

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

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

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

Karolia - Surtees, Plaintiff's Attorneys, Second Floor, 63 Avenue Road, Fordsburg. (Tel. 838-2395/6/7/8.) (Ref. HGMK/hk/7300.485.)

Case 1057/93

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

In the matter between **ABSA Bank Limited** (86/04794/06) (Allied Bank Division), Plaintiff, and **Hendrik Petrus Nel** (Id. No. 6803195012084), First Defendant, married in community of property to **Magaretha Nel** (Id. No. 6911170005088), Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton dated 3 March 1993 and writ of execution dated 3 March 1993, the following property will be sold in execution on Wednesday, 24 November 1993 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain Erf 2025, Albertsdal Extension 7 Township, Registration Division IR, Transvaal.

Street address: 19 Platberg Street, Albertsdal, Alberton.

Measuring: 900 square metres.

Held by Deed of Transfer T43394/1991 dated 3 October 1991.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main building: Entrance-hall, lounge, dining-room, kitchen, three bedrooms and bathroom.

Outbuildings: Carport and outside toilet.

1. *Terms:* 10% (ten per centum) of the purchase price in cash at the sale, the balance plus interest at 16,75% (sixteen comma seven five 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 20th day of October 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 4472/93
PH 331

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

In the matter between **E W Balderson Incorporated**, Plaintiff, and **Swanepoel, Catharina Beatrucks**, 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 of the undermentioned property of the Defendant will be held on Thursday, 25 November 1993 at 10:00, by the Sheriff of the Supreme Court, Johannesburg at the Saleroom of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg:

Erf 284, Mayfair West, Registration Division Transvaal, measuring 574 (five hundred and seventy-four) square metres, held by the Defendant under Deed of Transfer T1363/1977.

The property can be described as follows:

Dwelling-house situated at Erf 543, Mayfair West situated at 2 St Domingo Street, Mayfair West, comprising of brick building with corrugated roof, servants quarters, servants toilet and a garage.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale and the unpaid balance together with interest thereon as stated in the conditions of sale, to date of registration of transfer shall be paid or secured by the delivery of an acceptable bank or building society guarantee within 14 (fourteen) days of the date of sale. The full and complete conditions of sale which will be read immediately prior to the sale may be inspected at the offices of the Deputy Sheriff, 131 Marshall Street, Johannesburg.

Signed at Johannesburg this 11th day of October 1993.

G. M. Martin, for Van Hulsteyns, Plaintiff's Attorneys, 11th Floor, 35 Pritchard Street, P.O. Box 46, Johannesburg. (Tel. 833-5817) (Ref. G. M. Martin:FD:C180.)

**Case 20771/93
PH 410**

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Noah Jacob Montgomery**, First Defendant, and **Noah Magdelene Mary**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at 131 Marshall Street, Johannesburg, on Thursday, 18 November 1993 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff's offices, and read out prior to the sale:

Erf 586, Eldoradopark Township, Registration Division IQ, Transvaal, measuring 357 (three hundred and fifty-seven) square metres, held by Deed of Transfer T1976/1981, situated at 35 Sirkon Street, Eldoradopark.

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

Dwelling: Three bedrooms, lounge, kitchen, bathroom and toilet.

The property is zoned Residential.

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

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

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

Karolia - Surtees, Plaintiff's Attorneys, Second Floor, 63 Avenue Road, Fordsburg, P.O. Box 1759, Johannesburg, 2000. (Tel. 838-2395/6/7/8) (Ref. Mr Karolia/7300-678.)

**Case 86755/93
PH 39**

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Nkosi Doli Jotham**, Defendant

In the execution of a judgment of the Magistrate's Court, in the above-mentioned suit, a sale without reserve will be held by the Sheriff, in front of the Magistrate's Court, Van Riebeeck Street, Westonaria, on Friday, 19 November 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff's Offices, and read out, prior to the sale:

Holding 469, West Rand Agricultural Holdings Extension 1, Registration Division IQ, Transvaal, measuring 2,3590 (two comma three five nine nought) hectares, held by Deed of Transfer T70716/89, situated at Holding 469, West Rand Agricultural Holdings Extension 1.

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

Vacant Stand.

The property is zoned Residential.

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

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

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

Karolia - Surtees, Plaintiff's Attorneys, Second Floor, 63 Avenue Road, Fordsburg, P.O. Box 1759, Johannesburg, 2000. (Tel. 838-2395/6/7/8) (Ref. HGMK/hk/7300.514.)

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Petra Simon Mofokeng**, First Defendant, and
Dimakatso Annah Mofokeng, Second Defendant

Pursuant to a judgment granted by the above-mentioned Honourable Court dated 11 August 1993, and warrant of execution served on 13 October 1993, the undermentioned property will be sold on 24 November 1993 at 10:00, at the Sheriff of the Magistrate's Office, Johriahof, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

Certain: All right, title and interest in the leasehold in respect of Erf 1939, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 300 (three hundred) square metres, also known as Site 1939 Moleleki Extension 3, District of Katlehong, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey conventional built residence under tiled roof comprising two bedrooms, lounge, kitchen, bathroom and outside buildings comprising of nil.

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16% (sixteen per cent) per annum, at the time of preparation of these conditions from date of sale to date of payment.

2. The purchaser shall be obliged to pay a deposit of 10% (ten per cent) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Messenger of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

3. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

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

Dated at Bedfordview on this the 20th day of October 1993.

M. D. Yammin, for Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenvue, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/EG LS1285.)

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Mavuso Simon Khanya**, First Defendant, and
Ntombiyokwenzai Elsie Khanya, Second Defendant

Pursuant to a judgment granted by the above-mentioned Honourable Court dated 10 August 1993, and warrant of execution served on 13 October 1993, the undermentioned property will be sold on 24 November 1993 at 10:00, at the Sheriff of the Magistrate's Office, Johriahof, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

Certain: All right, title and interest in the leasehold in respect of Erf 1988, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres, also known as Site 1988, Moleleki Extension 3, District of Katlehong, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey conventional built residence under tiled roof comprising two bedrooms, lounge, kitchen, bathroom and outside buildings comprising of nil.

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16% (sixteen per cent) per annum, at the time of preparation of these conditions from date of sale to date of payment.

2. The purchaser shall be obliged to pay a deposit of 10% (ten per cent) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Messenger of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

3. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

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

Dated at Bedfordview on this the 20th day of October 1993.

M. D. Yammin, for Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenvue, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/EG LS1284.)

Case 6421/93

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Butana Hendrik Dikgetsi**, Defendant

Pursuant to a judgment granted by the above-mentioned Honourable Court dated 22 July 1993, and warrant of execution served on 13 October 1993, the undermentioned property will be sold on 24 November 1993 at 10:00, at the Sheriff of the Magistrate's Office, Johriahof, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

Certain: All right, title and interest in the leasehold in respect of Erf 1927, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres, also known as Site 1927, Moleleki Extension 3, District of Katlehong, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single store conventional built residence under tiled roof comprising two bedrooms, lounge, kitchen, bathroom and outside buildings comprising of nil.

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16,25% (sixteen comma two five per cent) per annum, at the time of preparation of these conditions from date of sale to date of payment.

2. The purchaser shall be obliged to pay a deposit of 10% (ten per cent) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Messenger of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

3. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

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

Dated at Bedfordview on this the 20th day of October 1993.

M. D. Yammin, for Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenvue, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/EG LS1209.)

Case 1918/92

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Morena Kenneth Tshabalala**, First Applicant, married in community of property to **Khabonina Articia Tshabalala**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton dated 23 April 1992, and writ of execution dated 8 September 1993, the following property will be sold in execution on Wednesday, 24 November 1993 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder:

Certain: All right, title and interest in the leasehold in respect of Erf 1243, Othandweni Extension 1 Township.

Street address: 1243 Othandweni Extension 1, measuring 421 square metres, held under Certificate of Registered Grant of Leasehold TL21418/1991 dated 28 May 1991.

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, two bedrooms, bathroom and kitchen. *Outbuildings:* None.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 20,25% (twenty comma two five per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 21st day of October 1993.

B. J. van der Walt & Schoeman, Plaintiff's Attorneys, Allied House, First Floor, 36 The Boulevard, Alberton. (Tel. 907-2329/907-2359.) (Ref. Miss J. Hayward.)

Case 6660/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Guiseppe Zenone**, First Defendant, and **Maria Pia Zenone**, Second Defendant

On 1 December 1993 at 10:00, a public auction will be held at Johriahof, 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 Erf 1216, Brackenhurst Extension 1 Township, also known as 18 Esserman Street, Brackenhurst, Alberton, measuring 1 572 (one thousand five hundred and seventy-two) 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, kitchen, dining-room, entrance-hall, lounge, study, swimming-pool, garage and servants' quarters. The property is enclosed by precast walls.

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 16% (sixteen 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 cent) of the price or one thousand rand (whichever is the greater) together with 4% (four per cent) Sheriff's commission and 14% (fourteen per cent) 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 27th day of October 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/13090/NEDC/Z.)

Case 3861/93

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

In the matter between **First National Bank of SA Ltd**, Plaintiff, and **Hendrik Bartholomeus Crous**, First Defendant, and **Frances Crous**, Second Defendant

On 3 December 1993 at 10:00, a public auction will be held at the Magistrate's Court, Fox Street entrance, Johannesburg, 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 Portion 14 of Erf 714, Elandspark Township, also known as 94 Pauline Smith Crescent, Elandspark, Johannesburg, measuring 920 (nine hundred and twenty) square metres.

Improvements (these improvements are not warranted to be correct and are not guaranteed): A single storey residence consisting of three bedrooms, bathroom, kitchen, dining-room and lounge. There are no outbuildings. The property is enclosed by precast walls.

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 16% (sixteen 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 cent) of the price or one thousand rand (whichever is the greater) together with 4% (four per cent) Sheriff's commission and 14% (fourteen per cent) 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 26th day of October 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/10996/FNB/C.)

Saak 7440/90

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Bpk.**, Eiser, en **Pieter Hendrik Heystek Marx**, Verweerder

Ter uitwinning van 'n vonnis in die landdroshof, Roodepoort, in bogemelde saak op 17 September 1990, sal 'n verkoping gehou word op 26 November 1993 om 10:00, by die verkoopplokaal 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 1531, Roodekrans-uitbreiding 9-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 066 (eenduisend ses-en-sestig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T3470/1988.

Die eiendom wat te koop aangebied word bestaan uit sitkamer, gesinskamer, eetkamer, drie badkamers, drie slaapkamers, gang, kombuis, opwaskamer, dubbelmotorhuis, bediendekamer en siersteenmure onder teëldak. Die eiendom is gesoneer Residensieel 1 en is geleë te Toermalynstraat 7, Roodekrans-uitbreiding 9. Geen waarborg word in hierdie verband gegee nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaelsgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 13de dag van Oktober 1993.

A. M. Claassen, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. AMC/CK/EM0390.)

Case 9224/93

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Johannes Ntja Motloung**, Defendant

Pursuant to a judgment granted by the above-mentioned Honourable Court dated 29 September 1993 and warrant of execution served on 13 October 1993, the undermentioned property will be sold on 24 November 1993 at 10:00, at the Sheriff of the Magistrate's Office, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

Certain Erf 1935, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 300 (three hundred) square metres, also known as Site 1935, Moleleki Extension 3, District of Katlehong, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey conventional built residence under tiled roof comprising two bedrooms, lounge, kitchen, bathroom and outside buildings comprising of nil.

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16,75% (sixteen comma seven five per cent) per annum at the time of the preparation of these conditions from date of sale to date of payment.

2. The purchaser shall be obliged to pay a deposit of 10% (ten per cent) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Messenger of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

3. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

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

Dated at Bedfordview on this 20th day of October 1993.

Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenview, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/EG LS1207.)

Case 321/93

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 **Dankie Ephraim Sepume**, First Defendant, and **Mogafe Akisa Sepume**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 16 February 1993, the following property will be sold in execution on 1 December 1993 at 10:00, at the office of the Sheriff for Krugersdorp Magisterial District, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, viz:

The Defendants' right, title and interest in and to his/her right of leasehold in respect of Erf 9225, Kagiso Township, Registration Division IQ, Transvaal, in extent 248 (two hundred and forty-eight) square metres, for residential purposes, held by the Defendants under Certificate of Registered Grant of Leasehold TL34465/1990, known as 9225 Distiller Street, Kagiso, Krugersdorp.

Upon which is erected a single storied detached dwelling under tiled roof, consisting of three bedrooms, two bathrooms, kitchen, lounge and dining-room.

No guarantee is however given in respect of the foregoing description.

Terms:

R5 000 (five thousand rand) or 10% (ten per cent) of the purchase price (whichever shall be the greater) in cash (or a bank-guaranteed cheque for the said amount in favour of the Sheriff for Krugersdorp Magisterial District) at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building societies guarantee to be delivered within 21 (twenty-one) days, the purchaser to pay transfer costs, rates, ect.

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 and Federal Centre, 52 Von Brandis Street, Krugersdorp.

Case 8492/91

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

In the matter between **The Allied Bank**, Execution Creditor, and **Phillipus Petrus Jacobus Wolmarans**, First Execution Debtor, and **Annette Hazel Virginia Wolmarans**, Second Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 5 May 1992, the following property will be sold in execution by the Sheriff of the Magistrate's Court, Alberton, on Wednesday, 24 November 1993 at 10:00, at Johriahof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder, namely:

Erf 134, Roodekop Township, Registration Division IR, Transvaal, measuring 858 (eight hundred and fifty-eight) square metres, held by Deed of Transfer T14174/1979, and also known as 107 Antelope Avenue, Leondale.

Material conditions of sale:

1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, the conditions of the title deed in so far as these are applicable and further subject to the conditions of sale which are referred to in paragraph 4 hereof.

2. The following improvements on the property are reported, but nothing is guaranteed:

Main building: Dwelling under tiled roof, consisting of entrance-hall, lounge, dining-room, study, kitchen, dressing-room, three bedrooms, bathroom with w.c. and bathroom with w.c. and shower.

Outside buildings: Under iron roof consisting of two garages, servant's room and w.c.

3. 10% (ten per cent) of the purchase price and auctioneer's charges in cash or by way of bank-guaranteed cheque on the day of the sale, and the balance plus interest at 20% (twenty per cent) per annum, payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court, within 21 (twenty-one) days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Alberton, at Johriahof, 4 Du Plessis Road, Alberton, Tel. (011) 869-7138/9.

Dated at Germiston on the 22nd day of October 1993.

L. Steenkamp and P. O. de Lange, for Steenkamp, Du Plessis, Mey & Partners, Execution Creditor's Attorneys, Fourth Floor, Trust Bank Centre, corner of Victoria and Odendaal Streets; P.O. Box 593, Germiston. (Ref. 3013/E. Schoeman.)

Saak 3802/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDBURG GEHOU TE RANDBURG

In die saak tussen **Town Council of Randburg**, Eiser, en **Adri Maryna Mauff**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 26 Maart 1993 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 24 November 1993 om 10:00, te die Landdroskantore, hoek van Selkirk en Jan Smutslaan, Blaigowrie, Randburg, geregtelik verkoop sal word, naamlik:

Erf 212, Robindale-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 388 (eenduisend driehonderd agt-en-tagtig) vierkante meters, ook bekend as Boundaryweg 11, Robindale, Randburg.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Elnarandhof 9, hoek van Selkirk- en Blaigowrierylaan, Blaigowrie, Randburg, ter insae lê en behels onder andere die volgende:

1. 10% (tien persent) van koopsom op datum van veiling.

2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.

3. Besit onderhewig aan enige huurkontrak.

4. Reserwe prys wat op veiling aangekondig sal word.

Gedateer te Randburg op hede die 20ste dag van Oktober 1993.

J. S. Strydom, vir Schwellnus Spies Haasbroek, Tweede Verdieping, Randparkgebou, Doverstraat 20, Randburg; Posbus 1115, Randburg, 2125. (Tel. 886-1800.) (Verw. S2150 H211/93 mnr. Strydom/lb.)

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 26 November 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 (one thousand four hundred and forty-six) 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 precast walls around property.

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

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

Dated at Johannesburg on the 22nd day of October 1993.

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7152-014.)

Saak 3877/93

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

In die saak tussen **Saambou-Bank Beperk**, Eiser, en **Magome Gideon Zwane**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof, gedateer 20 Julie 1993, sal die ondervermelde eiendom op 25 November 1993 om 10:00, deur die Balju Pretoria Noord-Wes, te Olivettihuis 603A, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder geregtelik verkoop word:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 6653, geleë in die woongebied Saulsville-dorp, soos aangetoon op die Algemene Plan L135/87, Registrasieafdeling JR, Transvaal, groot 280 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL21610/89, bekend as Mngunistraat 8, Saulsville.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Woonhuis bestaande uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en aparte toilet.

Sonering: Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Pretoria Noord-Wes, Olivettigebou 202, hoek van Schubart- en Pretoriusstraat, Pretoria, en bevat onder andere die volgende:

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

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 5% (vyf persent) tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum geld van R6 000 met 'n minimum van R100 plus BTW.

Geteken te Pretoria hierdie 13de dag van Oktober 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.)

Saak 08585/92

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

In die saak tussen **ABSA Bank Beperk** (Volkskas, Johannesburg-tak), Eiser, en **Fourie, Louis Johannes**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te Selwynsingel 4, Randhart, op Maandag, 29 November 1993 om 10:00, van die ondervermelde eiendom van die Verweerder wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof van Alberton, voor die verkoping ter insae sal lê:

Sekere Erf 282, Randhart, Registrasieafdeling IR, Transvaal, groot 991 vierkante meter, ook bekend as Selwynsingel 4, Randhart, Alberton.

Die volgende inligting word verskaf in sake verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: 'n Siersteenwoonhuis met teëldak bestaande uit sitkamer, eetkamer, drie slaapkamers, studeerkamer, kombuis, twee baddkamers met toilette, motorhuis, bedienekamer, swembad. Die eiendom is met betonmure omhein.

Terme: Tien persent (10%) van die koopprys en afslaersgelde [5% (vyf persent) op die eerste R20 000 en daarna 3% (drie persent) met 'n maksimum van R6 000 plus BTW] in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bank- of bougenootskap of ander aanneembare waarborg binne 30 (dertig) dae vanaf die datum van verkoping verskaf word.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. SA0809/mnr. Schutte.); Balju, Alberton. [Tel. (011) 869-7138/9.]

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Koen, Louis Jonas**, First Defendant, and **Koen, Linda**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale, without reserve, will be held at the offices of Deputy Sheriff, 131 Marshall Street, Johannesburg, on 25 November 1993 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the offices of Deputy Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 38, Southdale Township, Registration Division IR, Transvaal, measuring 706 square metres, held under Deed of Transfer T56849/92, situated at 8 Merry Lane, Southdale, Johannesburg.

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

Main building: Single detached residential dwelling, six rooms, kitchen and bathroom, brick, plaster, painted walls, concrete, PVC, carpet floors, rhinoboard ceilings, pitched cement tile roof.

Outbuildings: Outbuildings consist of separate single garage, play-room, servants' quarters and toilet, brick, plaster, painted walls, flat corrugated iron roof.

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 are payable on the day of sale, to be calculated as follows: 5% (five per centum) of the proceeds of the sale up to a price of 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).

Date: 22 September 1993.

Lazzara-Leicher, Plaintiff's Attorneys, Second Floor, Balloon House, 39 Vorster Avenue, Glenanda, Johannesburg; P.O. Box 2165, Southdale, 2135. (Tel. 432-3834.) (Ref. Mr Lazzara/gg/F84.)

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Miller, David Matthew**, 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, 9 Elna Randhof, corner of Selkirk and Blairgowrie Drives, Blairgowrie, Randburg, on Tuesday, 23 November 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, 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, study, kitchen, pantry, one and a half bathrooms, shower, garage, servants' room, outside toilet and shower.

Being Stand 408, Sharonlea Extension 10, 17 Ebbehout Street, Sharonlea Extension 10, measuring 800 square metres, Registration Division IQ, Transvaal, held by the Defendant under Title Deed T14508/88.

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 charge R100 (one hundred rand).

Dated at Randburg this 18th day of October 1993.

B. S. Fourie, for Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg; c/o Hugo Venter, Fourth Floor, Himont House, 80 Jorissen Street, Braamfontein. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **Margaret Jacqueline Smith**, Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 14 September 1993 en 'n lasbrief vir eksekusie gedateer 8 September 1993 sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 24 November 1993 om 10:00, deur die Balju vir die Landdroshof te Johria Hof, Du Plessisstraat, Alberton, naamlik:

Sekere Standplaas 61, Verwoerdpark-dorpsgebied, Alberton, Registrasieafdeling IR, Transvaal, ook bekend as Vygiesingel 4, Verwoerdpark, Alberton, groot 991 vierkante meter, gehou deur Margaret Jacqueline Smith onder Akte van Transport T30742/92.

Sonering: Residensieel.

Spesiale gebruiksvergunnings of vrystellings: Geen.

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

Hoofgebou: Gepleisterde buitemure met teëldak bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, TV-kamer, twee badkamers met toilet.

Buitegeboue: Vier motorhuise, bediendekamer met toilet.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 16% (sestien persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingswaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

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

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

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N1905.)

Saak 4530/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **J. L. Khoza**, Eerste Verweerder, en **N. R. Khoza**, Tweede Verweerder, en **J. Masemola**, Derde Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 24 September 1993 en 'n lasbrief vir eksekusie gedateer 21 September 1993 sal die volgende eiendom in eksekusie verkoop word sonder reserve en aan die hoogste bieder op Woensdag, 24 November 1993 om 10:00, deur die Balju vir die Landdroshof te Johria Hof, Du Plessisstraat, Alberton, naamlik:

Sekere Standplaas 1801 (ou No. 899), Likole-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Standplaas 1801 (ou No. 899), Likole-uitbreiding 1-dorpsgebied, groot 330 vierkante meter, gehou deur J. L. Khoza, N. R. Khoza en J. Masemola onder Akte van Transport TL12886/88.

Sonering: Residensieel.

Spesiale gebruiksvergunnings of vrystellings: Geen.

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

Hoofgebou: Gepleisterde buitemure met teëldak bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met toilet.

Buitegeboue: Geen.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 16% (sestien persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingswaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

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

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

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N204.)

Saak 6053/93

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

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Gerrie W. Kruger**, Eerste Eksekusieskuldenaar, en **Mariaan Kruger**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 25 November 1993 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 32, Birchleight-Noord-uitbreiding 3-dorpsgebied, gehou onder Titellakte T24268/92, grootte 1 000 (eenduisend) vierkante meter, ook bekend as Lydiastraat 49, Birchleight-Noord-uitbreiding 3, Kempton Park.

Beskrywing: Sitkamer, drie slaapkamers, twee badkamers, kombuis, twee toilette, opritte, alles onder 'n teeldak, omring deur betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserve verkoop word.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoor ure nagegaan word by die kantoor van die Balju, Kempton Park.

Geteken te Kempton Park op die 22ste dag van Oktober 1993.

C. P. Venter, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Saak 7477/93

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Malesela Nelson Seleka**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 8 Junie 1993 sal die ondervermelde eiendom op 25 November 1993 om 10:00, deur die Balju, Kempton Park, te Parkstraat 8, Kempton Park, aan die hoogste bieder geregtelik verkoop word:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 948, geleë in die dorp Tembisa-uitbreiding 4, Registrasieafdeling JR, Transvaal, groot 328 vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Huurpag TL45519/90, bekend as Hospital View 948, Tembisa-uitbreiding 4, Kempton Park.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Woonhuis bestaande uit 'n eetkamer, kombuis, twee slaapkamers, badkamer en toilet.

Sonering: Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Parkstraat 8, Kempton Park, 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 verstrekkend te word.

(b) Die koper moet afslagselde op die dag van die verkoping betaal teen 5% (vyf persent) tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum geld van R6 000 met 'n mining van R100 plus BTW.

Geteken te Pretoria hierdie 12de dag van Oktober 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 14804/93
PH 376

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

In the matter between **N.B.S. Bank Limited**, Plaintiff, and **Gleeson, Derrick John**, First Defendant, and **Gleeson, Maria Cecillia Magdalena**, Second Defendant

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the property listed hereunder will be sold in execution on Wednesday, 24 November 1993 at 10:00, at 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg to the highest bidder:

Section 58, as described on Sectional Plan SS 383/92, in the scheme known as Marble Arch in respect of the land and building or buildings situated at Morningside Extension 135 Township Sandton Local Authority, of which section the floor area according to the said sectional plan is 99 square metres in extent and an undivided share in the common property in the scheme, held under Deed of Transfer ST105859/92.

No warranty or undertaking is given in relation to the nature of the property, which is described as follows: Simplex apartment comprising lounge, dining-room, hall, kitchen, two bedrooms, bathroom, shower, two w.c.'s, verandah.

The material terms of the sale are:

1. The sale will be held by public auction and without reserve and will be voetstoots.

2. Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Supreme Court's offices, Sandton.

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

4. The purchase price shall be paid as to a deposit of 10% (ten per cent) thereof, together with the auction charges of the Sheriff of the Supreme Court and Value Added Tax (if applicable), both immediately after the sale, in cash or bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at the rate of 18% (eighteen per cent) per annum subject to variation in terms of the rates charged by the Plaintiff from time to time from the date of sale to date of payment, on the preferent creditor's claims to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from date of sale.

5. The property shall be sold subject to any existing tenancy.

6. Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Plaintiff, the deposit referred to in 4. above, without prejudice to any claim against him for damages, alternatively to enforce the sale.

Signed at Sandton on this the 26th day of October 1993.

Hertzberg-Margolis (Sandton), Ninth Floor, Twin Towers West, Sandton City, 2199; P.O. Box 784740, Sandton, 2146. (Tel. 883 2710.) (Ref. Mr W. Fullard.)

Saak 9783/93

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 **Petrus Hermanus van Vreden**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 16 Augustus 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 25 November 1993 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Erf 261, Croydon-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik van Kempton Park, groot 1114 (een duisend een honderd en veertien) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, twee toilette, kombuis, kroeg, twee badkamers, drie slaapkamers, studeerkamer, eetkamer, familie/TV kamer. Buitegeboue bestaan: Twee afdakke, oprit en woonstel.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 25ste dag van Oktober 1993.

N. J. Nel, vir Nel & Oosthuizen, Eerste Verdieping, Gert Nel-gebou, Kemptonweg 20, Kempton Park. (Verw. Mev. Cloete/M186/MIV606.)

Case 21055/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Adel Investments Limited**, First Defendant, and **Andries Marthinus Potgieter**, Second Defendant, and **Drum Rock (Pty) Limited**, Third Defendant, and **Yesteryear Leisure (Pty) Ltd**, Fourth Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), dated 4 May 1993, in the above matter, a sale by public auction will be held at remaining extent of Portion 20 (a portion of Portion 13) of the farm Oog van Boekenhoutskloof 288, District of Cullinan, on Friday, 26 November 1993 at 14:00, upon the conditions which may be inspected at the offices of the Sheriff of the Supreme Court, Cullinan, and which conditions will be read by him before the sale of the following property owned by the First Defendant:

Remaining extent of Portion 20 (portion of Portion 13) of the farm Oog van Boekenhoutskloof of Tweefontein 288, Registration Division JR, Transvaal.

Measuring: 42,8266 hectares.

Held by: The First Defendant by virtue of Deed of Transfer T17637/1983, also known as the Le Chateau Hotel.

The above property is a hotel consisting of 15 suites, a banquet hall seating 200, a restaurant, bar, two lounges, commercial kitchen, reception area and dungeon. It is fully licensed.

Terms: 10% (ten per centum) of the purchase price, in cash, on the date of sale, the balance against transfer, to be secured by an approved bank or building society guarantee to be furnished within 14 (fourteen) days after the date of sale.

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

R. F. Gillett, for Solomon Nicolson Rein & Verster Inc., Attorneys for Plaintiff, Seventh Floor, NBS Building, 259, Pretorius Street, Pretoria. [Tel. (012) 325-2461.] (Ref. R. F. Gillett/G3490.)

IN DIE LANDDROSHOF VIR DIE DISTRIK BOLOBEDU GEHOU TE GA-KGAPANE

In die saak tussen **Lannie Motors (Edms.) Bpk.**, Eiser, en **S. M. Mabelane**, handeldrywend as Kgapane Driving School, Verweerder

Uit kragte van 'n vonnis van die Landdros Ga-Kgapane, en kragtens 'n lasbrief vir eksekusie gedateer 4 Desember 1992, sal die volgende eiendom per publieke veiling op Donderdag, 2 Desember 1993 om 15:00, voor die Landdroskantoor, Ga-Kgapane aan die hoogste bieder verkoop word, naamlik: Erf 670, Ga-Kgapane.

Vernaamste voorwaardes:

1. Die eiendom sal sonder reserwe en onderworpe aan die bepalings van die Wet op Landdroshowe en reëls aan die hoogste bieder verkoop word.

2. Die koper betaal 10% (tien persent) van die koopsom onmiddellik na die verkoping aan die Balju en die balans word verseker by wyse van 'n bank- of bouverenigingswaarborg, betaalbaar teen oordrag van die eiendom in die naam van die koper en wat afgelewer word by die eiser se prokureurs binne 14 (veertien) dae na die datum van verkoping.

Voorwaardes van verkoop sal gedurende kantoorure by die kantore van die Balju, ter insae lê.

A. E. Rech, vir Joubert & May, Posbus 35, Tzaneen, 0850.

Saak 3204/93

IN DIE LANDDROSHOF VIR DIE DISTRIK EVANDER GEHOU TE EVANDER

In die saak tussen **Eerste Nasionale Bank Beperk**, Eiser, en **Ernest William Wardell**, Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 30 Augustus 1993, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornelliweg 21, Evander, op Woensdag, 24 November 1993 om 12:00, aan die hoogste bieder, naamlik:

Erf 86, Kinross-uitbreiding 2-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 1 369 (eenduisend driehonderd nege-en-sestig) vierkante meter, gehou kragtens Akte van Transport T56002/88, beter bekend as hoek van Spain- en Derdestraat, Kinross.

Terme: Tien persent (10%) van die koopprijs in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, versekureer te word deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 (een-en-twintig) dae daarna, asook 4% (vier persent) afsalerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Cornelliweg 21, Evander, besigtig word.

Geteken te Secunda hierdie 26ste dag van Oktober 1993.

E. J. Louw, vir Els Prokureurs, Prokureurs vir Eiser, Checkersgebou, Posbus 47, Secunda. (Tel. 34-7788/34-7739.) (Verw. mev. Louw/eh.)

Saak 3260/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **NBS Bank Beperk**, Eiser, en **Andre Willem Opperman Potgieter**, Eerste Verweerder, en **Lolita Potgieter**, Tweede Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 7 September 1993, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornelliweg 21, Evander, op Woensdag, 24 November 1993 om 12:00, aan die hoogste bieder, naamlik:

Erf 5381, Secunda-uitbreiding 16-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 988 (negehonderd agt-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T20337/91, ook bekend as Buchananstraat 16, Secunda.

Terme: Tien persent (10%) van die koopprijs in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, versekureer te word deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 (een-en-twintig) dae daarna, asook 4% (vier persent) afsalerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Cornelliweg 21, Evander, besigtig word.

Geteken te Secunda hierdie 20ste dag van Oktober 1993.

E. J. Louw, vir Els Prokureurs, Prokureur vir Eiser, Checkersgebou, Posbus 47, Secunda. (Tel. 34-7788/34-7739.) (Verw. mev. Louw/eh.)

Case 9318/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Helen Muriel Sylvia Chair**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 21 September 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 26 November 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 174, Delmore Park Extension 2 Township, situated on 25 Tuna Street, Delmore Park Extension 2, in the Township of Delmore Park Extension 2, District of Boksburg, measuring 322 (three hundred and twenty-two) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising lounge, kitchen, two bedrooms and bathroom with 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 25th day of October 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. AF6358/Mrs Teixeira.)

Case 8910/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BENONI HELD AT BENONI**

In the matter between **United Bank**, a division of ABSA Bank Limited (Reg. No. 86/04794/06), Plaintiff, and
Engela Johanna Dorothea Vogel N.O., Defendant

In pursuance of a judgment in the court for the Magistrate of Benoni, on 6 September 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 1 December 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 5262, Benoni Extension 16 Township, situated on 37 Umgeni Road, in the Township of Benoni Extension 16, District of Benoni Extension 16, measuring 1 514 (one thousand five hundred and fourteen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising of an entrance-hall, lounge, dining-room, family room, five bedrooms, bathroom, w.c., kitchen, w.c., store-room, garage, servant's room, w.c. and swimming-pool.

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

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

Dated at Boksburg on this 25th day of October 1993.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. Mrs Teixeira/AU0240.)

Case 12212/92**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Cerqueira, Julio Cesar Rato Machado**, 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 25 November 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 Erf 294, Suideroord Township, also known as 113 Potgieter Street, Suideroord, measuring 613 (six hundred and thirteen) square metres.

Improvements consisting of the following:

Main building: Area 105 square metres.

Comprising: Entrance hall, lounge, dining-room, three bedrooms, kitchen, bathroom/w.c. and separate shower.

Constructed of brick under tile roof.

Outbuilding: Area 20 square metres.

Comprising garage, w.c., concrete drives and yard walls.

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

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

5% (five per cent) on the proceeds of the sale price 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 R50 (fifty rand).

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

Olivier & O'Connor, Plaintiff's Attorneys, 42 Mentz Street, Booyens. (Tel. 433-3810.) (Ref. Mr O'Connor.)

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

In the matter between **First National Bank of South Africa Limited**, Plaintiff, and **Vermaak, Jacobus Johannes**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale will be held at the sale rooms of the Sheriff, 182 Progress Road, Technikon, District of Roodepoort, at 10:00, on 26 November 1993, in respect 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 Deputy Sheriff, Roodepoort, prior to the sale:

The property will be sold to the highest bidder and the sale shall be sold for rands and no bid for less than R10,00 shall be accepted.

The property is Erf 364, Bergbron Extension 4 Township, Registration Division IQ, Transvaal, measuring 1 014 (one thousand and fourteen) square metres, held by Deed of Transfer T56652/1992, subject to the conditions, servitudes and reservation of mineral rights therein contained.

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

House of consisting of lounge, dining-room, two bathrooms, three bedrooms, passage, kitchen and a single garage.

Terms: Ten per cent (10%) of the purchase price in cash on the day of sale. The balance payable against registration of transfer to be secured by bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from 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 charge R100 (one hundred rand).

M. A. Goldberg, for Michael A. Goldberg, Plaintiff's Attorney, Second Floor, Leebram House, corner of Biccard and Jorissen Streets, Braamfontein, Johannesburg. (Tel. 403-2861.) (Fax: 403-2672.) (Ref. MG/MD/F77.)

Saak 3813/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Pieter Daniel Langenhoven**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 27 Augustus 1993, sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag, 26 November 1993 om 10:00, te Landdroskantoor, Nelspruit, naamlik:

Gedeelte 20, Erf 1463, Sonheuvel-uitbreiding 1, Registrasieafdeling JT, Transvaal, ook bekend as Polvystraat 27, Nelspruit, groot 1 401 vierkante meter.

Verbeterings (nie waarborg nie): Die hoofwoonhuis bestaan uit grasdakhuis met houtvensterrame en klipmure, sitkamer, eetkamer, gesinskamer, privaatkamer, vier slaapkamers, twee badkamers, kombuis en twee motorhuise. Daar is ook 'n grasdaklapa met playeisel en 'n onvoltooide swembad.

Verkoopvoorwaardes:

1. Die eiendom sal voetstoots aan die hoogste bieder 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, Nelspruit, van Posbus 155, Nelspruit, 1200, met telefoonnommer (01311) 2-3466 asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 28ste dag van Oktober 1993.

M. G. Pienaar, vir Swanepoel & Vennote, Vyfde Verdieping, Proromgebou, Brownstraat, Posbus 1300, Nelspruit. (Verw. mnr. Pienaar/EE/S42/93.)

Case 76637/92

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

In the matter between **Saambou National Building Society**, Execution Creditor, and **Teboha Eseu Mokoena**, Execution Debtor

In pursuance of a judgment of the Magistrate's Court, for the District of Johannesburg, granted on 11 September 1992, and a warrant of execution dated 1 October 1992 the following fixed property will be sold in execution on Friday, 26 November 1993, at Sheriff, Roodepoort, 182 Progress Avenue, Technikon, Roodepoort, at 10:00, to the highest bidder:

Property Site No. 11100, Dobsonville Extension 2 Township, situated at 11199 Dobsonville Extension 2, size 260 square metres, held by Deed of Transfer TL11499/1991.

Description: Lounge, bathroom, three bedrooms, passage and kitchen.

Terms and conditions of sale:

The property is sold subject to the provisions of the Group Areas and Magistrates' Courts Act. 10% (ten per cent) of the purchase price is payable in cash on conclusion of the sale and the balance against registration of transfer in the name of the purchaser, to be secured by an acceptable guarantee to be furnished to the Sheriff of the Magistrate's Court, Roodepoort, within fourteen (14) days of the date of sale.

The following information is brought to the attention of the prospective purchaser, but nothing is guaranteed:

Lounge, bathroom, three bedrooms, passage and kitchen, 11199 Dobsonville Extension 2.

The full conditions of sale which shall be binding upon the purchaser may be inspected at the office of the Sheriff of the Magistrate's Court, Roodepoort, 182 Progress Avenue, Technikon, Roodepoort.

Dated at Johannesburg on this 27th day of October 1993.

Kok & Hendrikse, Eighth Floor, Saambou Building, 130 Commissioner Street, P.O. Box 4523, Johannesburg. (Tel. 331-7754.) (Fax: 331-5846.) (Ref. Mr Du Plessis/wb/S833.)

Case 16116/93
PH 128

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Corelinvestments CC** (CK90/21728/23), First Defendant, and **Van Rooyen, Corell**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held on the steps of the main entrance at No. 2 Northview, 45 Richards Drive, Halfway House, Midrand, on Wednesday, 24 November 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, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Midrand at Unit 2, Northview, 45 Richard Drive, Halfway House, prior to the sale:

Portion 16 of Erf 94, Kelvin Township, Registration Division IR, Transvaal, being 9 Hammonia Way, Kelvin, measuring 2 216 square metres.

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

Dwelling-house consisting of lounge, dining-room, two bedrooms, bathroom and toilet and kitchen. Two servants' rooms, shower and toilet.

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

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

Dated at Johannesburg on this the 12th day of October 1993.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 407850.)

Case 14557/93
PH 124

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **David Quentin Bayley**, First Defendant, and **Sara Marlene Busch**, Second Defendant

A sale without reserve will be held at the Sheriff's Office, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, at 10:00, on Wednesday, 24 November 1993, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff prior to the sale.

Erf 17, River Club Township, Registration Division IR, Transvaal, being 5 Borrowdale Street, River Club, measuring 2 007 square metres.

Improvements described hereunder are not guaranteed.

Main building: Entrance hall, lounge, dining-room, family room, four bedrooms, two bathrooms, kitchen, scullery, cloak-room and dress room.

Outbuildings: Two garages, cottage, servants room, store-room and bathroom/w.c.

Terms: 10% (ten per centum) deposit on sale, balance by acceptable guarantee or cash within 4 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 18th day of October 1993.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatvedt/Id.)

Case 8532/93
PH 124IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited**, Plaintiff, and **Robin Bradford Watson**, Defendant

A sale without reserve will be held at the Sheriff's Office, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, at 10:00, on Wednesday, 24 November 1993, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff prior to the sale.

Portion 10 of Erf 173, Magaliessig Extension 9 Township, Registration Division IQ, Transvaal, being 11 Cornmarsh Way, Magaliessig Extension 9, measuring 420 square metres.

Improvements described hereunder are not guaranteed.

Main building: Entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms, w.c., kitchen and scullery.

Outbuildings: Two garages, servant's room and w.c./shower.

Terms: 10% (ten per centum) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 20th day of October 1993.

K. J. Braatvedt, for Smith, Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatvedt/Id.)

Case 8534/93
PH 124IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited**, Plaintiff, and **Gianfrancesco Brombin**, First Defendant, and **Maria Rosa Brombin**, Second Defendant

A sale without reserve will be held at the Sheriff's Office, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, at 10:00, on Wednesday, 24 November 1993, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff prior to the sale:

Erf 2, Kyalami Estate Township, Registration Division JR, Transvaal, being Stand 0002, Kyalami Estate, measuring 1 000 square metres.

Improvements described hereunder are not guaranteed.

Main building: Vacant land.

Terms: 10% (ten per centum) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 18th day of October 1993.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatvedt/Id.)

Case 8107/93
PH124IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited**, Plaintiff, and **Cliff Lionel Valente**, First Defendant, and **Barbara-Lee Augusta Valente**, Second Defendant

A sale without reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg, at 10:00 on Thursday, 25 November 1993, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff prior to the sale:

Erf 1144, Orange Grove Township, Registration Division IR, Transvaal, being 54 Eight Avenue, Orange Grove, Johannesburg, measuring 495 square metres.

Main buildings: Entrance hall, lounge, three bedrooms, bathroom/shower, w.c., kitchen and scullery.

Outbuildings: Garage, servant's room, w.c., store-room.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 19th day of October 1993.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatvedt/Id.)

Case 13644/93
PH124IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited**, Plaintiff, and **Peter John Ronbeck**, Defendant

A sale without reserve will be held at the Sheriff's Office, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on Wednesday, 24 November 1993, at 10:00, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff prior to the sale:

Section 2, Sandalwood Morningside Extension 40 Township, being Flat 2, Sandalwood, 115 Bally Clare Drive, Morningside Extension 40, measuring 168 square metres.

Improvements described hereunder are not guaranteed:

Main building: Lounge, dining-room, three bedrooms, two bathrooms and kitchen.

Outbuildings: Garage.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 (fourteen) days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 19th day of October 1993.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatvedt/Id.)

Case 13648/93
PH124IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited**, Plaintiff, and **Gilles Robert Pierre Maggiola**, Defendant

A sale without reserve will be held at the Sheriff's Office, Unit 2 Northview, 45 Richards Drive, Halfway House, Wednesday, 24 November 1993, at 14:30, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff prior to the sale:

Portion 5 of Erf 67, Kelvin Township, Registration Division IR, Transvaal, being 5/67 President Way, Kelvin, measuring 2 008 square metres.

Improvements described hereunder are not guaranteed.

Main building: Entrance hall, lounge, dining-room, family room, three bedrooms, bathroom, kitchen and scullery.

Outbuildings: Two garages, servant's room and bathroom/w.c.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 19th day of October 1993.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatvedt/Id.)

Case 10574/93
PH124IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited**, Plaintiff, and **Nora Theodora Simonne Ghislaine Thiange**, First Defendant, and **Peter Hugh Thiange**, Second Defendant

A sale without reserve will be held at the Sheriff's Office, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, at Wednesday, 24 November 1993, at 10:00, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Erf 6, Kyalami Estate Township, Registration Division JR, Transvaal, being Erf 6, Kyalami Estate Township, measuring 1 354 square metres.

Improvements described hereunder are not guaranteed.

Main building: Vacant land.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 18th day of October 1993.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatvedt/Id.)

Case 27785/92
PH 176

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

In the matter between **City Council of Johannesburg**, Plaintiff, and **Da C. Ferreira C. J.**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 18 June 1992, the property listed hereunder will be sold in execution, on Friday, 3 December 1993, at 10:00, in front of the Magistrate's Court, Fox Street Entrance, Johannesburg, namely:

Erf 241, Oakdene Extension 1, measuring 2 162 square metres, situated at 14 Tafelberg Drive, Oakdene Extension 1, Johannesburg, held by Deed of Transfer T18066/1982, consisting of a three bedroomed dwelling under tiled roof, kitchen, lounge, dining-room and two bathrooms, servants' quarters, double garage and brick walls surrounding property, but nothing is guaranteed.

And take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, and contain *inter alia* the following provisions.

1. Ten per cent (10%) of the purchase price in cash on the day of the sale.
2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.
3. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) on the proceeds of sale.
4. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the Title Deeds in so far as these are applicable.

Dated at Johannesburg on 1 October 1993.

C. L. de Ceglie, for Moodie & Robertson, Fifth Floor, African Life centre, 111 Commissioner Street, Johannesburg; P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 333-6114]. (Ref. Ir/R1412-2175.)

Case 114613/92
PH 176

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

In the matter between **City Council of Johannesburg**, Plaintiff, and **Emmanuel G. P. R.**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 22 December 1992, the property listed hereunder will be sold in execution on Friday, 3 December 1993, at 10:00, in front of the Magistrate's Court, Fox Street entrance, Johannesburg, namely:

Erf 2480, Eldoradopark Extension 3, measuring 492 square metres, situated at 26 Boekenhout Crescent, Eldoradopark Extension 3, Johannesburg, held by Deed of Transfer T20600/1984, consisting of a two-bedroomed dwelling under corrugated roof, kitchen, dining-room and a bathroom, servants' quarters, carport and prefab walls surrounding property, but nothing is guaranteed.

And take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg and contain *inter alia* the following provisions:

1. Ten per cent (10%) of the purchase price in cash on the day of the sale.
2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.
3. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) on the proceeds of sale.
4. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the Title Deeds in so far as these are applicable.

Dated at Johannesburg on 1 October 1993.

C. L. de Ceglie, for Moodie & Robertson, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg; P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 333-6114.] (Ref: CB/R1511-1325.)

Case 87178/92
PH 176

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

In the matter between **City Council of Johannesburg**, Plaintiff, and **Nel M.**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 5 April 1993, the property listed hereunder will be sold in execution on Friday, 3 December 1993 at 10:00, in front of the Magistrate's Court, Fox Street entrance, Johannesburg, namely:

Erf 6354, Eldoradopark Extension 6, measuring 453 square metres, situated at 1 Joe Halim Road, Eldoradopark, Johannesburg, held by Deed of Transfer T46666/1989, consisting of a two-bedroomed dwelling under corrugated roof, lounge, kitchen, bathroom and garage, but nothing is guaranteed.

And take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg and contain *inter alia* the following provisions.

1. Ten per cent (10%) of the purchase price in cash on the day of the sale.
2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.
3. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) on the proceeds of sale.
4. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

Dated at Johannesburg on the 23rd day of September 1993.

C. L. de Ceglie, for Moodie & Robertson, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg; P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 333-6114.] (Ref: Ir/R1908-8134.)

Case 13311/92
PH 176

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

In the matter between **City Council of Johannesburg**, Plaintiff, and **Vermeulen Charmaine Anne**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 5 April 1993, the property listed hereunder will be sold in execution on Friday, 3 December 1993 at 10:00, in front of the Magistrate's Court, Fox Street entrance, Johannesburg, namely:

Erf 721, Turffontein, measuring 495 square metres, situated at 22 Biccard Street, Turffontein, Johannesburg, held by Deed of Transfer T44847/1987, consisting of a three-bedroomed dwelling under corrugated roof, kitchen, lounge, dining-room, bathroom, garage and servants' quarters with painted walls which surround property, but nothing is guaranteed.

And take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg South 100 Sheffield Street, Turffontein, Johannesburg and contain *inter alia* the following provisions:

1. Ten per cent (10%) of the purchase price in cash on the day of the sale.
2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.
3. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) on the proceeds of sale.
4. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

Dated at Johannesburg on the 1st day of October 1993.

C. L. de Ceglie, for Moodie & Robertson, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg; P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 333-6114.] (Ref: Ir/Rj0912-2539.)

Case 15088/93
PH 124

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

In the matter between **Eskom Finance Company (Proprietary) Limited**, Plaintiff, and **Nkambula, John Phina**, Defendant

In the execution of the judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without a reserve price will be held in front of the Magistrate's Court, Delville Street, on 26 November 1993 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, in front of the Magistrate's Court, Delville Street, Witbank, prior to the sale, of the undermentioned property situated at:

Erf 1136, Kwa-Guqa Extension 3 Township, Registration Division JS, Transvaal, measuring 250 (two hundred and fifty) square metres, held by Deed of Transfer TL79481/1989, which is zoned as Residential and consists of (not guaranteed): A dwelling, lounge, dining-room, kitchen, three 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 12th day of October 1993.

S. H. Treisman, for Hofmeyr Van der Merwe Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. (Ref. Mr Treisman/Mrs Stratis.)

Case 129910/92
PH 176

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

In the matter between **City Council of Johannesburg**, Plaintiff, and **Ellapen J.**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 11 March 1993, the property listed hereunder will be sold in execution on Friday, 3 December 1993 at 10:00, in front of the Magistrate's Court, Fox Street-entrance, Johannesburg, namely:

Erf 3529, Lenasia Extension 2, measuring 317 square metres, situated at 49 Camelia Avenue, Lenasia Extension 2, Johannesburg, held by Deed of Transfer T19352/1977, consisting of a two bedroomed dwelling under asbestos roof, kitchen, lounge, bathroom, carport and outer building with bedroom, kitchen and bathroom, and walls surrounding property, but nothing is, guaranteed.

And take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, and contain *inter alia* the following provisions:

1. Ten per cent (10%) of the purchase price in cash on the day of the sale.
2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.
3. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) on the proceeds of sale.
4. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

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

C. L. De Ceglie, for Moodie & Robertson, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg; P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 333-6114.] (Ref. CB/R1712-1825.)

Case 92295/92
PH 176

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

In the matter between **City Council of Johannesburg**, Plaintiff, and **K. N. Hendricks**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 5 November 1992, the property listed hereunder will be sold in execution on Friday, 3 December 1993 at 10:00, in front of the Magistrate's Court, Fox Street-entrance, Johannesburg, namely:

Erf 2655, Eldoradopark Extension 3, measuring 336 square metres, situated at 42 Kamassie Street, Eldoradopark Extension 3, Johannesburg, held by Deed of Transfer T3491/1990, consisting of two bedroomed dwelling under corrugated roof, kitchen, lounge, bathroom and walls surrounding, but nothing is, guaranteed.

And take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, and contain *inter alia* the following provisions:

1. Ten per cent (10%) of the purchase price in cash on the day of the sale.
2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.
3. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) on the proceeds of sale.
4. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

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

C. L. De Ceglie, for Moodie & Robertson, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg; P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 333-6114.] (Ref. CB/R1509-8202.)

Case 91189/91
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 **Goeieman A. E.**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 2 July 1992, the property listed hereunder will be sold in execution on Friday, 3 December 1993 at 10:00, in front of the Magistrate's Court, Fox Street-entrance, Johannesburg, namely:

Erf 6536, Eldoradopark Extension 6, measuring 357 square metres, situated at 58 Daniel Myburg Road, Eldoradopark Extension 6, Johannesburg, held by Deed of Transfer T51151/1988, consisting of three bedroomed dwelling under corrugated roof, kitchen, lounge, bathroom, lock-up garage and painted walls surrounding property, but nothing is, guaranteed.

And take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, and contain *inter alia* the following provisions:

1. Ten per cent (10%) of the purchase price in cash on the day of the sale.

2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.

3. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) on the proceeds of sale.

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

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

C. L. De Ceglie, for Moodie & Robertson, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg; P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 333-6114.] (Ref. CB/R1709-9840.)

Case 7367/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff/Execution Creditor, and **Rodney Hugh Scott**, Defendant/Execution Debtor

In pursuance of a judgment dated 9 August 1993 in the above Honourable Court and a warrant of execution, the following property will be sold in execution at the Sale Rooms of the Sheriff for Roodepoort, 182 Progress Avenue, Technikon, Roodepoort, on 26 November 1993 at 10:00, to the highest bidder, viz:

Erf 306, Strubensvallei Extension 1 Township, Registration Division IQ, Transvaal, in extent 1 130 (one thousand one hundred and thirty) square metres, held by Deed of Transfer T31683/88.

The following information is furnished although no guarantee in regard thereto can be given:

Lounge, family room, dining-room, study, three bathrooms, three bedrooms, passage, kitchen, scullery/laundry, studio (two toilets plus showers), closed stoep, servants' quarters plus toilet, store-room, double garage, brick and cement boundary walling, thatched roof, wooden framed windows and plastered walls.

Terms: A cash deposit of 10% (ten per centum) of the purchase price at the time of the sale unless otherwise agreed to by the Execution Creditor and the Sheriff and the balance plus interest against registration of transfer to be secured by a bank or building society guarantee in favour of the Sheriff in a form acceptable to the Execution Creditor's conveyancer to be furnished to the Execution Creditor's conveyancer within 30 (thirty) days of the date of sale.

The conditions of sale may be inspected during office hours at the sale rooms of the Sheriff for Roodepoort at 182 Progress Avenue, Technikon, Roodepoort.

Dated at Florida this 20th day of October 1993.

Richard F. Reed, 1 Penelope Avenue, corner of Gordon Road, Florida North; P.O. Box 146, Florida Hills, 1716. (Tel. 472-3560/1/2/3.)

Case 15738/91

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Hendrik Manus Botha**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Randburg in the above-mentioned suit, a sale will be held at the office of the Sheriff of Roodepoort, 183 Progress Road, Technikon, on Friday, 26 November 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 Magistrate's Court, Roodepoort:

Erf 2365, Weltevredenpark Extension 12, Registration Division IQ, Transvaal, measuring 1 406 (one thousand four hundred and six) square metres, held by Deed of Transfer T1313/88, and situated at 30 Kronton Street, Weltevredenpark Extension 12, Roodepoort.

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

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

4% (four per centum) on the proceeds of the sale. Minimum charges R50 (fifty rand).

Dated at Randburg this day of October 1993.

Van Rooyens Inc., Plaintiff's Attorneys, 3 Berkeley Avenue, Bryanston; P.O. Box 68373, Bryanston, 2021. (Tel. 706-7128.) (Ref. Mrs van Rooyen.)

Case 15089/93 PH 124

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

In the matter between **Eskom**, Plaintiff, and **Mahlangu, Nkonjane Jan**, Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without a reserve price will be held at 17 Caledon Street, Standerton, on 24 November 1993 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, 17 Caledon Street, Standerton, prior to the sale, of the undermentioned property situated at:

Erf 633, Thuthukani Township, Registration Division IS, Transvaal, measuring 357 (three hundred and fifty-seven) square metres, held by Deed of Transfer T39116/91, which is zoned as residential and consists of (not guaranteed):

Dwelling: Dining-room, kitchen, two bedrooms and bathroom/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 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 12th day of October 1993.

S. H. Treisman, for Hofmeyr Van der Merwe Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. (Ref. Mr Treisman/Mrs Stratis.)

**Case 16109/93
PH 124**

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

In the matter between **Eskom Finance Company (Proprietary) Limited**, Plaintiff, and **Masangane, Oupa Soul**, First Defendant, and **Masangane, Mamohang Martha**, Second Defendant

1. In the execution to the judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without a reserve price will be held at Magistrate's Court, Begemann Street, on 26 November 1993 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, Magistrate's Court, Begemann Street, Heidelberg, prior to the sale, of the undermentioned property situated at:

Erf 1461, Ratanda Township, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, held by Certificate of Registered Grant of Leasehold TL73101/88, which is zoned as residential and consists of (not guaranteed):

A dwelling: Lounge, kitchen, three 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 bond rates payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

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

2.2.2 Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 12th day of October 1993.

S. H. Treisman, for Hofmeyr Van der Merwe Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. (Ref. Mr Treisman/Mrs Stratis.)

Case 750/93

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Willem Johannes Coetzee**, Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 25 November 1993 at 10:00, of:

Portion 15 of Erf 518, situated in the town Claremont (Pretoria), Registration Division JR, Transvaal, measuring 650 (six hundred and fifty) square metres, known as 1016 Commercial Street, Claremont.

Particulars are not guaranteed:

Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom, pantry, study, carport, servant's room and toilet.

Inspect conditions at Sheriff, Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-351281/JAA/J. S. Herbst.)

Case 63142/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Raymond George Scheepers**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 24 November 1993 at 10:00:

Erf 1077, Moreletapark Extension 15 Township, Registration Division JR, Transvaal, measuring 1 013 (one thousand and thirteen) square metres, known as 693 Blouhaak Street, Moreletapark.

Particulars are not guaranteed:

Dwelling: Lounge, dining-room, family room, kitchen, three bedrooms and two bathrooms, two carports, staff-room and toilet.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 x 314.) (Ref. N1/B-387517/JAA/M. Oliphant.)

Saak 7785/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Peter Ramonne Mochekele**, Eerste Eksekusieskuldenaar, en **Nomsisi Maureen Mochekele**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 10 Augustus 1993 en 'n lasbrief vir eksekusie gedateer 21 September 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, 10 Desember 1993 om 11:00:

Die reg, titel en belang in huurpag van Erf 21589, Tsakane-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 268 (twee honderd agt-en-sestig) vierkante meter, geleë te Erf 21589, Tsakane-uitbreiding 11-dorpsgebied.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie:

'n Enkelverdiepingwoonhuis bestaande uit sitkamer, eetkamer, drie slaapkamers, badkamer en kombuis.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju, Prince Georgelaan 439, Brakpan.
2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepaling van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.
3. Koopprijs is soos volg betaalbaar:
 - 3.1 Deposito van 10% (tien persent) van die koopprijs is betaalbaar onmiddellik na die verkoping.
 - 3.2 Die balans van die koopprijs tesame met rente moet binne 14 (veertien) dae by wyse van 'n bank of bouvereniging verseker word.

Gedateer te Benoni hierdie 28ste dag van Oktober 1993.

C. de Heus, vir Du Plessis, De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni, 1500. (Tel. 422-2435.)

Saak 10068/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Philemon Mahlalela Mazibuko**, Eerste Eksekusieskuldenaar, en **Poppy Emelina Mazibuko**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 9 September 1993 en 'n lasbrief vir eksekusie gedateer 21 September 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, 10 Desember 1993 om 11:00:

Die reg, titel en belang in huurpag van Erf 18744, Tsakane-uitbreiding 8-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 280 (tweehonderd en tagtig) vierkante meter, geleë te Erf 18744, Tsakane-uitbreiding 8-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 bepaling van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.
3. Koopprijs is soos volg betaalbaar:
 - 3.1 Deposito van 10% (tien persent) van die koopprijs is betaalbaar onmiddellik na die verkoping.
 - 3.2 Die balans van die koopprijs tesame met rente moet binne 14 (veertien) dae by wyse van 'n bank of bouvereniging verseker word.

Gedateer te Benoni hierdie 28ste dag van Oktober 1993.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni, 1500. (Tel. 422-2435.)

Case 15762/93

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Willie Rakgalakane**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Witbank, at the Magistrate's Court, Delville Street, Witbank, Transvaal, on 26 November 1993 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Witbank, 3 Rhodes Street, Witbank, Transvaal, and which will be read by him at the time of the sale, of the following property owned by Defendant:

Erf 379, KwaGuqa Extension 2 Township, Registration Division JS, Transvaal, measuring 375 (three hundred and seventy-five) square metres, held by the Defendant under Deed of Transfer TL9886/91.

This property is situated at Stand 379, KwaGuqa Extension 2, Witbank, Transvaal.

The property is improved as follows:

Lounge, two bedrooms, toilet, kitchen and bathroom.

Single storey dwelling house.

No guarantee is given to the nature and extent of the property or as to the improvements on the property.

Terms:

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

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

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/MT.)

Saak 7977/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Milne Deon Bredenkamp**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Roodepoort gehou te Roodepoort in bovermelde saak op 16 Augustus 1993, sal 'n verkoping van die volgende eiendom deur die Balju, Landdroshof, Roodepoort, op 26 November 1993 om 10:00, by die Balju te Progressweg 182, Technikon, Roodepoort, die koopprys egter onderhewig aan die goedkeuring van die verbandhouer en op voorwaardes wat deur genoemde Balju, Roodepoort, gelees sal word ten tye van die verkoping en welke voorwaardes tans ter insae lê by sy genoemde kantoor:

Sekere Erf 181, Radiokop-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, beter bekend as Operaweg 1203, Radiokop-uitbreiding 3, distrik Roodepoort.

Grootte: 819 (agthonderd en negentien) vierkante meter.

Beskrywing: Beboude erf.

Terme:

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

Gedateer te Roodepoort op hierdie 22ste dag van Oktober 1993.

Cilliers & Van Rensburg, Ontdekkersweg 157, Horisonpark, Roodepoort. (Verw. L. Coetser/ss/TB6.)

Case 7462/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **M. J. Rantsieng**, First Defendant, and **J. R. Rantsieng**, Second Defendant

A sale in execution will be held on 24 November 1993 at 11:00, by the Sheriff for Evander, District Highveld Ridge, at the Magistrate's Office, Evander, of:

All right, title and interest in the leasehold in respect of Erf 1997, in the Township of Embalenhle, Registration Division IS, Transvaal, in extent 392 (three hundred and ninety-two) square metres, known as Row erf 1997, Embalenhle.

Particulars are not guaranteed:

Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and garage.

Inspect conditions at Sheriff for Evander, District Highveld Ridge, First Floor, Lastinda Building, Evander.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 x 227.) (Ref. N5/366578/WHB/Miss A-M Botes.)

Case 4215/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **J. G. D. Terblanche**, Defendant

A sale in execution will be held on 26 November 1993 at 10:00, by the Sheriff for Nelspruit in front of the Magistrate's Office, Bester Street, Nelspruit, of:

Erf 946, Nelspruit Extension 5, Registration Division JU, Transvaal, in extent 1 519 (one thousand five hundred and nineteen) square metres, known as 76 Ehmke Street, Nelspruit Extension 5.

Particulars are not guaranteed:

Dwelling with entrance-hall, lounge, dining-room, TV-room, kitchen, three bedrooms, two bathrooms, separate toilet, separate shower, laundry, double garage and servant's room.

Inspect conditions at Sheriff for Nelspruit, Third Floor, Nedbank Centre, Brown Street, Nelspruit.

MacRobert De Villiers Lunnon & Tindal Inc. (Tel. 28-6770 x 300.) (Ref. N4-A/329408/WHB/Miss A-M Botes.)

Case 30865/93

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

In the matter between **Paul Kruger Street Investments Share Block (Pty) Ltd**, Plaintiff, and **Johannes Schoonenboom**, 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, at Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord, on 26 November 1993 at 11:00, to the highest bidder:

Certain half share in Erf 1792, Sinoville Extension 2, measuring 991 square metres, situated at 253 Spooney Street, Sinoville Extension 2, Pretoria.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and 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: A dwelling under tile roof consisting of three bedrooms, lounge, TV-room, dining-room, study, two bathrooms, separate toilet and shower. *Outbuildings:* Double garage, servant's room and toilet. Swimming-pool and concrete wall fence.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Office, at Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord.

Signed at Pretoria on this 26th day of October 1993.

Jacobson and Levy Inc., Fourth Floor, Nedbank Building, 200 Andries Street, Pretoria. (Ref. B. Levy.)

Case 15113/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ESKOM**, Plaintiff, and **Sunnyboy Sydney Madonsela**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Standerton, at the Sheriff's Office, 17 Caledon Street, Standerton, on 24 November 1993 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Standerton, 17 Caledon Street, Standerton, and which will be read by him at the time of the sale, of the following property owned by Defendant:

Erf 544, Thuthukani Township, Registration Division IS, Transvaal, measuring 378 (three hundred and seventy-eight) square metres, held by the Defendant under Deed of Transfer TL40597/91.

The property is situated at Stand 544, Thuthukani Township, Standerton, Transvaal.

The property is improved as follows: Lounge, kitchen, bathroom/toilet/shower, dining-room, three bedrooms and toilet. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

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

Dated at Pretoria on this 28th day of October 1993.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/JVZ.)

Case 15105/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ESKOM Finance Company (Pty) Ltd**, Plaintiff, and **Zephania Mandlenkosi Mthethwa**, 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 26 November 1993 at 10:00, upon conditions which may now be inspected at the office of the Sheriff Witbank, 3 Rhodes Street, Witbank, Transvaal, and which will be read by him at the time of the sale, of the following property owned by Defendant:

Erf 1161, situated in the Township of kwaGuqa Extension 3, Registration Division JS, Transvaal, measuring 286 (two hundred and eighty-six) square metres, held by the Defendant under Deed of Transfer TL27905/1989.

This property is situated at 1161 Machibini Street, kwaGuqa Extension 3, Witbank, Transvaal.

The property is improved as follows: Three bedrooms, bathroom, kitchen, lounge and toilet. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

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

Dated at Pretoria on this 28th day of October 1993.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/JVZ.)

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

In the matter between **ESKOM Finance Company (Pty) Ltd**, Plaintiff, and **Modupi Bethuel Rakgalakane**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Witbank, at the Magistrate's Office, Delville Street, Witbank, on 26 November 1993 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Witbank, 3 Rhodes Street, Witbank, and which will be read by him at the time of the sale, of the following property owned by Defendant:

Erf 984, kwaGuqa Extension 3 Township, Registration Division JS, Transvaal, measuring 387 (three hundred and eighty-seven) square metres, held by the Defendant under Deed of Transfer TL69262/1989.

This property is situated at Stand 984, kwaGuqa Extension 3, Witbank, Transvaal.

The property is improved as follows: Lounge, two bedrooms, toilet, kitchen and bathroom.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank 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 28th day of October 1993.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/JVZ.)

Saak 3386/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **Numi Henry Kekana**, Eiser, en **Malesela Aaron Dingangwane**, Verweerder

Kennis word hiermee gegee dat nadat 'n lasbrief vir eksekusie gedateer 8 Mei 1992, uitgereik is deur die bogemelde Agbare Hof sekere vaste eiendom, naamlik:

Unit 1354, Zone 3, Seshego, groot 372 (driehonderd twee-en-sewentig) vierkante meter, gehou kragtens Grondbrief 8200/87, verkoop sal word in eksekusie deur die Balju/afslaers voor die Landdroshof, Seshego, op 8 Desember 1993 om 14:00:

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

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

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

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

Geteken te Pietersburg op hierdie 25ste dag van Oktober 1993.

Lourens S. Lee, President Krugerstraat 68, Posbus 27, Pietersburg, 0700. (Verw. K 46/lsl/vdw.)

Case 25397/93
PH 135

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

In the matter between **Eskom Finance Company (Proprietary) Limited**, Plaintiff, and **Khoza, Smash Xaniseki**, First Defendant, and **Khoza, Mabel Badiegile**, Second Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at 131 Marshall Street, Johannesburg, on 25 November 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:

Erf 4657, Chiawelo Extension 2 Township, Registration Division IQ, Transvaal, measuring 248 (two hundred and forty-eight) square metres, held by Deed of Transfer TL24708/1989, which is zoned as residential and consists of (not guaranteed):

A dwelling, lounge, dining-room, kitchen, two bedrooms, bathroom and water closet.

2. *Terms:*

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

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

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

2.2.2 Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 26th day of October 1993.

S. H. Treisman, for Hofmeyr Van der Merwe Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. (Ref. Mr Treisman/Mrs Stratis.)

Case 34586/91
PH 135

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Collett, Ethel-Anne**, 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 25 November 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 22, San Michelle, 25 Ockerse Street, Hillbrow, being Section 7, as shown and more fully described on Sectional Plan SS107/1982, in the building or buildings known as San Michelle of which the floor area according to the said sectional plan is 75 (seventy-five) square metres in extent, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said sectional plan. Held by Certificate of Registered Sectional Title ST107/1983 (7) (Unit), which is zoned as residential and consists of (not guaranteed):

A dwelling, a flat consisting of bedroom, bathroom, kitchen, lounge and dining-room.

2. Terms:

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

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

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

2.2.2 Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 26th day of October 1993.

S. H. Treisman, for Hofmeyr Van der Merwe Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. (Ref. Mr Treisman/Mrs Stratis.)

Case 23888/93
PH 135

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

In the matter between **Eskom Finance Company (Proprietary) Limited**, Plaintiff, and **Mokoena, Abu Johannes**, First Defendant, and **Mokoena, Maria**, Second Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at Main Hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, on 26 November 1993 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, Main Hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale, of the undermentioned property situated at:

Erf 707, Sebokeng Unit 10 Township, Registration Division IQ, Transvaal, measuring 293 (two hundred and ninety-three) square metres, held by Deed of Transfer TL28285/1990, which is zoned as residential and consists of (not guaranteed):

A dwelling, entrance-hall, lounge, dining-room, kitchen, three bedrooms, bathroom, bathroom/w.c. 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 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 26th day of October 1993.

S. H. Treisman, for Hofmeyr Van der Merwe Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. (Ref. Mr Treisman/Mrs Stratis.)

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **J. E. F. Gerber**, Eiser, en **J. A. G. Kruger**, Verweerder

Ten uitvoerlegging van 'n vonnis van die Landdros Pretoria, gedateer 20 Maart 1993, sal ondervermelde eiendom op 19 November 1993 om 11:00, op 'n publieke veiling te kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), deur die Balju vir die Landdroshof, Wonderboom, aan die hoogste bieder vir kontant verkoop word naamlik:

Erf 1695, geleë in die dorpsgebied The Orchards, Registrasieafdeling JR, Transvaal, groot 918 (nege een agt) vierkante meter, gehou kragtens Akte van Transport T13164/1992.

Besonderhede word nie gewaarborg nie:

Woonhuis: Sitkamer, kombuis, eetkamer, twee badkamers, drie slaapkamers met aparte toilet.

Buite: Dubbel garage en swembad.

Besigtig voorwaardes by Balju Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord.

Geteken te Pretoria op die 29ste dag van Oktober 1993.

J. L. Gerber, vir Van Heerden & Van Staden, Prokureurs vir Eiser, Tweede Verdieping, Esselen 202, Esselenstraat, Sunnyside. (Tel. 44-2358.) (Verw. J. L. Gerber/md.)

KENNISGEWING VAN VERKOPINGS IN EKSEKUSIE

Ingevolge uitsprake van die Landdroshof, Vanderbijlpark, en lasbrief vir eksekusie sal die volgende onroerende eiendomme, wat spesiaal uitwinbaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 26 November 1993 om 10:00, by die Landdroskantoor, Vanderbijlpark.

Eksekusieskuldeiser: **Nedcor Bank Beperk** voorheen bekend as Nedperm Bank Beperk.

Verkoopvoorwaardes:

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

2. Die koopprijs sal betaalbaar wees soos volg:

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

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

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

4. Die eiendomme word verkoop onderworpe aan die terme en titelvoorwaardes daarvan.

5. Verbeterings hieronder vermeld word nie gewaarborg of hiermee verseker dat dit korrek is nie.

Saak No.: 2574/93.

Vonnisskuldenaar: **David Gcobani Mbangula** en **Sindisiwe Reginah Mhlongo**.

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 3322 in die dorpsgebied Stretford-uitbreiding 1, Registrasieafdeling IQ, Transvaal.

Groot: 331 vierkante meter.

Verwysing: P3/83.

Beskrywing: Tweeslaapkamerhuis met sitkamer, kombuis en een-en-'n halwe badkamer.

Saak No.: 6873/89.

Vonnisskuldenaar: **Phahle Paulus Majoro** en **Monyane Elizabeth Majoro**.

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 19959, in die dorpsgebied Sebokeng, Eenheid 14, Registrasieafdeling IQ, Transvaal.

Groot: 264 vierkante meter.

Verwysing: P9/1533.

Beskrywing: Drieslaapkamerhuis met sitkamer, kombuis en badkamer.

Saak No.: 3713/91.

Vonnisskuldenaar: **Aupa Petrus Mofokeng** en **Sina Sesi Mofokeng**.

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 1725, in die dorpsgebied Sebokeng, Eenheid 6-uitbreiding 3, Registrasieafdeling IQ, Transvaal.

Groot: 947 vierkante meter.

Verwysing: P1/533.

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

Gedateer te Vanderbijlpark op hede die 25ste dag van Oktober 1993.

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

Case 4638/92

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

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Nico Andrie O'Neill**, First Defendant, and **Anna Sophia O'Neill**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on Friday, 26 November 1993 at 10:00, in front of the Magistrate's Office, Kruger Street, Bronkhorstspuit:

Erf 759, in the Town Bronkhorstspuit Extension 1, Registration Division JR, Transvaal, measuring 1 000 square metres, held by the First and Second Defendant under Deed of Transfer T29896/90, situated at 28 Bosbok Street, Bronkhorstspuit.

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

Dwelling-house consisting of three bedrooms, two bathrooms and toilets, lounge, dining-room, kitchen and laundry. Outbuildings consisting of toilet, two garages and two carports. Brick fencing and paving. Swimming-pool.

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

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

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R321272/as.)

Case 22096/92

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Verwoerdburg Home Care CC** (CK90/37671/23), First Defendant, and **Daniël Lendy Botes**, 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 with a reserve will be sold in execution to the highest bidder, to be held on 25 November 1993 at 10:00, at the Sheriff's Office, 49 Kempston Avenue, Benoni:

Plot 58, Fairlead Agricultural Holdings, Registration Division IR, Transvaal, measuring 1,7779 hectares, held by the Second Defendant under Deed of Transfer T73195/91, situated at Plot 551, Pretoria Road, Fairleads, Benoni.

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

Dwelling-house consisting of two bedrooms, lounge, kitchen and laundry. Two garages. 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, Benoni.

D. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R348414/as.)

Saak 14577/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Trust Bank, Eiser, en **M. E. Drysdale**, Verweerder

Ingevolge 'n vonnis in die Landdroshof, Klerksdorp, en 'n lasbrief vir eksekusie gedateer 14 Januarie 1993, sal die ondergenoemde eiendom per publieke veiling op Vrydag, 26 November 1993 om 09:00, by die kantore van die Balju van die Landdroshof, Championweg 25, Orkney, aan die hoogste bieder verkoop word:

Erf 1525, geleë in die dorpsgebied Orkney, Registrasieafdeling IP, Transvaal, groot 1 115 (eenduisend eenhonderd-en- vyftien) vierkante meter, gehou kragtens Akte van Transport T13321/1975, onderhewig aan die volgende voorwaardes:

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

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant onmiddellik na afhandeling van die verkoop en die onbetaalde balans is betaalbaar binne 21 (een-en-twintig) dae vanaf datum van verkoping of gewaarborg word deur 'n goedgekeurde bank- en/of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees en geen waarborg daaromtrent word gegee nie: Gewone woonhuis met buitegeboue.

4. Die verkoopvoorwaardes van verkoop kan gedurende kantoorure nagegaan word by die kantoor van die Balju van die Landdroshof, Championweg 25, Orkney.

Gedateer te Orkney op hierdie 20ste dag van Oktober 1993.

F. D. Baird, vir Erasmus Jooste, Miltonlaan 54, Posbus 130, Orkney. (Tel. 63-4511.) (Verw. F. D. Baird/RJ/A72.)

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Douw Gerbrand Otto de Boer**, Defendant

A sale in execution will be held on 25 November 1993 at 10:00, at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

Portion 4 of Erf 180, situated in the Township of Parktown Estate, Registration Division JR, Transvaal, measuring 851 square metres, known as 771 Kensington Avenue, Parktown Estates, Pretoria.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey, brick walls, tiled roof, ceramic and PVC tiles, fitted carpets, lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, two w.c.'s, front stoep, TV-room, walk-in dress-room, double garages, laundry, outside w.c., store, boundary: Brick walls, concrete walls, gates, drive pavings, borehole and pump.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9280.)

Saak 10034/91

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Trustbank van Suid-Afrika Beperk**, 'n divisie van Bankorp Beperk, Eiser, en **D. J. Nysschen**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Klerksdorp, en 'n lasbrief vir eksekusie gedateer 19 Augustus 1992, sal die volgende eiendom per publieke veiling op Vrydag, 3 Desember 1993 om 10:00, te Scholtzstraat 111, Lichtenburg, aan die hoogste bieder verkoop word:

Erf 609, geleë in die dorp Lichtenburg, Registrasieafdeling IP, Transvaal, groot 2 855 (tweeëuisend agthonderd vyf-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T20153/89.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Magistraatshofwet van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer, die ABSA Bank Beperk, handeldrywende as Trustbank.

2. Die koopprys sal betaalbaar wees teen betaling van 'n bedrag van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die onbetaalde balans sal binne 14 (veertien) dae betaal word, of gewaarborg word deur 'n goedgekeurde bank en/of bougenootskap.

3. Die volgende verbeterings word beweer op die eiendom te wees: Gewone woonhuis met buitegeboue.

4. *Voorwaardes:* Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju van die Hof nagesien word. Die Balju se adres is: Scholtzstraat 111, Lichtenburg.

Geteken te Klerksdorp op hierdie 25ste dag van Oktober 1993.

G. F. Ackermann, vir Meyer, Van Sittert & Kropman, S.A. Permgebou, Boomstraat, Posbus 91, Klerksdorp.

Saak 3341/91

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

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

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 24 April 1991, sal 'n verkoping gehou word op 26 November 1993 om 10:00, by die verkooplokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Die Verweerder se reg, titel en belang in en tot sekere huurpag ten opsigte van Perseel 10057, Dobsonville-uitbreiding 3, gehou deur die Verweerder kragtens Sertifikaat van Geregistreeerde Huurpag TL38654/89, groot 320 (driehonderd-en-twintig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport TL38654/89.

Die eiendom is gesoneer Residensieel 1, en is geleë te 10057 Dobsonville-uitbreiding 3, en bestaan uit 'n sitkamer, gesinskamer, eetkamer, badkamer, twee slaapkamers, gang, kombuis, teëldak 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, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 27ste dag van Oktober 1993.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/201/91/BM662.)

Saak 928/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Joas Mofokeng**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Randfontein, in bogemelde saak op 5 April 1993, sal 'n verkoping gehou word op 26 November 1993 om 14:15, by die verkooplokaal van die Balju, voor die Landdroskantoor, Pollockstraat, Randfontein, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Randfontein, geleses sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Randfontein, ter insae sal lê:

Die Verweerder se reg, titel en belang in en tot sekere huurpag ten opsigte van Perseel 4024, Mohlakeng, gehou deur die Verweerder kragtens Sertifikaat van Geregistreeerde Huurpag TL45325/90, groot 305 (drie honderd-en-vyf) vierkante meter, gehou deur Verweerder kragtens Akte van Transport TL45325/90.

Die eiendom is gesoneer Residensieel 1 en is geleë te 4024 Mohlakeng, en bestaan uit familiekamer, drie slaapkamers, badkamer, gang, kombuis, suursteenmure, betondak 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, voor die Landdroskantoor, Pollockstraat, Randfontein.

Gedateer te Roodepoort op die 27ste dag van Oktober 1993.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, p/a Drakensbergweg 3, Finsbury, Randfontein; Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/91/93/BM0785.)

Saak 3222/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Jafte Pitso**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 4 Oktober 1993, sal 'n verkoping gehou word op 26 November 1993 om 10:00, by die verkooplokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, geleses sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Die Verweerder se reg, titel en belang in en tot sekere Die Verweerder se reg, titel en belang in en tot sekere huurpag ten opsigte van Perseel 9028, Dobsonville-uitbreiding 3, gehou deur die Verweerder kragtens Sertifikaat van Geregistreeerde Huurpag TL45757/90, groot 340 (driehonderd-en-veertig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport TL45757/90.

Die eiendom is gesoneer Residensieel 1 en is geleë te 9028 Dobsonville-uitbreiding 3 en bestaan uit 'n eetkamer, badkamer, drie slaapkamers, gang, kombuis, teëldak met suursteenmure 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, 182 Progresslaan, Technikon, Roodepoort.

Gedateer te Roodepoort op die 27ste dag van Oktober 1993.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat; Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/92/93/BP438.)

Case 35636/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Henry Peter Godfrey Vorster**, First Defendant, **Magrietha Magdalena Vorster**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, 142 Struben Street, Pretoria, on 1 December 1993 at 10:00, to the highest bidder:

Certain Erf 1457, situated in the Township of Valhalla, Registration Division JR, Transvaal, measuring 1 812 (one thousand eight hundred and twelve) square metres, situated at 13 Vinstra Road, Valhalla.

Terms and conditions:

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

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

Description of property: Dwelling, lounge, kitchen, four bedrooms, two bathrooms, two toilets, two showers, TV-room, walk-in cupboard. *Flatlet:* Lounge, kitchen, bedroom, shower plus w.c. *Outbuildings:* Two servants' rooms, workshop, w.c and laundry. *Other improvements:* Concrete walls, swimming-pool and irrigation system.

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 Mescorhouse, 30 Margaretha Street, Riverdale, Pretoria.

Signed at Pretoria on this the 29th day of October 1993.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Kartoudes/MB/N951.)

Case 44/93

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. 87/01384/06), Plaintiff, and **Veronica Matrina Sithole**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 25 June 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 10 December 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: All right, title and interest in the leasehold in respect of Erf 13019, Vosloorus Extension 23 Township, situated on 13019, Vosloorus Extension 23, in the Township of Vosloorus Extension 23, District of Boksburg, measuring 350 (three hundred and fifty) square metres.

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

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 22nd day of October 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7513/Mrs Pierce.)

Case 41/93

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. 87/01384/06), Plaintiff, and **Veronica Matrina Sithole**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 2 June 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 10 December 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 13111, Vosloorus Extension 23 Township, Registration Division IR, Transvaal, situated on 13111 Vosloorus Extension 23, in the Township of Vosloorus Extension 23, District of Boksburg, measuring 515 (five hundred and fifteen) square metres.

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

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

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

Dated at Boksburg on this the 25th day of October 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7510/Mrs Pierce.)

Case 43/93

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. 87/01384/06), Plaintiff, and **Veronica Matrina Sithole**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 25 June 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 10 December 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 13018, Vosloorus Extension 23 Township, situated on 13018 Vosloorus Extension 23, in the Township of Vosloorus Extension 23, District of Boksburg, measuring 418 (four hundred and eighteen) square metres.

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

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

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

Dated at Boksburg on this the 22nd day of October 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7512/Mrs Pierce.)

Case 8434/93

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

In the matter between **ABSA Bank Limited** (United Bank Division) (86/04794/06), Plaintiff, and **Christoffel Johannes Daniel Binneman**, First Defendant, and **Helena Louisa Binneman**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 7 September 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 3 December 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 78, Boksburg West Extension 1 Township, situated on 78 Rietfontein Road, Boksburg West Extension 1, in the Township of Boksburg West Extension 1, District of Boksburg West Extension 1, measuring 996 (nine hundred and ninety-six) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising lounge, dining-room, kitchen, four bedrooms, bathroom with toilet and shower, w.c., patio, staff-room, double garage and w.c.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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 West Extension 1.

Dated at Boksburg on this the 26th day of October 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. AU0287/Mrs Teixeira.)

Saak 2886/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Leon Johan Bouwer**, Eiser, en **Adam Jacobus Engelbrecht**, Verweerder

Die Balju van die Hooggeregshof vir Louis Trichardt, is van voorneme om te verkoop na aanleiding van 'n lasbrief uitgereik in bogenoemde Agbare Hof vir die voldoening van 'n vonnis van die Agbare Hof, en sal verkoop by wyse van openbare veiling op 17 November 1993 om 11:00, te Baljukantoor, Trichardtstraat 30, Louis Trichardt, aan die hoogste bieder:

Gedeelte 6 van Gedeelte 5 van die plaas Gaaroskraal 312, Louis Trichardt, Registrasieafdeling LS, groot 21,8846 hektaar.

Geleë op die Pietersburgpad regoor die weegbrug. Die eiendom is verbeter met 'n woonhuis, buitegeboue en 'n stoor, die verbeteringe word nie gewaarborg nie.

Die voorwaardes van verkoping kan besigtig word by die Balju van die Hooggeregshof, Soutpansberg te Trichardtstraat 30, Louis Trichardt.

Die verkoping sal aan die volgende voorwaardes onderworpe wees:

1. Die eiendom sal deur die Balju van Louis Trichardt te Louis Trichardt aan die hoogste bieder met 'n reserweprys van R200 000 verkoop word.

2. Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne 21 dae na die datum van die verkoping verstrekte word.

3. Die verkoping geskied volgens die verdere verkoopvoorwaardes wat uitgelees sal word by die veiling. Die voorwaardes sal ter insae lê by die kantoor van die Balju vir die Hooggeregshof, Soutpansberg, distrik Louis Trichardt.

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

Die Staatsprokureur, Eiser se Prokureur, Fedlife Forumgebou, Vierde Verdieping, Suid Toring, hoek van Van der Walt-en Pretoriusstraat, Privaatsak X91, Pretoria, 0001. (Tel. 322-8522.) (Verw. 6026/90/B2/lm.)

Saak 12841/93

PH 239

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Kleinsake Ontwikkelingskorporasie Beperk**, Eiser, en **Cloete, Johannes Frederikus Jacobus**, Verweerder

Kragtens 'n Hofbevel van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) gedateer 15 Junie 1993, sal 'n eksekusieverkoping gehou word op 19 November 1993 om 09:00, by die Landdroeskantoor, Kerkstraat, Nigel, van die volgende onroerende eiendom:

Gedeelte 1 van Erf 85, Nigel-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 496 (vierhonderd ses-en-negentig) vierkante meter, geleë te Breytenbachstraat 122, Nigel, gehou kragtens Akte van Transport T31997/1988.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie: 'n Drie slaapkamerhuis met sinkdak, baksteenmure en konkreet omheining, bestaande uit sitkamer, eetkamer, badkamer met toilet, kombuis, motorhuis en volvloermatte.

Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju te Derde Laan 29, Nigel, of die Eiser se prokureurs, F. M. Heynike, Derde Verdieping, Evapark, hoek van Judgeslaan en D F Malanrylaan, Cresta.

Geteken te Johannesburg op hierdie 13de dag van Oktober 1993.

F. M. Heynike, vir F. M. Heynike, Prokureur vir Eiser, P.a. National Security Corp Ltd, 10de Verdieping, Glencairngebou 73, Marketstraat, Johannesburg. (Tel. 476-7871/2/3.) (Verw. mnr. Heynike/jhl/K785.)

IN DIE LANDDROSHOF VIR DIE DISTRIK STANDERTON GEHOU TE STANDERTON

In die saak tussen **Stadsraad van Standerton**, Eiser, en **P. J. R. Pansegrouw**, Eerste Verweerder, en **Die Eksekuteur boedel wyle W. A. Pansegrouw**, Tweede Verweerder, en **M. C. S. Baker**, Derde Verweerder

Ingevolge uitspraak in die Hof van die Landdros te Standerton, en lasbrief vir eksekusie tot geregtelike verkoping gedateer 19 Oktober 1990 die ondergemelde onroerende eiendom per publieke veiling op 8 Desember 1993 om 10:00, te die Balju, Landdroshof, Caledonstraat 17, Standerton, aan die hoogste bieder geregtelik verkoop word naamlik:

Erf 54, geleë in die dorpsgebied Meyerville, Registrasieafdeling HS, Transvaal, groot 3 613 (drieduisend seshonderd en dertien) vierkante meter, geleë te Ivanstraat 21, Meyerville.

Onverbeterde perseel wat omhein is.

Die verkoopvoorwaardes lê ter insae by die Balju, Landdroshof, Caledonstraat 17, Standerton. Die verkorte voorwaardes van verkoop is die volgende:

1. 10% (tien persent) van die koopprijs in kontant op die dag van die verkoping.
2. Die balans van die koopprijs 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 27ste dag van Oktober 1993.

Van Heerden Schoeman, Prokureurs vir Eiser, Phoenixgebou, Burgerstraat, Posbus 39, Standerton, 2430. [Tel. (01331) 2-5211.] (Verw. M. Hattingh/NT/INV/IS3953.)

Case 1044/89

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

In the matter between **Town Council of Standerton**, Plaintiff, and **P. J. R. Pansegrouw**, First Defendant, and **The Executor estate late W. A. Pansegrouw**, Second Defendant, and **M. C. S. Baker**, Third Defendant

In terms of a judgment in the Magistrate's Court of Standerton, and a warrant of execution dated 19 October 1990 the undermentioned immovable property will be sold by public auction on 8 December 1993 at 10:00, at the Sheriff of the Magistrate's Court, 17 Caledon Street, Standerton, to the highest bidder, namely:

Erf 54, situated in the Township of Meyerville, Registration Division HS, Transvaal, measuring 3 613 (three thousand six hundred and thirteen) square metres, held by virtue of Deed of Transfer T8678/1930. Unimproved property with fence in.

The conditions of sale will lie for inspection at the Sheriff of the Magistrate's Court, at 17 Caledon Street, Standerton. The basic conditions of the sale are shortly the following:

1. 10% (ten per cent) of the purchase price on the date of sale in cash.
2. The balance of the purchase price against registration of transfer and to be guaranteed within 60 (sixty) days from date of sale.
3. Occupation will be given to the purchaser 30 (thirty) days after payment of the cash deposit or by payment of the full purchase price, which event might take place first.

Signed at Standerton on the 27th day of October 1993.

Van Heerden Schoeman, Attorneys for Plaintiff, Phoenix Building, Burger Street, Standerton, 2430.

Case 22834/92
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IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG

In the matter between **Body Corporate St Anthony**, Plaintiff, and **Mrs A. Groenewald**, Defendant

On 12 November 1993 at 10:00, a public auction sale will be held in front of the entrance to the Magistrate's Court, Fox Street, Johannesburg, at which the Sheriff of the Court shall, pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain: Unit 41, St Anthony, also known as 805 St Anthony, 64 Wolmarans Street, Joubert Park, Johannesburg, measuring 85 (eight-five) square metres.

Improvements (which are not warranted to be correct and are not guaranteed): Simplex under concrete tile roof consisting of bedroom, lounge, kitchen, bathroom, toilet and balcony (hereinafter called the property).

The material conditions of sale are:

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

2. The price shall bear interest at the rate of 20,25% (twenty comma twenty-five per centum) per annum or, if the claim of the United Building Society Limited exceeds the price, interest amounting to the same as interest at that rate on that claim subject to such interest not exceeding the maximum allowed by law.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per cent) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of the sale be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request the fees of the Sheriff of the Court acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a certificate in terms of section 50 of the Local Government Ordinance (Transvaal), 1939, or any amendment thereto or substitution therefor.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liabilities shall pass to the purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Court, A4 Sanlam Industrial Park, Prop Street, Off John Street, Selby, Johannesburg.

Dated at Johannesburg this 22nd day of September 1993.

Mervyn J. Smith, Plaintiff's Attorneys, Suite 3415, 34th Floor, Carlton Centre, Commissioner Street, Johannesburg; P.O. Box 9890, Johannesburg. (Tel. 331-2934.) (Ref. R. Rothquel/C6036.)

KAAP • CAPE

Case 4748/93

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 **W. Bonn**, First Defendant, and **Mrs. V. M. Bonn**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Kuils River, the following will be sold in execution at 09:00, on 29 November 1993, in front of the Magistrate's Court, for the District of Kuils River, to the highest bidder:

Erf 1327 (portion of Erf 861), Gaylee, 479 (four hundred and seventy-nine) square metres, held by Deed of Transfer T52356/1992, situated at 7 Elands Street, Gaylee, Blackheath.

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. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Capital 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. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Saak 5034/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk**, Eiser, en **Alan Peter McHattie**, Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros van Kimberley, en 'n lasbrief vir eksekusie gedateer 22 September 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroskantoor, Kimberley, op Donderdag, 25 November 1993 om 10:00:

Sekere Erf 14578, Kimberley, geleë in die stad en distrik Kimberley, groot 1 328 vierkante meter, gehou kragtens Akte van Transport T1141/1992 (ook bekend as Wallacestraat 2, Riviera, Kimberley).

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met drie slaapkamers, twee badkamers, sit/eetkamer, kombuis, enkelmotorhuis en bediendetoilet maar niks word gewaarborg nie.

Tien persent van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige Afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Case 2578/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **ABSA Bank Limited** (formerly United Bank Limited), Plaintiff, and **E. C. Adams**, First Defendant, and **Mrs J. Adams**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Simon's Town, dated 14 December 1992, the following will be sold in execution at 14:00, on 24 November 1993, on site to the highest bidder:

Erf 124083 (portion of Erf 127709), Cape Town at Retreat, 176 (one hundred and seventy-six) square metres, held by Deed of Transfer T68155/1989, situated at 42 Military Road, Steenberg.

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. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 17,50% (seventeen comma five per centum) per annum calculated on the Capital 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. 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, Simon's Town.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 17751/93

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

In the matter between **ABSA Bank Limited** (formerly United Bank Limited), Plaintiff, and **J. F. J. Coetzee**, First Defendant, and **A. S. H. Coetzee**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Bellville, dated 21 September 1993, the following will be sold in execution at 12:00, on 29 November 1993, on site to the highest bidder:

Erf 7066, Parow, 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T3946/1993, situated at 44 Gardiner Street, Parow.

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. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Capital 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. 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, Bellville.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 9183/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, Execution Creditor, and **Russel Booysen**, First Execution Debtor, and **Rosalind Booysen**, Second Execution Debtor

The following property will be sold in execution on Friday, 26 November 1993 at 11:30, to the highest bidder at No. 21 Argyle Way, Dennewere, Blackheath, Erf 2015, Gaylee, in the Melton Rose Local Area, Stellenbosch Division, also known as No. 21 Argyle Way, Dennewere, Blackheath:

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act 32 of 1944, as amended, and of the title deeds in so far as same are applicable.

2. The following improvements are reported but not guaranteed: Dwelling with two bedrooms, lounge, kitchen, bathroom and toilet.

3. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by Deposit-taking Institution-guaranteed cheque at the time of the sale and the balance plus interest at the current rate of 18,0% (eighteen comma nil per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer, against registration of transfer, which amounts are to be secured by an approved guarantee of a Deposit-taking Institution, to be delivered within 14 (fourteen) days after sale.

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, 29 Northumberland Street, Bellville.

Dated at Bellville on this the 15th day of October 1993.

S. W. Marais, for Van Dyk Potgieter Marais, Judgment Creditor's Attorneys, 101 Ground Floor, Merondol Centre, 6 Oakdale Road, Bellville. (Tel. 99-5200.) (Ref. 1506.50924/S. W. Marais.)

Case 24857/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thembiso Goodfrey Marawu**, Defendant

In pursuance of a judgment dated 31 August 1993, and an attachment on 15 October 1993, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on 19 November 1993 at 14:15:

Erf 36245, Zwide, Administrative District of Port Elizabeth, in extent 291 (two hundred and ninety one) square metres, situated at 4 Kawa Street, Zwide, Extension 4, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under an asbestos roof, consisting of two bedrooms, 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 centum) on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty one (21) days of sale. Sheriff's charges (4%) are also payable on date of sale.

Dated at Port Elizabeth on this the 18th day of October 1993.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 27246/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Msondezi Eric Cakwebe**, Defendant

In pursuance of a judgment dated 16 September 1993, and an attachment on 15 October 1993, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on 19 November 1993 at 14:15:

Erf 1143, Motherwell, NU3, Administrative District of Uitenhage, in extent 258 (two hundred and fifty eight) square metres, situated at 230 Ngxangxosi Street, Motherwell, NU3.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under a tiled roof, consisting of two bedrooms, bathroom, lounge, and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty one (21) days of sale. Sheriff's charges (4%) are also payable on date of sale.

Dated at Port Elizabeth on this the 18th day of October 1993.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 24976/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE**

In the matter between **Gysberg Henry Maasdrop**, Judgment Creditor, and **Albert Frederick Snyders**, Judgment Debtor

In pursuance of a judgment of the above Honourable Court obtained on 26 October 1992, and a warrant of execution, the undermentioned property will be sold in execution subject to the rights of the bondholder in terms of section 66 (2) (c) of Act 32 of 1944, by the Sheriff of the Court, Bellville, on Thursday, 25 November 1993 at 12:00, at 15 Bignonia Circle, Belhar, to the highest bidder:

Certain Erf 17374, Bellville, in the local area of Belhar, Cape Division, measuring in extent five hundred and ten (510) square metres, held by Deed of Transfer T13124/1989.

Being brick dwelling consisting of three bedrooms, bathroom, toilet, lounge, kitchen plus a single garage.

Terms and conditions of sale: The sale will be subject to payment of 10% (ten per centum) of the purchase price on the date of the sale, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days of the date of sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Bellville.

Dated at Cape Town this the 18th day of October 1993.

M. Kraus for Brian Lutzno Kraus & Associates, Attorneys of Judgment Creditor, No. 54 Waterkant Street, Cape Town.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

ABSA Bank Limited, trading as United Bank *versus* **Arther Graham Jones**

The following property will be sold in execution by public auction held at 602 Sheraton, St Andrews Road, Sea Point, to the highest bidder on 25 November 1993 at 09:30:

Unit comprising section 35 and its undivided share in the common property situated in the Sheraton Section Title Scheme, in extent 52 (fifty-two) square metres, held by Deed of Transfer ST1815/92.

Unit comprising section 9 and its undivided share in the common property situated in the Sheraton Section Title Scheme, in extent 42 (forty-two) square metres, situated at 602 Sheraton, St Andrews Road, Sea Point.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: Hall, lounge, kitchen, bedroom, bathroom/toilet and double garage.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of sale and the balance together with 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 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 15th day of October 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 1300/93

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

ABSA Bank Limited, trading as United Bank *versus* **Deveraj Govender**, and **Hilton Hendricks**

The following property will be sold in execution by public auction held at 263 Grosvenor, Wesfleur, Atlantis, to the highest bidder on 23 November 1993 at 10:00:

Erf 4311, Wesfleur, in the Atlantis Local Area, Division Cape, in extent 331 (three hundred and thirty-one) square metres, held by Deed of Transfer T70868/90, situated at 263 Grosvenor, Wesfleur, Atlantis.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, three bedrooms, bathroom/toilet and kitchen.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of sale and the balance together with interest at the current rate of 16,75% (sixteen comma seven five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of 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 15th day of October 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 34591/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

ABSA Bank Limited, trading as United Bank *versus* **Deveraj Govender** and **Cornelia Govender**

The following property will be sold in execution by public auction held at 39 Kitchener Street, Woodstock, to the highest bidder on 23 November 1993 at 10:30:

Erf 118272, Cape Town, at Woodstock, in the Municipality of Cape Town, Cape Division, in extent 93 (ninety-three) square metres, held by Deed of Transfer T44775/91, situated at 39 Kitchener Street, Woodstock.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: Hall, lounge, two bedrooms, kitchen, bathroom and toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of sale and the balance together with interest at the current rate of 16,75% (sixteen comma seven five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of 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 15th day of October 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 1938/93

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

ABSA Bank Limited, trading as United Bank *versus* **Rodwell Walter Majiet**

The following property will be sold in execution by public auction held at 30 Royal Saxon, Wesfleur, to the highest bidder on 24 November 1993 at 10:00:

Erf 2779, Wesfleur, in the Atlantis Residential Local Area, Cape Division, in extent 200 (two hundred) square metres, held by Deed of Transfer T44898/92, situated at 30 Royal Saxon, Wesfleur, Atlantis.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: Lounge, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of sale and the balance together with 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 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 15th day of October 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 3992/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Ismail Hassan**, Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 20 April 1993, the property listed hereunder and commonly known as 4 Fulham Avenue, Hyde Park, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Wynberg, on Thursday, 2 December 1993 at 10:00, to the highest bidder:

Erf 2071, Weltevreden Valley, situate in the Local Area of Weltevreden Valley, Cape Division, in extent 369 square metres.

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

Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 18th day of October 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1456.)

Case 37494/93

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Mogamat Shahied Abdullatief**, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 21 September 1993, the property listed hereunder and commonly known as 53 Brookford Road, Lotus River, will be sold in execution at the premises on Thursday, 2 December 1993 at 12:00, to the highest bidder:

Erf 5386, Grassy Park, situate in the Local Area of Grassy Park, Cape Division, in extent 467 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 15th day of October 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1552.)

IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen **Bankorp Beperk**, Eiser, en **C. J. Coetzer**, Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof, Humansdorp, in die bovermelde saak, sal 'n verkoping van die ondergemelde eiendomme by die Balju vir die Landdroshof se kantoor, Hoofstraat 3, Humansdorp, gehou word te 26 November 1993 om 10:30, naamlik:

Erf 4478, Jeffreysbaai, in die munisipaliteit Jeffreysbaai, afdeling Humansdorp, en geleë te Kareelaan 4, Jeffreysbaai, groot 600 (seshonderd) vierkante meter.

Verbeterings: Bewoonbare woonhuis met buitegeboue.

Die veilingsvoorwaardes sal voor aanvang van die veiling gelees word en lê ter insae by die kantoor van die Balju vir die Landdroshof.

Terme: 10% (tien per sent) van die koopprys en 4% (vier persent) afslaerskoste in kontant op dag van die veiling en die balans is betaalbaar op registrasie van transport in die naam van die koper en moet deur 'n bank, bougenootskap of ander aanneembare garansie gewaarborg word aan die Balju vir die Landdroshof binne 21 (een-en-twintig) dae vanaf datum van veiling.

Gedateer te Humansdorp hierdie 18de dag van Oktober 1993.

Nel Muller Mentz & Coetzee Ing., Prokureur vir Eiser, Bureaustraat 14, Humansdorp.

Case 6536/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Rachelle Roos**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 1 December 1993 at 11:00:

Erf 29617, Bellville, situate in the Municipality of Bellville, Cape Division, in extent 697 square metres, also known as 44 Kanonberg Street, Hillside, Bellville.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 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 15th day of October 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 9178/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited** (formerly Allied Bank Limited), Plaintiff, and **G. H. Biggs**, First Defendant, and **Mrs E. Y. Biggs**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River dated 13 September 1993, the following will be sold in execution on 17 November 1993 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 2152 (portion of Erd 2130), Kleinvlei, 404 (four hundred and four) square metres, held by Deed of Transfer T22677/1993, situated at 66 Hindle Road, Kleinvlei, 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. A deposit of 10% (ten per centum) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Capital 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. 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 5740/92

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Achmed Ganie Parker**, Defendant

In pursuance of a judgment of the Magistrate's Court of Malmesbury, and writ of execution, dated 18 August 1993, the property listed hereunder, and commonly known as 23 Bottlebrush Street, Protea Park, Atlantis, the chosen domicilium citandi et executandi in terms of Mortgage Bond B35880/90, will be sold in execution in front of the Magistrate's Court, Malmesbury, on Tuesday, 30 November 1993 at 10:00, to the highest bidder:

Erf 2627, Wesfleur, in the Atlantis Residential Local Area, Cape Division, in extent 350 square metres.

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

Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Malmesbury, 71 St John's Street, Malmesbury. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 14th day of October 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1338.)

Case 11793/93

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Adam Jacobs**, First Defendant, and **Renee Reinet Hendrieta Jacobs**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Goodwood and writ of execution dated 20 September 1993, the property listed hereunder, and commonly known as 45 18th Avenue, Elsies River, the chosen domicilium citandi et executandi in terms of Mortgage Bond B62600/89, will be sold in execution in front of the Magistrate's Court, Goodwood, on Tuesday, 30 November 1993 at 12:00, to the highest bidder:

Erf 32029, Goodwood, situated in the Local Area of Elsies River, Administrative District of Cape Town, in extent 358 square metres.

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

Single-storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Goodwood, Epping Avenue, Elsies River. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 15th day of October 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1537.)

Case 8483/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Ismail Mohammed**, Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution, dated 7 August 1992, the property listed hereunder, and commonly known as 5 Spurwing Drive, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court Kuils River, on Wednesday, 1 December at 09:30, to the highest bidder:

Erf 4201, Blue Downs, situated in the Lower Kuils River No. 1 Local Area, Division of Stellenbosch, in extent 319 square metres.

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

Single storey residence built of cement blocks with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 15th day of October 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1208.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **ABSA Bank Limited** (formerly United Bank Limited), Plaintiff, and **G. de Beer**, First Defendant, and **Mrs A. J. de Beer**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Somerset West dated 25 August 1993, the following will be sold in execution on 23 November 1993 at 10:00, in front of the Magistrate's Court for the District of Somerset West, to the highest bidder:

Erf 3079 (portion of Erf 2622), Macassar, 272 (two hundred and seventy-two) square metres, held by Deed of Transfer T24151/1990, situated at 9 Tabago Place, Macassar, Somerset West.

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. A deposit of 10% (ten per centum) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Capital 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. 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, Somerset West.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 15024/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited** (formerly United Bank Limited), Plaintiff, and **D. J. Biel**, First Defendant, and **Mrs V. C. Biel**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain dated 2 September 1993, the following will be sold in execution on 17 November 1993 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 7007 (portion of Erf 7285), Mitchells Plain, 210 (two hundred and ten) square metres, held by Deed of Transfer T28489/1987, situated at 61 Shepherd Way, Westridge, Mitchells Plain.

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

2. A deposit of 10% (ten per centum) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Capital 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. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 13888/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited** (formerly United Bank Limited), Plaintiff, and **Darryl Cedric Alexander Davids**, First Defendant, and **Daphne Davids**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain dated 25 August 1993, the following will be sold in execution on 17 November 1993 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 10106 (portion of Erf 7300), Mitchells Plain, 156 (one hundred and fifty-six) square metres, held by Deed of Transfer T2402/1993, situated at 18 Sunflower Street, Lentegour, Mitchells Plain.

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

2. A deposit of 10% (ten per centum) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Capital 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. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 1275/93

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 **E. Loeks**, First Defendant, and **Mrs G. C. Loeks**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River dated 18 March 1993, the following will be sold in execution on 17 November 1993 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 3691, Eersterivier, 347 (three hundred and forty-seven) square metres, held by Deed of Transfer T61409/92, situated at 20 Camelthorne 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. A deposit of 10% (ten per centum) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Capital 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. 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 8110/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Ronald Mervyn Sparg** (adult male), Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution, dated 22 October 1992, the following property will be sold on Wednesday, 17 November 1993 at 10:00, at the Magistrate's Court, Komga, to the highest bidder:

Erf 95, Komga, Municipality and Division of Komga, in extent two thousand and twenty-four (2 024) square metres, held by Deed of Transfer T2108/1991 (corner of Church and John Streets, Komga), subject to the conditions referred to in the said deed of transfer.

Conditions of sale:

1. The purchaser shall pay ten per centum (10%) of the purchase price at the time of the sale and the unpaid balance thereof, together with interest to be secured, by way of an approved bank or building society guarantee to the Plaintiff's conveyancers within fourteen (14) days of date of sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act, as also to the provisions of the title deed.

3. The property shall be sold subject to any existing tenancy and if a bid is insufficient to meet the claim of the Execution Creditor the property shall be sold free of such tenancy.

Subject to the foregoing, 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: Lounge, dining-room, kitchen, three bedrooms, two bathrooms and w.c./patio, carpeted, tiles and brick walls.

Dated at East London this 28th day of September 1993.

Russell Esterhuizen Nel & De Klerk, Judgment Creditor's Attorneys, 8 Graham Road, Southernwood, East London.

Case 4968/92

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Andrew Fred Bingham**, First Defendant, and **Coreen Marilyn Bingham**, Second Defendant

In the above matter a sale will be held on Wednesday, 24 November 1993 at 10:00, at the site of 45 Tracey Avenue, Weltevreden Glen, Mitchells Plain, being:

Erf 1174, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, measuring 350 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of sixteen per centum (16%) per annum, is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A single 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.)

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Bpk.**, Vonnisskuldeiser, en **Renier Adriaan Lodewikus du Toit**, Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Paarl, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Maandag, 22 November 1993 om 11:00, te Hoofstraat 89A, Paarl:

Restant van Erf 2594, Paarl, in die munisipaliteit en afdeling Paarl, groot 253 (tweehonderd drie-en-vyftig) vierkante meter, gehou deur die Vonnisskuldenaar kragtens Transportakte T69529/92, en geleë te Hoofstraat 89A, Paarl, onderworpe aan die veilingsvoorwaardes hieronder uiteengesit.

Veilingsvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshof, Wet No. 32 van 1944, soos gewysig, en die reëls daaronder uitgevaardig.

2. Een tiende van die koopprys is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprys tesame met rente daarop bereken teen die heersende prima bankkoers van Nedcor Bank Beperk vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste, insluitende B.T.W.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Paarl.

Gedateer op die 18de dag van Oktober 1993.

Van Wyk, Gaum & Fouchee Ingelyf, Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Case 7076/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Impress Homes (Pty) Limited**, Plaintiff, and **Lunga Nikelo**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Mitchells Plain, and writ of execution dated 18 September 1992, the following property will be sold in execution to the highest bidder at Mitchells Plain Magistrate's Court on Wednesday, 1 December 1993 at 10:00, to the highest bidder:

Certain Erf 5713, Guguletu, in the Municipality of Cape Town, Cape Division, in extent 197 (one hundred and ninety-seven) square metres, held by Deed of Transfer TL44294/1990, also known as NY 83, 50 Guguletu, consisting of zoned Single Residential, a single-storey dwelling of brick construction with asbestos roof consisting of a lounge/dining-room, kitchen, three bedrooms, bathroom/toilet/handbasin and outside toilet/bathroom.

The conditions of sale may be inspected at the office of the Sheriff, Cape Town, and will be read prior to the sale, the material conditions are:

1. The sale shall be in terms of and subject to the Magistrates' Courts Act and rules.

2. Ten per cent (10%) of the purchase price shall be paid at the time of the sale and the balance together with interest on the Judgment Creditor's claim at 18,5% (eighteen comma five per cent) and on any preferent creditor's claim at the rate payable to such creditor from date of sale to date of transfer, guaranteed within 14 days of sale shall be paid on transfer.

3. The purchaser is liable for Sheriff's commission, transfer costs and duty, costs of execution and any amount due on the property to any local authority.

4. Possession shall be taken on date of sale.

Dated at Claremont on the 14th day of October 1993.

Coulters van Gend & Kotze, Attorneys for Judgment Creditor, Second Floor, Norwich Life Terrace, 25 Protea Road, Claremont. (Ref. JVG/GS.)

Case 41317/90

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

In the matter between **Nedcor Bank Limited**, formerly known as Nedperm Bank Limited, Plaintiff, and **Baymore Properties (Pty) Limited**, Defendant

In the above matter a sale will be held on Thursday, 25 November 1993 at 11:00, at the site of 15, 17 and 19 Hill Road, Hagley, being:

Erf 378, 379 and 380, Hagley, in the Local Area of Lower Kuils River 1, Stellenbosch Division, measuring 471 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of eighteen per centum (18%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): Vacant plots.

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 14645/93

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

In the matter between **Investec Bank Limited**, Plaintiff, and **R. C. Y. Patterson**, Defendant

In pursuance of a judgment of the Court of the Magistrate for the District of Wynberg, dated 1 June 1993, and writ of execution dated 1 June 1993 the following will be sold in execution on 30 November 1993 at 14:00, at the site, being:

Erf 8521, Constantia, in the Area of the Local Council of Constantia Valley, Cape Division, in extent 3 961 square metres, also known as 5 Belair Drive, Constantia.

The following improvements are reported to the property but not guaranteed: Single storey dwelling built of brick and under asbestos, consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room and laundry.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. Payment:

2.1 10% (ten per centum) of the purchase price shall be paid in cash by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer upon signature of the conditions of sale, or otherwise as the Messenger of the Court or the auctioneer may arrange.

2.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

2.3 Interest shall be paid on:

2.3.1 The amount of the Plaintiff's claim at the rate of 16,75% (sixteen comma seven five per cent) for each month or part thereof from the date of the sale to date of registration of transfer.

2.3.2 Interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

2.4 All the amounts mentioned in paragraphs 2.2 and 2.3 above are to be secured by the purchaser by an approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the date of the sale to the Execution Creditor's conveyancers.

3. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 7th day of September 1993.

K. Sloth-Nielsen, Second Floor, Groote Kerk Building, Adderley Street, Cape Town.

Saak 1126/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENBURG GEHOU TE VREDENBURG

In die saak tussen **Munisipaliteit Vredenburg-Saldanha**, Vonnisskuldeiser, en **S. L. Bowers**, Vonnisskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof te Vredenburg, sal 'n veiling van die ondergemelde eiendom gehou word op 19 November 1993 om 11:00, by die eiendom naamlik:

Erf 3175, Vredenburg, geleë in die Munisipaliteit Vredenburg-Saldanha, administratiewe distrik Malmesbury, groot 338 (driehonderd agt-en-dertig) vierkante meter.

Die eiendom is geleë te Seemeeustraat, Louwville 1014, Vredenburg, en bestaan uit die volgende alhoewel niks gewaarborg word nie: Twee slaapkamers, kombuis, sitkamer onder asbes staandak en buite toilet.

Veilingsvoorwaardes:

1. Die verkoping is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe No. 32 van 1944, en die eiendom word voetstoots verkoop en onderhewig aan die titelvoorwaardes daarvan.

2. Een tiende ($\frac{1}{10}$) van die koopprijs plus enige BTW word betaal aan die afslaer onmiddellik nadat die eiendom verkoop is en die balans van die koopsom teen registrasie van transport.

3. Die koper is aanspreeklik vir betaling van die transportkoste, hereregte, agterstallige belastinge, dienstegelde en enige bykomende koste.

4. Die volledige voorwaardes van die veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju vir die Landdroshof, Vredenburg, en by die kantoor van die ondergetekende.

Gedateer te Vredenburg op die 22ste dag van September 1993.

Swemmer & Levin, Prokureurs vir Vonnisskuldeiser, hoek van Hoof- en Kerkstraat, Vredenburg.

Case 17458/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Erasmus-Havemann Incorporated**, Plaintiff, and **Kenneth James Cooper**, Defendant

In pursuance of a judgment dated 1 July 1993 in the Court for the Magistrate of Cape Town and a warrant of execution dated 16 August 1993 the following property will be sold in execution on Wednesday, 17 November 1993 at 11:00, at 3 Periwinkle Close, Kommetjie, to the highest bidder:

Certain land Erf 3961, Kommetjie, situated in the Kommetjie Local Area, Cape Division, measuring 813 (eight hundred and thirteen) square metres, held under Deed of Transfer T55919/1991, also known as 3 Periwinkle Close, Kommetjie.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed:

Dwelling: House consisting of three bedrooms, open plan lounge/dining-room, kitchen, toilet, bathroom, garage, carport and tile roof.

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 nineteen per centum (19%) 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 immediately prior to the sale may be inspected at the Sheriff's Offices at 62 St George's Street, Simon's Town.

Dated at Cape Town this 29th day of September 1993.

Nell van Heerden, for Erasmus-Havemann Inc., Attorney for Plaintiff, Third Floor, Longwharf Building, corner of Long and Wharf Streets, Cape Town.

Case 13330/93

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

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Plaintiff, and **Louis Jacobus Engelbrecht**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Bellville, and writ of execution dated 25 June 1993 the following property will be sold in execution, at the site of the property, 6 Melt Brink Street, Avondale, Parow, 7500, on Monday, 22 November 1993 at 12:15, to the highest bidder:

Certain Erf 5165, Parow, in the Municipality of Parow, Division of the Cape, in extent 603 (six hundred and three) square metres, held by Deed of Transfer T78785/92; also known as 6 Melt Brink Street, Avondale, Parow, 7500.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, kitchen, three bedrooms, bathroom, w.c. and single garage.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per 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 6th day of October 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP Z19829.)

Case 22020/92

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

In the matter between **ABSA Bank Limited**, trading as United Bank Limited, Plaintiff, and **Samuel Jakobus Scheffer**, First Defendant, and **Cheryl Darlene Scheffer**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Bellville, and writ of execution dated 2 November 1993 the following property will be sold in execution, at the site of the property, 39 Banjo Walk, Belhar, 7490, on Tuesday, 23 November 1993 at 09:15, to the highest bidder:

Certain Erf 18198, Bellville, in the Local Area of Belhar, Cape Division, in extent 425 (four hundred and twenty-five) square metres, held by Deed of Transfer T11200/92, also known as 39 Banjo Walk, Belhar, 7490.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom, w.c. and single garage.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 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 6th day of October 1993.

G. Visser, for Malan Laas & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W14564.)

Case 23390/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH**

In the matter between **NBS Bank Limited**, formerly trading as Natal Building Society, Plaintiff, and **Nomalanga Jeanette Vekele**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 6 August 1993 and a writ of execution, dated 10 August 1993 the right of leasehold in and to the property listed hereunder will be sold in execution on Friday, 19 November 1993 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 237, Motherwell NU 5 Phase 2, Administrative District of Uitenhage, measuring 388 (three hundred and eighty-eight) square metres, situated at 90 Dabadaba Street, Motherwell NU 5, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, concrete block under tile private, detached dwelling with lounge, kitchen, two bedrooms, bathroom, w.c. and with fenced boundary.

Material conditions of sale:

1. The right of leasehold in and to 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 certificates of registered grant of leasehold, 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 the 7th day of October 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 6657/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH**

In the matter between **NBS Bank Limited**, formerly trading as Natal Building Society, Plaintiff, and **Wilkins Dabula Ntibane**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 22 March 1993 and a writ of execution dated 7 May 1993 the right of leasehold in and to the property listed hereunder will be sold in execution on Friday, 19 November 1993 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 338, Kwadwesi Extension 2, Administrative District of Port Elizabeth, measuring 264 (two hundred and sixty-four) square metres, situated at 128 Mhlalokotshane Street, Kwadwesi Phase 3, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, concrete block under tile private, detached dwelling with lounge, kitchen, three bedrooms, bathroom, w.c., patio and with fenced boundary.

Material conditions of sale:

1. The right of leasehold in and to 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 certificates of registered grant of leasehold, 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 16,75% (sixteen comma seven five 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 the 8th day of October 1993.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Saak 18003/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Howard Ronald Geater**, Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, en 'n eksekusie lasbrief gedateer 10 September 1993, sal die ondergemelde eiendom verkoop word op 26 November 1993 om 14:15, by die voorste ingang van die nuwe Landdroshof, 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 vir die Landdroshof, Port Elizabeth-Suid:

Erf 1775, Walmer, groot 1 428 vierkante meter, ook bekend as Vyfde Laan 19, Walmer, Port Elizabeth.

Gedateer te Port Elizabeth op 8 Oktober 1993.

Greyvensteins Ing., St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. HLR/we.)

Case 5520/93

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

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Judgment Creditor, and **Karel Carolis Daniels**, First Judgment Debtor, and **Clarabell Joan Daniels**, Second Judgment Debtor

The following property will be sold in execution by public auction held at Paarl Court to the highest bidder on 22 November 1993 at 10:00:

Description: Erf 19386, Paarl, in the Municipality and Division of Paarl, in extent one hundred and one (101) square metres.

Postal address: 16 Paarlita Park, New Orleans, Paarl.

Improvements: Dwelling, lounge, kitchen, two bedrooms, bathroom and toilet, held by Deed of Transfer T41577/91.

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 calculated on Plaintiff's claim 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 7th day of October 1993.

H. C. Van Niekerk, vir Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Case 18899/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank Limited, Plaintiff, and **Eugene Schreuder**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Bellville, and writ of execution dated 24 August 1993 the following property will be sold in execution at the site of the property, 2 Nicomar, Duncan Street, Parow Valley, on Monday, 22 November 1993 at 11:45, to the highest bidder:

Certain Section 2, Nicomar, in the Municipality of Parow, Cape Division, in extent 53 (fifty-three) square metres, held by Deed of Transfer ST12140/92/(2), also known as 2 Nicomar, Duncan Street, Parow Valley, 7500.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A flat comprising a lounge, kitchen, bedroom, 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 cent) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville this 6th day of October 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP Z20711.)

Case 44814/90

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

In the matter between **ABSA Bank Ltd**, trading as United Bank, Judgment Creditor, and **M. A. C. Goldschmidt**, Judgment Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Wynberg dated 16 November 1990 and warrant of execution dated 21 January 1993, the following will be sold in execution at the Magistrate's Court in Wynberg, on 17 November 1993 at 10:00, being:

Certain land situated at Athlone, in the Municipality of Cape Town, Cape Division being Erf 134478, Cape Town, at Athlone, measuring 495 square metres, held under Deed of Transfer T12751 dated 1987, also known as 23 Third Avenue, Athlone.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Brick walls under tiled roof, lounge, kitchen, three bedrooms, bathroom and wash chamber.

3. Payment:

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Sheriff of the Court or the auctioneer may arrange.

3.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

3.3 Interest shall be paid on:

3.3.1 The amount of Plaintiff's claim at the rate of twenty-eight comma five per centum (28,5%) per annum for each month or part thereof from the date of sale to date of registration of transfer.

3.3.2 Interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved bank or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. Full conditions of sale:

The full conditions of sale which will be read out by the Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Court or the auctioneer's office.

Silberbauers, Plaintiff's Attorneys, First Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. X0U0311/CPK.)

Case 3443/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **P. J. Stander**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kimberley, and a warrant of execution dated 4 June 1993, the undermentioned property will be sold in execution to the highest bidder at the Magistrate's Court, Kimberley, on Thursday, 25 November 1993 at 10:00:

Certain Erf 6970, Kimberley, situated in the City and District of Kimberley, measuring 1 238 (one thousand two hundred and thirty-eight) square metres, held under Deed of Transfer T981/92, also known as 1 Hodgson Street, Kimberley.

The following improvements on the property are reported, but nothing is guaranteed: Lounge, dining-room, kitchen, bathroom, toilet, three bedrooms, garage, servants' quarters and toilet.

Ten per cent (10%) of the purchase price together with Value-Added Tax thereon, where applicable, and auctioneer's charges together with Value-Added Tax on such charges payable in cash on the date of the sale; the balance of the purchase price together with Value-Added Tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Kimberley, and will be read out immediately prior to the sale.

Frank, Horwitz, Hugo & Fletcher, Attorneys for Plaintiff, Second Floor, United Building, Chapel Street, Kimberley.

Case 638/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Northern Cape Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Paul Potgieter**, Defendant

In pursuance of a judgment in the above Court and a warrant of attachment dated 17 August 1993, the undermentioned property will be sold in execution to the highest bidder at the site of Erf 2210, Postmasburg, also known as 12 Eighth Avenue, Postdene, Postmasburg, on Thursday, 25 November 1993 at 10:00:

Certain Erf 2210, Postmasburg, situated in the Postmasburg Township Extension 10, in the Municipality of Postmasburg, Division of Hay, measuring 814 (eight hundred and fourteen) square metres, held under Deed of Transfer T1290/90, also known as 12 Eighth Avenue, Postdene, Postmasburg.

The following improvements on the property are reported, but nothing is guaranteed: Lounge, kitchen, three bedrooms, bathroom and toilet.

Ten per cent (10%) of the purchase price together with Value-Added Tax thereon, where applicable, and auctioneer's charges together with Value-Added Tax on such charges payable in cash on the date of the sale; the balance of the purchase price together with Value-Added Tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Postmasburg, and will be read out immediately prior to the sale.

Frank, Horwitz, Hugo & Fletcher, Attorneys for Plaintiff, Second Floor, United Building, Chapel Street, Kimberley.

Case 6364/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **J. R. Moses**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kimberley, and a warrant of execution dated 3 September 1993, the undermentioned property will be sold in execution to the highest bidder at the Magistrate's Court, Kimberley, on Thursday, 25 November 1993 at 10:00:

Certain Erf 8741, Kimberley, situated in the Municipality of the City of Kimberley, Division of Kimberley, measuring 449 (four hundred and forty-nine) square metres, held under Deed of Transfer T948/91, also known as 48 St Augustines Road, West End, Kimberley.

The following improvements on the property are reported, but nothing is guaranteed: Lounge, dining-room, kitchen, two bedrooms, bathroom, servants' quarters and toilet.

Ten per cent (10%) of the purchase price together with Value-Added Tax thereon, where applicable, and auctioneer's charges together with Value-Added Tax on such charges payable in cash on the date of the sale; the balance of the purchase price together with Value-Added Tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Kimberley, and will be read out immediately prior to the sale.

Frank, Horwitz, Hugo & Fletcher, Attorneys for Plaintiff, Second Floor, United Building, Chapel Street, Kimberley.

Case 5434/93

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

In the matter between **ABSA Bank Limited**, Judgment Creditor, and **Bernard John Fredericks**, First Judgment Debtor, and **Vivienne Dorothy Fredericks**, Second Judgment Debtor

The following property will be sold in execution by public auction held at 50 Bengal Street, Atlantis, to the highest bidder on 29 November 1993 at 10:00:

Description: Erf 458, Wesfleur, in the Atlantis Residential Local Area, Cape Division, in extent 523 (five hundred and twenty-three) square metres, held by Deed of Transfer T67224/92.

Postal address: 50 Bengal Street, Atlantis.

Improvements: Dwelling: Lounge, dining-/family room, kitchen, three bedrooms and bathroom/toilet.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow on this the 11th day of October 1993.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500.

Case 5815/93

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

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd) (formerly South African Permanent Building Society), Execution Creditor, and **Stanley Dyantye**, First Execution Debtor, and **Margaret Dyantye**, Second 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, 18 November 1993 at 11:00, of the following immovable property situated at 11 Tufane Street, kwaNobuhle, Uitenhage, being:

Erf 3235 (now Erf 9496), kwaNobuhle, situated in the area of the City Council of kwaNobuhle, Division of Uitenhage, in extent 594 square metres, held by Stanley Dyantye and Margaret Dyantye, under Certificate of Registered Grant of Leasehold 3236/1, dated 23 October 1986, and subject to the conditions referred to therein.

Zoned: Residential.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached dwelling under iron roof with lounge, three bedrooms, kitchen, bathroom and 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 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 13th day of October 1993.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S.A. Permanent Centre, Caledon Street, Uitenhage.

Case 4711/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Roy Peter du Toit**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kimberley, and a warrant of execution dated 25 August 1993, the undermentioned property will be sold in execution to the highest bidder at the Magistrate's Court, Kimberley, on Thursday, 25 November 1993 at 10:00:

Certain Erf 6639, Kimberley, situated in the City and District of Kimberley, measuring 352 (three hundred and fifty-two) square metres, held under Deed of Transfer T2708/92, also known as 27 Church Street, Ashburnham, Kimberley.

Ten per cent (10%) of the purchase price together with Value-Added Tax thereon, where applicable, and auctioneer's charges together with Value-Added Tax on such charges payable in cash on the date of the sale; the balance of the purchase price together with Value-Added Tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Kimberley, and will be read out immediately prior to the sale.

Frank, Horwitz, Hugo & Fletcher, Attorneys for Plaintiff, Second Floor, United Building, Chapel Street, Kimberley.

Case 3784/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Y. H. M. Panker**, First Defendant, and **J. V. Panker**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kimberley, and a warrant of execution dated 4 June 1993, the undermentioned property will be sold in execution to the highest bidder at the Magistrate's Court, Kimberley, on Thursday, 25 November 1993 at 10:00:

Certain Erf 16829, Kimberley, situated in Kimberley Extension 46, in the Municipality and Administrative District of Kimberley, measuring 319 (three hundred and nineteen) square metres, held under Deed of Transfer T1829/89, also known as 26 Ninth Street, Homevale, Kimberley.

The following improvements on the property are reported, but nothing is guaranteed: Lounge, kitchen, scullery, three bedrooms, bathroom and toilet.

Ten per cent (10%) of the purchase price together with Value-Added Tax thereon, where applicable, and auctioneer's charges together with Value-Added Tax on such charges payable in cash on the date of the sale; the balance of the purchase price together with Value-Added Tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Kimberley, and will be read out immediately prior to the sale.

Frank, Horwitz, Hugo & Fletcher, Attorneys for Plaintiff, Second Floor, United Building, Chapel Street, Kimberley.

Case 10598/93

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 Limited**, Plaintiff, and **Jerome Frank Ross**, First Defendant, and **Doreen Ross**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution dated 20 September 1993, the following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 22 November 1993 at 09:00, to the highest bidder:

Certain Erf 454, Gaylee, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 743 (seven hundred and forty-three) square metres, held by Deed of Transfer T78562/91, also known as 16 Karen Street, Blackheath, 7581.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to date of transfer, against registration of transfer which amounts are to be secured by 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 13 October 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP Z21424.)

Case 10572/93

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 Limited, Plaintiff, and **Patrick William John Muller**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River and writ of execution dated 14 September 1993, the following property will be sold in execution, at the site of the property, 8 Welgegund Street, Brackenfell, 7560, on Wednesday, 24 November 1993 at 12:00, to the highest bidder:

Certain Erf 9932, Brackenfell, in the Municipality of Brackenfell, Division of Stellenbosch, in extent 258 (two hundred and fifty-eight) square metres, held by Deed of Transfer T35454/93, also known as 8 Welgegund Street, 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 foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 13 October 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP Z21438.)

Case 3564/93

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 **Gerrit Jacobus Wenn**, First Defendant, and **Susara Magdalena Wenn**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Somerset West, and writ of execution dated 10 September 1993, the following property will be sold in execution, in front of the Court-house for the district of Somerset West on Tuesday, 23 November 1993, at 10:00, to the highest bidder:

Certain Erf 1976, Macassar, in the Local Area of Macassar, Division of Stellenbosch, in extent 111 (one hundred and eleven) square metres, held by Deed of Transfer T7894/93, also known as 29 Dakota Street, Macassar, 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 foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 13 October 1993.

G. Visser, for Malan Laàs & Scholtz, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP Z20819.)

Case 10174/93

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 **Desmond Joseph**, First Defendant, and **Audrey Sharon Joseph**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution dated 15 September 1993 the following property will be sold in execution, in front of the Court-house, for the district of Kuils River, on Monday, 22 November 1993 at 09:00, to the highest bidder:

Certain Erf 3555, Kleinvelei, in the local area of Blue Downs, Division of Stellenbosch, in extent 280 (two hundred and eighty) square metres, held by Deed of Transfer T79847/92, also known as 58 Pine Crescent, Kleinvelei, Eerste River, 7100.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, 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 13 October 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP Z21245.)

Saak 2606/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **John Jacobus Arends**, Eerste Verweerder, en **Joan Lynette Aletta Arends**, Tweede Verweerder

Ter uitvoering van die vonnis van die Landdroshof, Mosselbaai, sal die volgende onroerende eiendom hieronder beskryf op Vrydag, 19 November 1993 om 11:00, by die Landdroshof, Mosselbaai, per publieke veiling in eksekusie verkoop word, naamlik:

Erf 6280, Mosselbaai, in die munisipaliteit en afdeling Mosselbaai.
Groot: 576 vierkante meter.

Verbeterings: Woonhuis bestaande uit vier slaapkamers, sitkamer, eetkamer, kombuis, badkamer en motorafdek.

Verkoopvoorwaardes:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die bepalings van die Wet op Landdros-howe, No. 32 van 1944, soos gewysig, en die voorwaardes van die titelakte waaronder dit gehou word.

2. Een tiende van die koopprijs moet in kontant of deur middel van 'n bankgewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprijs, tesame met rente daarop teen die heersende bankkoers vanaf datum van verkoping teen registrasie van oordrag moet verseker word deur die lewering van 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae na die veilingdatum.

3. Die koper is aanspreeklik vir betaling van alle transportkoste, hereregte, agterstallige belastinge, diensgelde, Belasting op Toegevoegde Waarde, afslaskommissie en enige bykomende koste.

4. 'n Verband is beskikbaar aan 'n goedgekeurde koper.

5. Die verkoping geskied volgens die voorwaardes wat ter insae lê by die kantoor van die Balju, Danie de Jagerstraat 24, Mosselbaai.

Gedateer te Mosselbaai hierdie 11de dag van Oktober 1993.

Knopp & Kotze, Prokureurs vir Eiser, Powriestraat 5; Posbus 206, Mosselbaai, 6500.

Case 16126/93

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, Judgment Creditor, and **Desmond Charles Castle**, First Judgment Debtor, and **Sonia Cheryl Castle**, Second Judgment Debtor

In pursuance of judgment granted at Mitchells Plain Court on 16 September 1993, the following property will be sold in execution by public auction, held at Wynberg Court, to the highest bidder on 24 November 1993 at 10:00:

Description: Erf 40797, Mitchells Plain, Cape Division.

In extent: 264 (two hundred and sixty-four) square metres.

Postal address: 49 Anna Marie Drive, Morgenster.

Improvements: Dwelling: Two bedrooms, kitchen, lounge, toilet/bathroom.

Held by Deed of Transfer T64953/88.

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 calculated on Plaintiff's claim 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 14 (fourteen) days of the date of sale.

Dated at Parow this 14th day of October 1993.

H. C. van Niekerk, for Van Niekerk, Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road; P.O. Box 713, Parow, 7500; [Tel. (021) 92-6017.] (Ref. W51763/HVN/Mrs Wolmarans.)

Saak 6145/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Carrico Calvinio Botha**, Eerste Verweerder, en **Sophie Botha**, Tweede Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik van Port Elizabeth en 'n eksekusie lasbrief gedateer 26 April 1993, sal die ondergemelde eiendom verkoop word op 26 November 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:

(a) Deel 7, soos aangetoon en volledig beskryf op Deelplan SS23/1987, in die gebou of geboue bekend as Henlyn, geleë te North End in die munisipaliteit van welke deel die vloeroppervlakte, volgens die voormelde deelplan, 65 vierkante meter groot is;

(b) tesame met 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue soos getoon en volledig beskryf op genoemde Deelplan, toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, gespesifiseer in 'n bylae op die genoemde Deelplan, en gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST11689/92.

Ook bekend as Henlynhof 5, Uitenhageweg, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 13de dag van Oktober 1993.

Roman Greyvenstein, vir Greyvensteins Ing., St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. R. Greyvenstein/sh/Z8926.)

Case 13172/93

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 Limited, Plaintiff, and **Joshua Jonker van der Heyde**, First Defendant, and **Johanna Sybil van der Heyde**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Mitchells Plain and writ of execution dated 24 August 1993, the following property will be sold in execution, in front of the Court-house for the District of Wynberg, on Wednesday, 24 November 1993, at 10:00, to the highest bidder:

Certain: Erf 40889, Mitchells Plain, in the Municipality of Cape Town, Cape Division.

In extent: 333 (three hundred and thirty-three) square metres, held by Deed of Transfer T74361/92, also known as 26 Tanya Close, Morgenster, 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 foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per cent) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per cent) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim), from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 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 13th day of October 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP Z20145.)

Case 1428/91

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

Nedcor Bank Limited versus Kami Mathews Mlokoti, married in community of property to **Nomvula Dinah Mlokoti**

The property: All right, title and interest in the leasehold for residential purposes in respect of Erf 4818, Khayelitsha, situated in the area of jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 180 square metres, situated at 1218 Nanana Street, 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: 26 November 1993 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be voetstoos, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per centum) 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 13th day of October 1993.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

Case 5935/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited versus Anthony Frank September, married in community of property to **Brenda Catherine September**

The property: Erf 1302, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, in extent 421 square metres, situated at 55 Elland Street, Weltevreden Valley:

Improvements (not guaranteed): Single dwelling built with bricks under a tiled roof consisting of approximately two bedrooms, kitchen, lounge and toilet/bathroom.

Date of sale: 26 November 1993 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be voetstoos, 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 12th day of October 1993.

Pincus Mats Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

Case 2502/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Wilfred John Carels**, First Judgment Debtor, and **Hilda Christine Carels**, Second Judgment Debtor

The following property will be sold in execution by public auction held at Malmesbury Court, to the highest bidder on 23 November 1993 at 10:30:

Description: Erf 3456, Wesfleur, in the Atlantis Residential Local Area Division, Cape, in extent 562 (five hundred and sixty-two) square metres.

Postal address: 117 Starling Street, Atlantis.

Improvements: Dwelling, kitchen, lounge, dining-room, three bedrooms, bathroom/toilet and bathroom/shower, held by Deed of Transfer T27014/89.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim 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 14 (fourteen) days of the date of sale.

Dated at Parow this 15th day of October 1993.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500. (Ref. W50202/HVN/Mrs Wolmarans.)

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, Judgment Creditor, and **Lester George Constant**, Judgment Debtor

In pursuance of a judgment granted by the Mitchells Plain Magistrate's Court, on 20 September 1993, the following property will be sold in execution by public auction held at Wynberg Court, to the highest bidder on 24 November 1993 at 10:00:

Description: Erf 4254, Mitchells Plain in the Municipality of Cape Town, Cape Division, in extent 208 (two hundred and eight) square metres.

Postal address: 124 Zambesi Way, Portlands.

Improvements: Dwelling, three bedrooms, lounge, kitchen, bathroom and toilet, held by Deed of Transfer T36930/91.

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 centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim 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 14 (fourteen) days of the date of sale.

Dated at Parow this 15th day of October 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. W51765/HVN/Mrs Wolmarans.)

Saak 6123/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Munisipaliteit Paarl**, Eksekusieskuldeiser, en **A. J. J. Beukes**, Eerste Eksekusieskuldenaar, en **N. M. Beukes**, Tweede Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Paarl, gehou te Paarl, en lasbrief gedateer, sal die volgende onroerende eiendom hieronder beskryf, geregtelik te Lilacstraat 7, Groenheuwel, Paarl-Oos, verkoop word op 23 November 1993 om 10:00, aan die hoogste bieder:

Erf 18092, Paarl, in die munisipaliteit en afdeling Paarl, groot 240 (tweehonderd en veertig) vierkante meter, geleë te Lilacstraat 7, Groenheuwel, Paarl-oos.

Verkoopvoorwaardes:

1. Die verkoping sal aan die hoogste bieder geskied, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls en bepalings wat daarvolgens die transportaktes gemaak is in soverre dit van toepassing is.

2. Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling kontant betaal aan die afslaer. Die balans tesame met rente bereken daarop teen 17,25% (sewentien komma twee vyf) per jaar tot datum van registrasie van die transport, moet binne 14 dae betaal word, of verseker word deur 'n bank of bougenootskapwaarborg.

3. Die koper sal alle transportkoste (insluitende hereregte of Belasting op Toegevoegde Waarde) en alle koste wat daarmee gepaard gaan, betaal.

4. Die ander voorwaardes en terme lê ter insae by kantore van die Balju van die Hof, Landdroskantoor, Paarl.

Gedateer te Paarl op hierdie 13de dag van Oktober 1993.

Oosthuizen & Kie, Prokureurs vir Eiser, Hoofstraat 304, Posbus 246, Paarl. [Tel. (02211) 23014/5/6.] (Verw. MO/mv.) [Fax. (02211) 22756.]

Case 2155/93

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 **Neatshire Property Investments CC**, Defendant

In pursuance of a judgment in the above Court and writ of execution dated 10 August 1993, the following properties will be sold in execution on Wednesday, 24 November 1993 at 09:00, to the highest bidder at the site of the property:

1. Erf 8617, Fish Hoek, in the Municipality of Fish Hoek, Cape Division, in extent 596 (five hundred and ninety-six) square metres, held by Deed of Transfer 4764/92, also known as Erf 8617, Fish Hoek (off Carmichael Road, Fish Hoek), consisting of vacant land.

2. Erf 8618, Fish Hoek, in the Municipality of Fish Hoek, Cape Division, in extent 595 (five hundred and ninety-five) square metres, held by Deed of Transfer T4765/92, also known as Erf 8618, Fish Hoek (off Carmichael Road, Fish Hoek), 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 properties and the properties will, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the auctioneer immediately prior to the sale may be inspected at the office of the Sheriff, St George's Street, Simon's Town.

Dated at Fish Hoek this 14th day of October 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, Hove-To Medical Centre, 18 Kommetjie Road, Fish Hoek, 7975.

Case 11370/93

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 Limited, Plaintiff, and **Abrey Benjamin Neethling**, First Defendant, and **Denise Sophia Neethling**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Mitchells Plain, and writ of execution dated 28 June 1993, the following property will be sold in execution, in front of the Court-house for the District of Wynberg, on Wednesday, 24 November 1993 at 10:00, to the highest bidder:

Certain Erf 22363, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 240 (two hundred and forty) square metres, held by Deed of Transfer T45981/92, also known as 67 Klipspringer Street, Eastridge, 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 foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported, but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per cent) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on this 14th day of October 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 Z19421.)

Case 12759/93

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 Limited, Plaintiff, and **Marcelle Mikkelsen**, First Defendant, and **Carol Linda Mikkelsen**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Mitchells Plain and writ of execution dated 29 July 1993, the following property will be sold in execution, in front of the Court-house for the District of Wynberg, on Wednesday, 24 November 1993 at 10:00, to the highest bidder:

Certain Erf 11077, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 193 (one hundred and ninety-three) square metres, held by Deed of Transfer T28426/92, also known as 12 Mirage Road, Rocklands, 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 foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported, but nothing is guaranteed: A dwelling comprising a lounge, dining-room, kitchen, three bedrooms, bathroom/w.c. and shower/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 cent) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on this 14th day of October 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 Z20003.)

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

Nedcor Bank Limited versus Sakiwo Jafta Kalashe

The property: Erf 19553, Khayelitsha in the area of the Town Council of Lingeletu West Cape Division.

In extent: 150 square metres.

Situated at: 50 Thandi Modife Street, Khayelitsha.

Improvements (not guaranteed): Single dwelling built with bricks under an asbestos roof consisting of approximately two bedrooms, dining-room, kitchen, bathroom and w.c.

Date of sale: 26 November 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 centum) 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 12th day of October 1993.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk Town Centre, Mitchells Plain.

Case 9572/93

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, Judgment Creditor, and **Rodney William Gertze**, First Judgment Debtor, and **Vera Gwendoline Gertze**, Second Judgment Debtor

In pursuance of a judgment granted by the Mitchells Plain Magistrate's Court on 9 June 1993, the following property will be sold in execution by public auction held at Wynberg Court, to the highest bidder, on 24 November 1993 at 10:00:

Description: Erf 20678, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 310 (three hundred and ten) square metres.

Postal address: 20 Park Road, Mitchells Plain.

Improvements: Dwelling: Three bedrooms, bathroom, kitchen, lounge, dining-room and garage.

Held by Deed of Transfer T69454/92.

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:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 18th day of October 1993.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500.

Case 3885/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Winston Athol Kriel** (adult male), Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution dated 12 May 1993, the following property will be sold on Friday, 19 November 1993 at 10:00, at the property, namely 49 Summit Road, Beacon Bay, East London, to the highest bidder:

Remainder Erf 26, Beacon Bay (East London North Township), Municipality of Beacon Bay, Division of East London, in extent 2 216 (two thousand two hundred and sixteen) square metres, held by Deed of Transfer T2902/1984 (also known as 49 Summit Road, Beacon Bay, East London), subject to the conditions referred to in the said Deed of Transfer.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price at the time of the sale and the unpaid balance thereof, together with interest to be secured, by way of an approved bank or building society guarantee to the Plaintiff's conveyancers within fourteen (14) days of date of sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act as also to the provisions of the title deed.

3. The property shall be sold subject to any existing tenancy and if a bid is insufficient to meet the claim of the Execution Creditor the property shall be sold free of such tenancy. Subject to the foregoing, the purchaser shall be entitled to possession from the date of sale.

4. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately prior to the sale.

5. The following information is furnished but not guaranteed: Vacant plot.

Dated at East London this 15th day of October 1993.

Russell Esterhuizen Nel & De Klerk, Judgment Creditor's attorneys, 8 Graham Road, Southernwood, East London.

Saak 585/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WARRENTON GEHOU TE WARRENTON

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Rejoice Mohanyehanye**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik van Warrenton gedateer 10 September 1993, in bogenelde saak, sal 'n verkoping per openbare veiling gehou word deur die Balju van die Landdroshof by die Landdroskantore te Warrenton, op 26 November 1993 om 10:00, van die ondergemelde eiendom van die Verweerder op die voorwaardes wat ter insae lê by die kantore van die Balju en wat deur die Balju gelees sal word voor die verkoping:

Sekere Erf 699, geleë in Ikhutseng, distrik Warrenton, afdeling Kimberley, groot 241 m², geregistreer in die naam van Verweerder kragtens Transportakte TL82/91.

Die verbeterings bestaan uit aparte enkelverdiepingwoonhuis met buitegeboue en omheining, maar niks word gewaarborg in hierdie verband nie.

Term: 10% (tien persent) van die koopprys in kontant, en die afslaer se gelde in kontant op die dag van die verkoping en die balans teen transport, verseker te word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne veertien (14) dae vanaf datum van verkoping verskaf word.

Gedateer te Warrenton op hede die 18de Oktober 1993.

Jaap D. le Grange, Prokureur vir die Eiser, Uysstraat 54, Posbus 182, Warrenton. [Tel. (05333) 3168/9.]

Case 14274/93

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, Judgment Creditor, and **Willem Gertse**, Judgment Debtor

The following property will be sold in execution by public auction held at Wynberg Court to the highest bidder on 1 December 1993 at 10:00:

Description: Erf 8249, Mitchells Plain in the Municipality of Cape Town, Cape Division.

In extent: 192 (one hundred and ninety-two) square metres.

Postal address: 40 Blombos Street, Lenteguur.

Improvements: Dwelling: Two bedrooms, bathroom, kitchen and lounge.

Held by Deed of Transfer T70399/90.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 11th day of October 1993.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Case 13899/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Abraham Joseph Mentoor**, Defendant

In the above matter a sale will be held on 26 November 1993 at 10:45, at the site of 137, Heather Road, Austinville, Blackheath, being:

Erf 42, Gaylee, in the Local Area of Blue Downs, Stellenbosch Division, measuring 475 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 three bedrooms, lounge, kitchen, 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 15213/92

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 Limited, Plaintiff, and **David Salang Mokete**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, on the steps of the Magistrate's Court, Wynberg, on 25 November 1993 at 10:00:

Erf 18646, Khayelitsha, situated under the jurisdiction of the Town Council of Lingeletu West, Administrative District of the Cape, in extent 318 (three hundred and eighteen) square metres, also known as 8 Tugela Avenue, Bongweni, Khayelitsha.

Conditions:

1. The following information is furnished, but not guaranteed: Single dwelling of brick walls under asbestos tiled roof consisting of three bedrooms, kitchen, dining-room, bathroom and w.c.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Claremont this 6th day of October 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Third Floor, Norwich Life Centre, Protea Road, Claremont.

Case 2347/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedcor Bank Limited versus Murray Arthur Webber

In pursuance of a judgment dated 13 October 1993, and an attachment, the following immovable property will be sold in the foyer of the AA Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 19 November 1993 at 15:00:

Remainder Erf 499, Central, in the Municipality and Division of Port Elizabeth, in extent 158 (one hundred and fifty-eight) square metres, situated at 31 Callington Street, Central, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey demi-detached dwelling under a concrete tile roof, consisting of two bedrooms, one and a half bathrooms, kitchen, lounge, dining-room and family room.

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, AA Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% (ten per centum) on date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R100 plus VAT] are also payable on date of sale.

Dated this 18th day of October 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 18995/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, Plaintiff, versus **Mluleki Gladman Bungane**, First Defendant, and **Xoliswa Patricia Bungane**, Second Defendant

In pursuance of a judgment dated 3 September 1993, and an attachment on 11 October 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, 19 November 1993 at 14:15:

Erf 19768, Ibhayi, at McNamee Village in the Administrative District of Port Elizabeth, in extent 208 (two hundred and eight) square metres, situated at 107 Msimka 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, kitchen and bathroom.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance including VAT if applicable against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [4% (four per cent)] are also payable on date of sale.

Dated this 20th day of October 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 24811/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, Plaintiff, *versus* **Nkululeko Bishini**, Defendant

In pursuance of a judgment dated 26 August 1993, and an attachment on 15 October 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, 19 November 1993 at 14:15:

Erf 5224, Ibhayi, at KwaZakhele, Administrative District of Port Elizabeth, in extent 257 (two hundred and fifty-seven) square metres, situated at 5224 Site and Service, KwaZakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an asbestos roof consisting of two bedrooms, lounge, kitchen, bathroom and garage.

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 centum) on the date of sale, the balance including VAT if applicable against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [4% (four per cent)] are also payable on date of sale.

Dated this 21st day of October 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 19179/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Christo Basson**, First Judgment Debtor, and **Odette Sheila Basson**, Second Judgment Debtor

The following property will be sold in execution by public auction held at 2 Hendrik Potgieter Street, Parow Valley, to the highest bidder on 24 November 1993 at 10:00:

Description: Erf 18073, portion of Erf 10689, Parow, in the Municipality of Parow, Cape Division, in extent 442 (four hundred and forty-two) square metres.

Postal address: 2 Hendrik Potgieter Street, Parow Valley.

Improvements: Dwelling, three bedrooms, kitchen, lounge, dining-room, 1½ bathrooms, toilet and garage, held by Deed of Transfer T9365/87.

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 centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim 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 14 (fourteen) days of the date of sale.

Dated at Parow this 11th day of October 1993.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500.

Case 7074/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **Nedperm Bank Limited**, *versus* **Ivan Michael Salsone**

In pursuance of a judgment dated 6 August 1993, and an attachment on 2 September 1993, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 19 November 1993 at 14:15:

Erf: 2709, Bethelsdorp, in the Municipality and Administrative District of Port Elizabeth.

In extent: 394 (three hundred and ninety-four) square metres.

Situate at: 15 Sayster Street, Salsoneville, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, concrete block dwelling under an asbestos roof, consisting of three bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court West, 36 North Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 21 days of sale. Sheriff's charges (4%) four per cent are also payable on date of sale.

Dated on the 21st day of October 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 2311/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, versus **Stuart David Lehy**, First Defendant, and **Yvonne Adelaide Theresa Lehy**, Second Defendant

In pursuance of a judgment dated 13 October 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, 19 November 1993 at 15:00:

Erf: 1915, Lorraine, in the Municipality and Division of Port Elizabeth.

In extent: 1 264 (one thousand two hundred and sixty-four) square metres.

Situate at: 120 Luneville Road, Lorraine, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a concrete tiled roof consisting of three bedrooms, lounge, dining-room, kitchen, two bathrooms, two carports, garage and swimming-pool.

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, 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 R100,00 plus VAT] are also payable on date of sale.

Dated at Port Elizabeth on this the 19th day of October 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 819/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **Nedperm Bank Limited**, versus, **Lizo David Ntluzo**

In pursuance of a judgment dated 5 February 1992, and an attachment on 15 October 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, 19 November 1993 at 14:15:

Erf: 4115, Ibhayi at Kwazakhele, Administrative District of Port Elizabeth.

In extent: 247 (two hundred and forty-seven) square metres.

Situate at: 4115 Site & Service, Kwazakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an asbestos roof, consisting of bedroom, lounge, dining-room 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 date of sale, the balance including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 21 days of sale. Sheriff's charges (4%) four per cent are also payable on date of sale.

Dated on the 20th day of October 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 25293/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **Nedcor Bank Limited**, Plaintiff, versus **Lumkile John Kewana**, Defendant

In pursuance of a judgment dated 8 September 1993, and an attachment on 15 October 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, 19 November 1993 at 14:15:

Erf: 9128, Ibhayi, at Kwazakhele Administrative District of Port Elizabeth.

In extent: 236 (two hundred and thirty-six) square metres.

Situate at: 9128 Site & Service, Kwazakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an asbestos roof consisting of two bedrooms, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff 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 on the 21st day of October 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Saak 1546/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen **First National Bank of SA Ltd**, trading as Wesbank, Eiser, en **P. E. D. Claasen**, Verweerder

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Malmesbury en lasbrief tot uitwinning gedateer 7 Julie 1992, sal die volgende eiendom in eksekusie verkoop word, by die eiendom synde Tortelduifsingel 17, Robinvale, Atlantis, op 2 Desember 1993 om 10:00, aan die verkoopvoorwaardes, hierna vermeld:

Erf 3754, Wesfleur, in die residensiële plaaslike gebied Atlantis, afdeling Kaap, groot 803 vierkante meter, gehou kragtens Akte van Transport 5127/1987, ook bekend as Tortelduifsingel 17, Robinvale, Atlantis, onderworpe aan die voorwaardes daarin vermeld.

Verkoopvoorwaardes:

1. Die verkoping sal onderworpe wees aan die bepalings en voorwaardes van die Wet op Magistraatshoue, die reëls daarvolgens uitgevaardig en van die toepaslike titelaktes en die eiendom sal, onderworpe aan die voorafgaande, aan die hoogste bieder verkoop word.

2. *Betaling:* Tien persent (10%) van die koopprys moet kontant betaal word ten tyde van die verkoping en die volle balans met rente teen die heersende koers van 28,28% (aght-en-twintig komma aght-en-twintig persent) per jaar bereken op die bedrag van die Vonnisskuldenaar se vordering (en in geval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) van die datum van verkoping tot datum van registrasie van oordrag, welke bedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

3. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Malmesbury op hierdie 19de dag van Oktober 1993.

H. A. Groenewaldt, vir Groenewaldt Shoeman & Terblanche, Sanlamsentrum, Hillstraat, Malmesbury. (Verw. mnr. Groenewaldt/sw/F4237.)

Case 015492/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Embassy Body Corporate**, Judgment Creditor, and **Oreste Andrea Marsiglia**, Judgment Debtor

The following property will be sold in execution, on 23 November 1993 at 11:30, at 9 Embassy Court, 197 High Level Road, Sea Point:

A unit consisting of Section 9, as shown and more fully described on sectional plan SS242/90 in the building or buildings known as Embassy situated at Sea Point in the Municipality of Cape Town, in extent 63 (sixty-three) square metres, held by virtue of Certificate of Registered Sectional Title ST242/1990 (9) unit.

Notarial Deed of Exclusive Usage SK268/91 re Parking Bay P2, in extent 15 (fifteen) square metres, being part of the common property comprising the land and building or buildings known as Embassy as shown and more fully described on Sectional Plan SS249/1990, held by Certificate of Real Rights SK1134/1990 S, also known as Flat 9, Embassy Court, High Level Road, Sea Point.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, bedroom, bathroom/toilet, fully carpeted and renovated with balcony, security and intercom system with inside garden on the first floor.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer], against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town on this 18th day of October 1993.

Andre du Toit & Co., Judgment Creditor's Attorneys, Seventh Floor, Guarantee House, 37 Burg Street, Cape Town. (Ref. AFDT/SD/P35.)

Case 5886/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedperm Bank Limited versus Vuyo Joseph Mdala

In pursuance of a judgment dated 20 March 1992 and an attachment on 15 October 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, 19 November 1993 at 14:15:

Erf 869 Motherwell N.U.6, Phase 1, Administrative District of Uitenhage, in extent 235 (two hundred and thirty-five) square metres, situated at 95 Mlimane Street, Motherwell N.U.6, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under a tiled roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court - North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 14 days of the sale. Sheriff's charges (4%) four per cent are also payable on date of sale.

Dated 20 October 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 11255/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, Plaintiff versus Michael David Henderson, Defendant

In pursuance of a judgment dated 23 April 1993 and an attachment on 26 May 1993, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 19 November 1993 at 14:15:

Section 4, Rosedale, situated at Port Elizabeth Central in the Municipality of Port Elizabeth, in extent 49 (forty-nine) square metres, situated at Flat 104, Rosedale, Rose Street, Central, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a one-bedroomed flat with kitchen, bathroom and carport.

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, South, 26 North Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance including VAT if applicable against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges (4%) four per cent are also payable on date of sale.

Dated 19 October 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 132/93

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

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **Bradley Robert John Hart**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Goodwood, dated 29 March 1993, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction, held on the premises, to the highest bidder on 23 November 1993 at 12:00:

Erf 93, Richmond Park, in the Municipality of Milnerton, Cape Division, in extent 495 (four hundred and ninety-five) square metres.

Street address: 2 Welgelegen Road, Richwood.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction, and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Tiled roof, brick walls, lounge, dining-room, kitchen, four bedrooms, two bathrooms and garage.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Epping Avenue, Elsie's River.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16,75% (sixteen comma seven five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 19th day of October 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 2665/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), Execution Creditor, and the Trustees for the time being of **Smuts-Erasmus Trust**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Stellenbosch, dated 2 August 1993, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction, held on the premises, to the highest bidder on 23 November 1993 at 09:00:

Erf 8167, Stellenbosch, in the Municipality and Division of Stellenbosch, in extent 970 (nine hundred and seventy) square metres.

Street address: 5 Compacta Road, Stellenbosch.

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, family room, kitchen, scullery, three bedrooms, bathroom, bathroom/w.c./shower, w.c./shower, patio, two garages and w.c.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 116 Bergville, Victoria Street, Stellenbosch.

(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 19th day of October 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Saak 520/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

In die saak tussen **Federated Timbers (Edms.) Bpk.**, Vonnisskuldeiser, en **D. W. Heneke**, handeldrywende as **D. H. Pavers**, Vonnisskuldenaar

Ingevolge 'n vonnis gegee deur die Landdroshof, Hermanus, op 7 Mei 1993 en 'n lasbrief van eksekusie uitgereik op 7 Mei 1993, sal die eiendom bekend as:

Erf 554, Hawston, geleë in die plaaslike gebied Hawston, afdeling Caledon, groot 673 (seshonderd drie-en-sewentig) vierkante meter, geleë te Ebenezerstraat E40, Hawston, in eksekusie verkoop word op 26 November 1993 om 10:00, to bogenoemde perseel, op die terme en voorwaardes wat onmiddellik en voor die verkoping uitgelees sal word en wat intussen by die kantoor van die Balju van die Landdroshof, Hermanus, en by die kantore van die ondergetekende nagegaan mag word. Die wesenlike terme en voorwaardes van die verkoping is as volg:

1. Die koper sal 10% (tien persent) van die koopprys onmiddellik betaal en sal 'n bank- of bougenootskapwaarborg wat deur die Vonnisskuldeiser se prokureurs aanvaarbaar is, verskaf vir die uitstaande koopprys en rente daarop binne 14 dae na die datum van die verkoping.

2. Benewens die koopprys sal die koper alle koste van die Raad ten opsigte van agterstallige eiendomsbelasting en boetes sowel as invorderingskommissie, indien enige, tesame met rente op die kapitale bedrag bereken teen 25% (vyf-en-twintig persent) per jaar, vanaf datum van verkoop tot datum van registrasie van oordrag, beide datums ingesluit, aan die Vonnisskuldeiser betaal.

3. Die verkoop is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe en die reëls daarkragtens uitgevaardig.

4. Dit word beweer dat die volgende verbeteringe op die eiendom is, maar niks word in hierdie opsig gewaarborg nie: Woonhuis met buitegeboue.

Gedateer te Hermanus op die 15de dag van Oktober 1993.

L. B. Vorster, vir Vorster & Steyn, Eerste Verdieping, Rothnick Croft, Hoofweg 155, Hermanus.

Case 25302/93

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**, Plaintiff, and **Hubrey Creigh Jordaan**, Defendant

In pursuance to a judgment in the Court of the Magistrate of the District of Port Elizabeth, dated 25 August 1993, the property listed hereunder will be sold in execution on Friday, 19 November 1993 at 14:15, at the front entrance of the Law Courts, North End, Port Elizabeth, to the highest bidder and for cash:

Erf 7869, Bethelsdorp, in the Municipality and Division of Port Elizabeth, measuring 462 square metres, situated at 16 Norval Street, Bethelsdorp, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick dwelling-house consisting of lounge, kitchen, two bedrooms and bathroom with w.c.

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 will be read immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth. A substantial building society loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on the 18th day of October 1993.

J. G. Richards, for Rushmere Noach Incorporated, Plaintiff's Attorneys, 21 Chapel Street, Port Elizabeth. [Tel. (041) 55-7788.] (Ref. Mr Richards/ap.)

Saak 2995/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **ABSA Bank Beperk** (handeldrywende as United Bank), Eiser, en **Kiwidore Ezau Fillis**, Eerste Verweerder, en **Beatrice Fillis**, Tweede Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en die lasbrief vir eksekusie gedateer 9 Julie 1993, sal die hieronder-vermelde eiendom verkoop word op 2 Desember 1993 om 11:00, voor die Landdroskantoor, Adderleystraat, Worcester, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 10143, Worcester, afdeling Worcester, groot 539 vierkante meter, gehou kragtens Akte van Transport T42406/91, bekend as Alisterweg 58, Johnsons Park, Worcester, 6850.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie, naamlik: Losstaande enkelverdiepingwoonhuis, drie slaapkamers, kombuis, badkamer, sitkamer, Novilon vloerbedekking en IBR-dak.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Worcester, en by die ondergetekendes.

Die belangrikste voorwaarde daarin vervat is die volgende: Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word.

Geteken te Worcester op hierdie 20ste dag van Oktober 1993.

Muller Terblanche & Beyers, Kerkstraat 66, Posbus 18, Worcester, 6849. (Verw. VF0540.)

Case 3713/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **ABSA Bank Limited** (trading as United Bank), Plaintiff, and **Nasier Sadan**, and **Martina Sadan**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Somerset West, on 23 November 1993 at 10:00:

Remainder Erf 3029, Macassar, in the Local Area of Macassar, Division of Stellenbosch, in extent 207 square metres, also known as 30 Trinidad Place, Macassar, Somerset West.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling with lounge, kitchen, two bedrooms, bathroom/w.c.

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 18th day of October 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 16166/93

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 **Francois Damon Witbooi**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Wynberg, on 24 November 1993 at 10:00:

Erf 35491, Mitchells Plain, in the Municipality of Cape Town, Cape Divisio, in extent 245 square metres, also known as 66 Anzio Crescent, Strandfontein, Mitchells Plain.

Conditions:

1. The following information is furnished, but not guaranteed: Brick dwelling under tiled roof with three bedrooms, lounge, kitchen and bathroom/toilet.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 15th day of October 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Saak 6180/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **NBS Bank Beperk**, Eiser, en **K. D. Esterhuizen**, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Paarl, gedateer 27 September 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Ariastraat 24, Dal Josaphat, Paarl, per publieke veiling te koop aangebied op 29 November 1993 om 10:00:

Erf 16486, Paarl, ook bekend as Ariastraat 24, Dal Josaphat, Paarl, afdeling Paarl, groot 260 vierkante meter, gehou kragtens Transportakte T9255/91.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Paarl, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 18% (agtien persent) per jaar, op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Paarl, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer die 19de dag van Oktober 1993.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EEN315.)

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

In the matter between **Nedcor Bank Limited**, trading as Nedbank, Plaintiff, and **Wendy Deary**, Defendant

In execution of the judgment of the Magistrate's Court, Wynberg, in the above matter, a sale will be held on Monday, 15 November 1993 at 14:00, on site of the immovable property referred to below:

Erf 536, Zeekoevlei, in the Local Area of Zeekoevlei, Cape Division, in extent 1 041 square metres, held by Deed of Transfer T34623/1982, also known as Asteris, Pelican Way, Zeekoevlei.

The said information is furnished in good faith but is not guaranteed.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest at the ruling interest rate to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Wynberg.

D. B. Mandy, for Herold Gie & Broadhead Inc., Attorney for Judgment Creditor, 15 Tokai Road, Tokai, 7945. (Tel. 794-1752.)

Saak 28/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELLINGTON GEHOU TE WELLINGTON

In die saak tussen **The Cape Clothing Provident Fund**, Eiser, en **Abraham Cloete**, Eerste Verweerder, en **Letticia Cloete**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Wellington, en 'n lasbrief tot geregtelike verkoping gedateer 22 Februarie 1993, sal die ondervermelde eiendom op Dinsdag, 23 November 1993 om 10:00, te Pentzstraat 34, Wellington, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 6915, Wellington, in die munisipaliteit Wellington, afdeling Paarl, groot 370 (drie sewe nul) vierkante meter, gehou kragtens Transportakte T3180/92, en onderhewig aan die voorwaardes daarin na verwys en geregistreer ten gunste van Abraham Cloete en Letticia Cloete.

Veilingvoorwaardes:

(1) Die veiling is onderworpe aan die bepalings en voorwaardes van die Landdroshofwet, 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 koopprijs is betaalbaar onmiddellik na die eiendom as verkoop verklaar is en die res van die koopprijs saam met rente daarop teen heersende bankkoers is betaalbaar teen registrasie van oordrag wat onmiddellik na die veiling gegee en geneem sal word.

(3) Die volledige veilingvoorwaardes sal tydens die veiling voorgelees word en lê voor die veiling ter insae in die kantoor van die Balju, Wellington, en in die kantoor van ondergetekende.

Lewis Coetzee & Truter, Vonnisskuldeiser se Prokureurs, Kerkstraat 27, Wellington. [Tel. (021) 3-1140/3-1170.]

Saak 5816/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen **ABSA Bank Limited**, Eiser, en **Edward Ponie**, Eerste Verweerder, en **Lena Ponie**, Tweede Verweerder

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Malmesbury, en lasbrief van uitwinning, gedateer 11 Januarie 1993, sal die volgende eiendom in eksekusie verkoop word, voor die Landdroshof, Piet Retiefstraat, Malmesbury, op 1 Desember 1993 om 10:00:

Erf 2895, Wesfleur, in die Atlantis Residensiële Plaaslike Gebied, afdeling Kaap, groot 225 (tweehonderd vyf-en-twintig) vierkante meter, ook bekend as Schuylenburg Singel 10, Saxon Sea, Atlantis, gehou kragtens Akte van Transport T32638/91.

Die volgende verbeterings word gemeld maar nie gewaarborg nie: Sitkamer, drie slaapkamers, kombuis, aparte badkamer en aparte toilet.

Verkoopvoorwaardes:

1. Die verkoping sal onderworpe wees aan die bepalings en voorwaardes van die Wet op Landdroshowe, die reëls daarvolgens uitgevaardig en van die toepaslike titelakte en die eiendom sal, onderworpe aan die voorafgaande, aan die hoogste bieder verkoop word.

2. *Betaling*: Tien persent (10%) van die koopprys moet kontant betaal word ten tyde van die verkoping en die volle balans met rente teen die heersende koers van 16,75% (sestien komma sewe vyf persent) per jaar bereken op die bedrag van die Vonnisskuldeiser se vordering (en in geval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) van die datum van verkoping tot datum van registrasie van oordrag teen registrasie van oordrag, welkebedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

3. *Voorwaardes*: Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Malmesbury, hierdie 18de dag van Oktober 1993.

H. A. Groenewaldt, vir Groenewaldt Schoeman & Terblanche, Sanlamsentrum, Malmesbury. (Verw. mnr. Groenewaldt/sw/A7901.)

Case 5075/92

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

In the matter between **United Bank**, a division of ABSA Bank Limited, Judgment Creditor, and **David J. Abrahamse**, First Judgment Debtor, and **Brenda J. Abrahamse**, Second Judgment Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Paarl, and writ of execution dated 2 August 1993, the following property will be sold in execution, at the Court-house, on Tuesday, 23 November 1993 at 11:00, to the highest bidder:

Certain Erf 16656, Paarl, in the Municipality and Division of Paarl, in extent 250 (two hundred and fifty) square metres, held by Deed of Transfer T39699/91, also known as 79 Symphony Avenue, Groenheuvel, Paarl.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: Lounge, kitchen, two bedrooms, bathroom and toilet.

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 19% (nineteen per centum) per calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions*: The full conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale may be inspected at his office.

S. G. Hoffman, Swart & Meyer, United Building Society, 31 Lady Grey Street, Paarl. (Ref. Z. K. Meyer.)

Case 10799/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Gamat Noor Salie**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 24 November 1993 at 10:00, to the highest bidder:

Erf 26671, Mitchells Plain, in extent 290 (two hundred and ninety) square metres, held by T8102/90, situated at 120 Klipspringer Road, Eastridge, 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 (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 Riebeeck Street, Cape Town. (Ref. D1U0103/gl.)

Case 8285/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Limited, trading as United Bank, *versus* **Willem Adolf Eduard van Hansen**

The following property will be sold in execution at the site of the property, 79 Protea Road, Protea Heights, Brackenfell, Cape, on Tuesday, 23 November 1993 at 12:30, to the highest bidder:

Erf 4011, Brackenfell, in extent 1 179 (one thousand one hundred and seventy-nine) square metres, held by T8870/87, situated at 79 Protea Road, Protea Heights, Brackenfell, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, study, family room, kitchen/breakfast nook, three bedrooms, two bathrooms/toilets, two showers/toilets, studio, servant's room, laundry and two attached single garages.

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. D2U1031/gl.)

Case 1783/92

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

ABSA Bank Limited, trading as United Bank, *versus* **Andre Matthew William Sauls**

The following property will be sold in execution in front of the Court-house for the District of Caledon, on Friday, 19 November 1993 at 10:00, to the highest bidder:

Erf 1380, Caledon, in extent 707 (seven hundred and seven) square metres, held by T23794/88, situated at 17 Daniel Stellenberg Street, Caledon, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/kitchen, two 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 (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. D2U1419/gl.)

Case 8737/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Abdul Karriem van der Schyff and Soraya van der Schyff**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 24 November 1993 at 10:00, to the highest bidder:

Erf 40911, Mitchells Plain, in extent 495 (four hundred and ninety-five) square metres, held by T44386/88, situated at 68 Estelle Crescent, Morgenster, 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 (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. D2U1109/gl.)

Case 8482/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank *versus* **Helen Doreen Jacobs**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 24 November 1993 at 10:00, to the highest bidder:

Erf 3866, Mitchells Plain, in extent 253 square metres, held by T58628/1992, situated at 9 Vergelegen Close, Westridge, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed: Dwelling, lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0168/gl.)

Case 8216/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as Allied Bank *versus* **Craig Brenton Robertson and Rozena Robertson**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 22 November 1993 at 09:00, to the highest bidder:

Erf 3442, Blue Downs, in extent 330 square metres, held by T6132/1993, situated at 14 Goldbel Street, Blue Downs, 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 cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3A0398/gl.)

Case 12747/93

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

ABSA Bank Limited, trading as United Bank *versus* **Erwin Petrus Otto**

The following property will be sold in execution at the site of the property, 42 Tyger Crescent, Parow Valley, Cape, on Monday, 22 November 1993 at 11:00, to the highest bidder:

Erf 14618, Parow, in extent 595 square metres, held by T60926/1992, situated at 42 Tyger Crescent, Parow Valley, Cape.

1. The following improvements are reported but not guaranteed: Dwelling, lounge, kitchen, scullery, three bedrooms, bathroom, toilet and two garages.

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 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. D3U0217/gl.)

Case 47175/90

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

ABSA Bank Limited, trading as United Bank *versus* **Harold Wilson and Shirley Pearly Wilson**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 24 November 1993 at 10:00, to the highest bidder:

Erf 40827, Mitchells Plain, in extent 242 square metres, held by T66012/1988, situated at 54 Marianna Crescent, Morgenster, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed: Dwelling, lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. DOU2439/gl.)

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

ABSA Bank Limited, trading as United Bank, *versus* **Elizabeth Isabella Donnelly**

The following property will be sold in execution at the site of the property, 77 Steenoven Street, Bothasig, Cape, on Tuesday, 23 November 1993 at 11:00, to the highest bidder:

Erf 6987, Milnerton, in extent 596 square metres, held by T39878/1990, situated at 77 Steenoven Street, Bothasig, 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 Riebeeck Street, Cape Town. (Ref. D1U0311/gl.)

Case 25439/90

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

ABSA Bank Limited, trading as United Bank, *versus* **Anthony Cogill** and **Colleen Barbara Cogill**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 24 November 1993 at 10:00, to the highest bidder:

Erf 40762, Mitchells Plain, in extent 242 square metres, held by T12081/1988, situated at 55 Esther Crescent, Morgenster, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two 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 Riebeeck Street, Cape Town. (Ref. D0U1448/gl.)

Case 25032/91

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

ABSA Bank Limited, trading as United Bank, *versus* **Derek Johan van Diemen** and **Michelle Justine van Diemen**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 24 November 1993 at 10:00, to the highest bidder:

Erf 2, Mandalay, in extent 564 square metres, held by T58901/1990, situated at 48 Auber Avenue, Mandalay, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, family room, dining-room/kitchen, three bedrooms, bathroom/toilet, shower/toilet and detached double garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D1U0579/gl.)

Case 9238/93

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Howard Noble Long**

The following property will be sold in execution at the site of the property, 4 Brander Avenue, Table View, Cape, on Tuesday, 23 November 1993 at 14:00, to the highest bidder:

Erf 8549, Milnerton, in extent 992 square metres, held by T50258/1992, situated at 4 Brander Avenue, Table View, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, dining-room, family room, kitchen, laundry, three bedrooms, bathroom, shower/toilet, toilet and two garages.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3A0160/gl.)

Case 3697/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, Execution Creditor, and **Melvin Christian Conrad**, First Execution Debtor, and **Iris Kathleen Conrad**, Second Execution Debtor

The following property will be sold in execution on 1 December 1993 at 09:30, to the highest bidder at the Magistrate's Court, Kuils River, namely:

Erf 2657, Blue Downs, in the Lower Kuils River No. 1 Local Area, Division of Stellenbosch, also known as 71 Rio Avenue, Malibu Village, Blue Downs.

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 following improvements are reported but not guaranteed: Dwelling with tiled roof, two bedrooms, bathroom, toilet, lounge and kitchen.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance plus interest at the current rate of 16% (sixteen per centum) per annum (calculated at the Judgment Creditor's claim from the date of sale to date of transfer) against registration of transfer, which amounts are to be secured by an approved guarantee of a deposit taking institution, to be delivered within 14 days after sale.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff, 29 Northumberland Street, Bellville.

Dated at Bellville on this 18th day of October 1993.

S. W. Marais, for Van Dyk Potgieter Marais, Judgment Creditor's Attorneys, 101 Ground Floor, Merindol Centre, 6 Oakdale Road, Bellville. (Tel. 99-5200) (Ref. 1506.50893/S. W. Marais.)

Saak 2717/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GORDONIA GEHOU TE UPINGTON

In die saak tussen **ABSA Bank**, Eiser, en **A. P. van der Vyver**, Eerste Verweerder, en **Ella Beatrice van der Vyver**, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroskantoor, Schröderstraat, op Woensdag, 17 November 1993 om 10:00, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 1564, Upington, geleë in die Upington-dorpsuitbreiding 15, munisipaliteit Upington, afdeling Gordonia, groot 1 031 (eenduisend een-en-dertig) vierkante meter, gehou kragtens Akte van Transport T930/91, onderworpe aan sekere servitute en voorwaardes.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit ingangsportaal, sitkamer, eetkamer, kombuis, opwasplek, drie slaapkamers, drie badkamers, woonstel buitekant, enkel garage, stoorkamer en toilet.

Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

Gedateer te Upington op hierdie 7de dag van Oktober 1993.

Lange Joubert Carr & Blaauw, Prokureurs vir Eiser, Posbus 6, Schröderstraat 26, Upington, 8800.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Lucien John Humphreys and Denise Gwenda Humphreys**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 22 November 1993 at 09:00, to the highest bidder:

Erf 8121, Brackenfell, in extent 257 square metres, held by T49201/1987, situated at 144 Northpine Drive, Northpine, Brackenfell, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, three bedrooms and bathroom/toilet. Attached 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. D0U2342/gl.)

Case 9997/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Steven Neville Adonis and Felicity Adonis**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 22 November 1993 at 09:00, to the highest bidder:

Erf 866, Hagley, in extent 326 square metres, held by T44192/1992, situated at 3 Oxford Close, Wembly Park, Hagley, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0468/gl.)

Case 14829/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Kevin Anthony Hendricks and Julia Andelina Elvina Hendricks**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 1 December 1993 at 10:00, to the highest bidder:

Erf 40785, Mitchells Plain, in extent 242 square metres, held by T8978/1993, situate at 12 Marianna Crescent, Morgenster, 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. D3U0411/gl.)

Case 53094/91

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

ABSA Bank Limited, trading as United Bank, *versus* **Michael Stephens and Daphne Dawn Stephens**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 1 December 1993 at 10:00, to the highest bidder:

Erf 10430, Grassy Park, in extent 467 square metres, held by T49450/1988, situated at 47 Ninth Avenue, Grassy Park, 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. D1U1297/gl.)

Case 9259/91

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

ABSA Bank Limited, trading as United Bank, *versus* **Cornelis Catharinus Jacobus Welleman**

The following property will be sold in execution at the site of the property, 90 Ascot Road, Milnerton, Cape, on Thursday, 25 November 1993 at 14:00, to the highest bidder:

Erf 2146, Milnerton, in extent 1 041 square metres, held by T39739/1986, situated at 90 Ascot Road, Milnerton, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, dining-room, kitchen, laundry, four bedrooms, en suite bath/shower/toilet, shower/toilet, bathroom/toilet, double garage, carport, servant's room, swimming-pool and covered braai area.

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. D1U0395/gl.)

Case 12684/93

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Harold Thomas Mchelm and Berenice Amanda Rachel Mchelm**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 1 December 1993 at 10:00, to the highest bidder:

Erf 61407, Cape Town at Lansdowne, in extent 520 square metres, held by T70996/1992, situated at 26 Harvard Road, Wetton, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, kitchen, three bedrooms, bathroom/toilet and garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3A0179/gl.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Mogamat Sayid Abrahams and Marina Louisa Abrahams**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 29 November 1993 at 09:00, to the highest bidder:

Erf 2826, Kleinvlei, in extent 481 square metres, held by T74065/1992, situated at 7 Hillary Street, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3U0450/gl.)

Case 8741/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Thomas Henry Daniels and Dawn Patience Daniels**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 29 November 1993 at 09:00, to the highest bidder:

Erf 1938, Gaylee, in extent 274 square metres, held by T4898/1988, situated at 34 Brenton Crescent, Dennewire, Gaylee, 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 Riebeeck Street, Cape Town. (Ref. D2U1062/gl.)

Case 15300/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Zubeida Peters**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 1 December 1993 at 10:00, to the highest bidder:

Erf 21317, Mitchells Plain, in extent 152 square metres, held by T48137/1992, situated at 5 Second Gate, Strandfontein Village, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms, bathroom/toilet and guest toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U1488/gl.)

Case 8182/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Rachel Booysen**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 1 December 1993 at 10:00, to the highest bidder:

Erf 12192, Mitchells Plain, in extent 196 square metres, held by T16078/1989, situated at 36 Sea Fire Street, Rocklands, 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. D2U1036/gl.)

Case 4219/92

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **C. H. Prins**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 6 December 1993 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, being Erf 7135, measuring 132 square metres, held by the Execution Debtor under Deed of Transfer T64576/1988, dated 7 November 1988, popularly known as 28 Stable Crescent, Westridge, Mitchells Plain.

The property consists of one single dwelling built of brick walls under tiled roof consisting of three bedrooms, lounge, kitchen, toilet and bathroom.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 21% (twenty-one per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Miss R. Simmer:M924.)

Saak 1039/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **Federated Timbers (Edms.) Bpk.**, handeldrywende as FT Building Supplies, Eiser, en **Jacobus Andria du Preez**, handeldrywende as B R Z Construction, Verweerder

Ingevolge 'n vonnis wat in die bogemelde Hooggeregshof op 31 Maart 1993 toegestaan is en 'n lasbrief wat uit bogemelde Hof uitgereik is, sal die ondergemelde eiendom opgeveil word by die perseel op 23 November 1993 om 14:00:

Die eiendom wat verkoop sal word is: Erf 1148, Wildernis, in die distrik Outeniqua, groot negehoonderd een-en-negentig (991) vierkante meter, gehou kragtens Transportakte T61728/88 geleë te Langvleilaan, Wildernis. Die verkoopvoorwaardes kan by die kantoor van die Balju van die Hooggeregshof te George gelees word.

Geteken te Kaapstad op 13 Oktober 1993.

Truter & Hurter Ing., Prokureur vir Vonnisskuldeiser, Vyfde Verdieping, Dumbartongebou, hoek van Adderley- en Kerkstraat, Kaapstad.

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Nicolaas Nyl**, First Execution Debtor, and **Eva Nyl**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Vredenburg, dated 15 September 1993 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 26 November 1993 at 12:00:

Erf 6345, Saldanha, in the Municipality of Vredenburg-Saldanha, Administrative District of Malmesbury, in extent 378 (three hundred and seventy-eight) square metres.

Street address: 13 Westerdam Street, Saldanha.

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, family room, kitchen, three bedrooms, bathroom/w.c. and garage.

3. The full and complete conditions of sale will be announced by the Serhiff 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, 34 Mars Street, Vredenburg.

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 25 October 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 9316/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank versus **Andries Willem Knouwds**

The following property will be sold in execution at the site of the property, 16 Herte Street, Kraaifontein, Cape, on Tuesday, 30 November 1993 at 09:00, to the highest bidder:

Erf 2163, Kraaifontein, in extent 496 square metres, held by T30766/1993, situated at 16 Herte Street, Kraaifontein, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, family room, kitchen, three bedrooms, bathroom/shower and toilet. Garage, servant's room and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0430/gl.)

Case 1659/93

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

ABSA Bank Limited, trading as United Bank, versus **Philipp Lottering**

The following property will be sold in execution at the site of the property, 2 Malva Street, Wellington, Cape, on Thursday, 2 December 1993 at 10:00, to the highest bidder:

Erf 3017, Wellington, in extent 629 square metres, held by T33682/1983, situated at 2 Malva Street, Wellington, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling,* lounge/dining-room, family room, kitchen, laundry, three bedrooms, two bathrooms/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 cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of an 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. D3U0432/gl.)

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 **Dirk Jacobus Kotze**, First Defendant, and **Charmaine Kotze**, 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 corner of ou Kaapseweg en Disa Street, Grabouw, on Friday, 26 November 1993 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 20 Prince Alfred Road, Caledon:

Erf 500, Grabouw, situated in the Municipality of Grabouw, Administrative District of Grabouw, measuring 980 (nine hundred and eighty) square metres, held by Deed of Transfer T61781/92, also known as corner of ou Kaapse Weg and Disa Street, Grabouw (hereinafter referred to as the property).

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A wooden house consisting of kitchen, dining-room, family room, three bedrooms, bathroom/water closet and a double garage.

Terms:

1. 10% (ten per centum) of the purchase price in cash or bank-guaranteed cheque on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of the sale.

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

5% (five per centum) 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 21st day of October 1993.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. G. I. Rushton/37300.)

To: The Sheriff, Supreme Court, P.O. Box 6, Caledon, 7230.

Saak 22100/90

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen **Trust Bank**, Eiser, en **J. H. Nicholls**, Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof in Kaapstad, in bogenoemde saak en van 'n lasbrief vir eksekusie wat daarvolgens uitgereik is, sal die volgende eiendom by openbare veiling verkoop op 18 November 1993 om 14:00, by die perseel te hoek van Greenfield en Fernside Sirkel, Ottery, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer by die veiling uitgelees sal word:

Eiendom: Erf 2421, Ottery, geleë in die munisipaliteit Kaapstad, afdeling Kaap, groot 736 vierkante meter, gehou kragtens Transportakte T3745/89 en onderhewig aan die voorwaardes daarin vervat of na verwys.

Beskrywing: Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Woonhuis met baksteenmure onder 'n geteelde dak met slaapkamer, kombuis, sitkamer, badkamer en toilet.

Betaalvoorwaardes: 10% (tien persent) van die koopprijs is kontant betaalbaar onmiddellik na die veiling en betaling van die saldo tesame met rente daarop teen 30% (dertig persent) per jaar bereken van een maand na die veiling moet gewaarborg word deur 'n waarborg goedgekeur deur die Eiser se prokureurs en wat binne een maand na die veiling aan Eiser se prokureurs oorhandig moet word.

Verkoopvoorwaardes: Die eiendom word voetstoots verkoop en die koper is aanspreeklik vir die agterstallige belasting, heffings en rioolgelde gehef ten opsigte van die eiendom. Die volledige verkoopvoorwaardes lê ter insae in die kantoor van die prokureurs Ernst Strauss & Haasbroek, Voortrekkerweg 45, Goodwood.

Gedateer te Goodwood op hede die 14de dag van Oktober 1993.

A. van Rhyen, vir Ernst Strauss & Haasbroek, Prokureur vir Eiser, Voortrekkerweg 45, Goodwood.

Case 9557/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Saambou Bank Limited**, Execution Creditor, and **Allan Estor Pasha** and **Charmaine Pasha**, Execution Debtors

In pursuance of a judgment in the Court of the Magistrate of Kuils River, and writ of execution dated 15 September 1993, the following property will be sold in execution on Tuesday, 7 December 1993 at 11:30, to the highest bidder at 91 Inez Avenue, Brentwood Park, Blue Downs:

Certain: Erf 5956, Blue Downs, in the Administrative District of the Cape, measuring 316 (three hundred and sixteen) square metres, held by Deed of Transfer T67634/89, also known as 91 Inez Avenue, Brentwood Park, Blue Downs, consisting of brick building under tiled roof, three bedrooms, bathroom, toilet, lounge, kitchen and garage.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 19,5% (nineteen comma five per cent) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent Creditor then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantees to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Bellville.

Dated at Wynberg this 21st day of October 1993.

Buchanan Boyes Thompson Smithers Inc., Attorney for Execution Creditor, 1 Cornwall Place, Wynberg.

Case 943/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BREDASDORP HELD AT BREDASDORP**

ABSA Bank Limited, trading as United Bank *versus* **Robert Thomas Arendse**, and **Catherine Johanna Arendse**

The following property will be sold in execution at the site of the property, 5 Magnolia Road, Bredasdorp, Cape, on Friday, 26 November 1993 at 14:00, to the highest bidder:

Erf 3005, Bredasdorp, in extent 513 (five hundred and thirteen) square metres, held by T66647/1992, situated at 5 Magnolia Road, Bredasdorp, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) 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 Riebeeck Street, Cape Town. (Ref. D3U0467/gl.)

Case 763/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CERES HELD AT CERES**

ABSA Bank Limited, trading as United Bank *versus* **Colyn Peter Vergotine**, and **Jeanette Petronella Vergotine**

The following property will be sold in execution at the site of the property, 5 Medland Street, Ceres, Cape, on Tuesday, 30 November 1993 at 11:00, to the highest bidder:

Erf 2228, Ceres, in extent 754 (seven hundred and fifty-four) square metres, held by T67026/1988, situated at 5 Medland Street, Ceres, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom/toilet and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) 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 Riebeeck Street, Cape Town. (Ref. D2U0362/gl.)

Case 8105/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD**

ABSA Bank Limited, trading as United Bank *versus* **Richard Joseph Karstens**, and **Alexandra Karstens**

The following property will be sold in execution in front of the Court-house for the District of Goodwood, on Thursday, 25 November 1993 at 11:00, to the highest bidder:

Erf 1266, Matroosfontein, in extent 338 (three hundred and thirty eight) square metres, held by T35845/1989, situated at 2 Carp Road, Nootgedacht, Bishop Lavis, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, two bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) 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. D3U0286/gl.)

Case 10809/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as Allied Bank *versus* **Zacharias Andries Verland Smal**, and **Rosaline Valerie Smal**

The following property will be sold in execution at the site of the property, 15 Marlborough Way, Windsor Park, Kraaifontein, Cape, on Thursday, 2 December 1993 at 10:45, to the highest bidder:

Erf 5331, Kraaifontein, in extent 496 (four hundred and ninety six) square metres, held by T24830/1993, situated at 15 Marlborough Way, Windsor Park, Kraaifontein, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room, kitchen, study, three bedrooms, bathroom/shower, toilet and garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) 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. D3A0482/gl.)

Case 2277/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

ABSA Bank Limited (trading as United Bank), *versus* **Earnest Johannes Arendse**, and **Gail Judith Arendse**

The following property will be sold in execution in front of the Court-house for the District of Somerset West, on Tuesday, 30 November 1993 at 10:00, to the highest bidder:

Erf 2315, Macassar, in extent 273 square metres, held by T9890/1986, situated at 61 Koedoe Street, Macassar, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per cent) per annum calculated on the Judgment Creditor's claim 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. D2U0796/gl.)

Case 3795/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **Magedien Dramat**, Plaintiff, and **Daniel Hendricks**, Defendant

In pursuance of a judgment in the Magistrate's Court of Cape Town and writ of execution dated 23 August 1993, the following will be sold in execution on Tuesday, 30 November 1993 at 14:00, at the site, being corner of 27 Buiten and Brian Streets, Cape Town, to the highest bidder:

Erf 145936, portion of Erf 3031, Cape Town, in the Municipality of Cape Town, Division Cape, in extent six hundred and eighty-three (683) square metres, held by the Defendant, Daniel Hendricks, by Deed of Transfer T43476/1992.

The aforesaid immovable property is more commonly situated at corner of 27 Buiten and Brian Streets, Cape Town, Cape.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of eighteen comma five per centum (18,5%) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any other preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date 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.

3. *Conditions:* The full conditions of sale, which will be read out by the Sheriff of the Court, immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Goodwood.

Dated at Cape Town this 21st day of October 1993.

M. S. Frank & Frank, Plaintiff's Attorneys, 301 Dumbarton House, 1 Church Street, Cape Town. (Ref. JSF/kl/D45070.)

Case 13014/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited (trading as United Bank), *versus* **Peter John Laffey**, and **Elizabeth Laffey**

The following property will be sold in execution by public auction held at Wynberg Court, to the highest bidder on 25 November 1993 at 10:00:

Erf 35616, Mitchells Plain, in the Municipality of Cape Town, Division Cape, in extent 325 (three hundred and twenty-five) square metres, held by Deed of Transfer T61770/92, situated at 11 Tobruk Link Street, Strandfontein Village, 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, dining-room, three bedrooms, kitchen, bathroom/toilet, garage, maids room and shower/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with 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 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 18th day of October 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 13890/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited *versus* **Allen John May**, married in community of property to Susan Christinisa May

The property: Erf 41543, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 220 square metres, situated at 193 Klimanjaru Street, Tafelsig, Mitchells Plain.

Improvements (not guaranteed): Single dwelling built with bricks under an asbestos roof consisting of approximately three bedrooms, bathroom/toilet, kitchen and lounge.

Date of sale: 26 November 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 21st day of October 1993.

Pincus Matz, Marquard & Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

Case 14971/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited *versus* **Benjamin Jacobs**, married in community of property to Loraine Jacobs

The property: Erf 1721, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 172 square metres, situated at 117 Cypress Way, Westridge, Plain.

Improvements (not guaranteed): Single dwelling built with bricks under an asbestos tiled roof consisting of approximately three bedrooms, lounge, kitchen and toilet/bathroom.

Date of sale: 26 November 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 21st day of October 1993.

Pincus Matz, Marquard & Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

Saak 349/93

IN DIE LANDDROSHOF VIR DIE DISTRIK CALVINIA GEHOU TE CALVINIA

In die saak tussen **Calvinia Slagters**, Vonnisskuldeiser, en **Isak Schalk Willem Marais**, Vonnisskuldenaar

Neem hiermee kennis dat ter uitvoering van 'n vonnis gegee deur die Klerk van die Hof te Calvinia, die volgende onroerende eiendom per openbare veiling verkoop sal word op 26 November 1993 om 10:00, voor die Landdroskantoor te Calvinia:

Erf 92, Calvinia, in die munisipaliteit en afdeling Calvinia, groot 349 (drie vier nege) vierkante meter, gehou kragtens Akte van Transport T51438/93.

Verbeterings: Woonhuis.

Verkorte verkoopvoorwaardes: 'n Deposito van 10% (tien persent) van die koopprys behaal, is betaalbaar by ondertekening van die verkoopvoorwaardes tesame met die afslaerskommissie asook hereregte, transportkoste en agterstallige eiendomsbelasting, en BTW (indien van toepassing), terwyl vir die saldo van die koopprys 'n goedgekeurde waarborg gelewer moet word binne 14 dae na datum van die veiling.

Geteken te Calvinia hierdie 19de dag van Oktober 1993.

F. J. van der Merwe, Prokureur vir Vonnisskuldeiser, Waterstraat 20, Posbus 292, Calvinia, 8190.

Case 5668/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Cape of Good Hope Bank Ltd**, Plaintiff, and **Lematola Isaacs**, First Defendant, and **Jasmine Karriem**, Second Defendant

In execution of a judgment of the Magistrate's Court for the District of Kuils River, in the above matter, a sale will be held on site, popularly known as 47 Sunbird East Street, Sunbird Park, Kuils River, on Tuesday, 30 November 1993 at 10:00, of the following immovable property:

Erf 74, Hagley, situated in the Lower Kuils River, Local Area 1, Division of Stellenbosch, in extent 471 square metres, held by Second Defendant under Deed of Transfer T53221/89.

1. The property consists of a vacant plot.

2. The sale is subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 22% (twenty-two per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within fourteen (14) days of sale.

3. The buyer shall: (a) Pay auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Dated at Cape Town this 20th day of October 1993.

Sonnenberg Hoffmann & Galombik, Attorneys for Plaintiff, Liberty Life Centre, 22 Long Street, Cape Town. (Ref. K. Pretorius/sdr/M125451.)

Saak 6837/1993

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **United Bank Beperk**, 'n divisie van ABSA Bank Beperk (Reg. No. 86/04794/06), Eiser, en **D. G. Gallant**, Eerste Verweerder, en **mev. M. J. Gallant**, Tweede Verweerder

In navolging van 'n vonnis van bogemelde Agbare Hof gedateer 24 September 1993 en 'n lasbrief tot beslaglegging van onroerende goed gedateer 24 September 1993, sal die ondergemelde eiendom deur die Balju te Kimberley, per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder 'n reserweprys deur die Eksekusieskuldeiser vasgestel voor die Landdroskantoor, Kimberley, op Donderdag, 18 November 1993 om 10:00:

Die eiendom wat verkoop word, is die volgende:

Sekere: Erf 22687, Kimberley, geleë in die munisipaliteit en administratiewe distrik Kimberley, beter bekend as Flamingostraat 10, Roodepan, Kimberley. *Groot:* 400 (vier nul nul) vierkante meter.

Die volgende informasie word verskaf, maar nie gewaarborg nie: Kombuis, sitkamer, drie slaapkamers, badkamer, toilet en bediendekwartiere.

Verkoopvoorwaardes: 10% (tien persent) van die koopprys is betaalbaar onmiddellik na die verkoping tesame met die afslaerskommissie en die balans teen registrasie van die eiendom in die naam van die koper, welke balans verseker word deur 'n goedgekeurde bank, bouvereniging, of ander waarborg. Verdere verkoopvoorwaardes kan geïnspekteer word ten kantore van die Balju te Kimberley.

Gedateer te Kimberley op hierdie 25ste dag van Oktober 1993.

Potgieter & Greeff, Prokureurs vir Eiser, Tweede Verdiepings, Noordkaapgebou, Georgestraat, Kimberley. (Verw. mnr. Greeff/rk.)

Case 28067/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **E P Plumbing Pipes and Fittings CC**, trading as PPF, Execution Creditor, and **Ronnie Gerber**, Execution Debtor

In the execution of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 7 October 1992, the property listed hereunder will be sold in execution on 19 November 1993 at 14:15, at the front entrance of the Magistrate's Court, New Law Courts, Main Street, Port Elizabeth, to the highest bidder for cash:

Erf 994, Mount Road, Municipality and Administrative District of Port Elizabeth, measuring 507 (five hundred and seven) square metres, situated at 22 Poplar Avenue, Steytler Township, Port Elizabeth.

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

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

Dated at Port Elizabeth on this the 12th day of October 1993.

De Villiers Attorneys, Suite 303, Oasim South, Pearson Street, Central, Port Elizabeth. (Ref. F. R. de Villiers/M. McLean.)

Case 11934/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN

Nedcor Bank Limited versus Freddy Whitebooi, married in community of property to **Bettie Whitebooi**

The property: Erf 29494, Mitchells Plain, in the Municipality of Cape Town, Cape Division.

In extent: 162 square metres.

Situated at: 10 Buick Crescent, Beacon Valley, Mitchells Plain.

Improvements (not guaranteed): Semi-detached dwelling built with bricks under an asbestos roof consisting of approximately three bedrooms, bathroom/toilet, kitchen and lounge.

Date of sale: 26 November 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 21st day of October 1993.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

Case 14586/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN

Nedcor Bank Limited versus Ndoiyisile John Nyangweni married in community of property to **Lillian Nozolile Nyangweni**

The property: All right, title and interest in the leasehold for residential purposes in respect of Erf 310, Khayelitsha, in the area of jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape.

In extent: 198 square metres.

Situated at: A270, Khayelitsha.

Improvements (not guaranteed): One single dwelling built with bricks under an asbestos tiled roof consisting of bedroom, kitchen, bathroom and w.c.

Date of sale: 26 November 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 21st day of October 1993.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

Saak 6915/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Transnet Beperk**, Eiser, en **Teko David Rooibaatjie**, Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros, Kimberley, en 'n lasbrief vir eksekusie gedateer 23 September 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroskantoor, Kimberley, op Donderdag, 25 November 1993 om 10:00:

Sekere Erf 13035, Galeshewe, geleë in die dorp Galeshewe, in die munisipaliteit Galeshewe, administratiewe distrik Kimberley. Groot: 320 (drie twee nul) vierkante meter, gehou kragtens Akte van Transport TL317/1991), ook bekend as Kokolotestraat 13035, Thlageng, Galeshewe.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met kombuis, sit-/eetkamer, twee slaapkamers, badkamer en toilet, maar niks word gewaarborg nie.

10% (tien persent) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Kimberley en sal uitgelees word onmiddellik voor die verkoping.

Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

NATAL

Case 1374/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mxoshwa Michael Mfeka**, Defendant

In pursuance of a judgment granted on 14 July 1993 in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 25 November 1993 at 10:00, in front of the Magistrate's Court, Somtsue Road, Durban, to the highest bidder:

Description: All the mortgagor's right, title and interest in and to certain leasehold of Lot 2769, Lamontville, situated in the Administrative District of Natal, in extent 359 (three hundred and fifty-nine) square metres, held by the Mortgagor under Certificate of Registered Grant of Leasehold TL372/91.

Physical address: 2769 Lamontville.

Improvements: Single storey brick under tile dwelling comprising two bedrooms, bathroom, kitchen and lounge.

The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per centum) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate of 18,75% (eighteen comma seven five per 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 office of the Sheriff, Durban South, or at the offices of Strauss Daly Inc.

Dated at Durban this 20th day of October 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001. (Ref. Mrs D. Varty/ Z11858/oe.)

Case 124/92

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Jomela Wellington Ziqubu**, Defendant

In pursuance of a judgment granted on 30 March 1992 in the above Court and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 30 November 1993 at 09:00, in front of the Magistrate's Court Building, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit J1125, situated in the Township of Esikhawini, District of Ongoye, in extent 338 (three hundred and thirty-eight) square metres.

1. (b) *Street address:* Unit J1125, Esikhawini Township.

1. (c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling, comprising of two bedrooms, lounge, kitchen and bathroom.

The property is fully electrified and on main sewerage.

1. (d) *Zoning/Special privileges or exemptions*: No special privileges or exemption:

Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 15th day of October 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (File Ref. 827/92)

Case 1971/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Boland Bank Limited**, Judgment Creditor, and **S. J. Dawson**, Third Judgment Debtor

In pursuance of judgment granted 17 March 1993, against the Judgment Debtor 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 26 November 1993 at 10:00, at the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, to the highest bidder:

Description:

1.1 A unit consisting of Lot 1496, Umhlanga Rocks Extension 12, situated in the Borough of Umhlanga, Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal.

In extent 1 283 (one thousand two hundred and eighty-three) square metres.

Postal address: Milkwood Manor, 44 Milkwood Drive, Herrwood Park, Umhlanga Rocks.

Improvements: A vacant piece of land.

Held by the Defendant in his name under Deed of Transfer T32710/90.

Nothing above is guaranteed.

Terms:

The sale shall be subject to the following terms and conditions of the Magistrate's Court Act and the rules made thereunder.

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Sheriff of the Court or the auctioneer within 14 (fourteen) days after the sale.

2. The purchaser shall be liable for payment of interest at the rate of 19,25% (nineteen comma two five per centum) per annum calculated and capitalized monthly in advance, to the Execution Creditor and to the bondholder/s at the applicable rate on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys 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 18th day of October 1993.

A. J. M. Pearse, for Gavin Gow & Co., Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks, 4320. (Tel. 56-11011.)

C/o Henry Francis J.P., 23 Realty Centre, Umdloti Main Road, Verulam; P.O. Box 610, Umhlanga Rocks, 4320. (Tel. 56-11011.) (Ref. Colls/CV/V139.)

Case 788/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Saambou Bank Limited**, Judgment Creditor, and **Chandrawathi Singh**, First Judgment Debtor, and **Suresh Singh**, Second Judgment Debtor

In pursuance of judgment granted 6 March 1992 in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 26 November 1993 at 10:00, at the front entrance to the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, to the highest bidder:

The sale shall be for rands and no bid for less than R100 (one hundred rand) shall be accepted.

Description: Lot 1486, Tongaat Extension 11, situated in the Township of Tongaat, Administrative District of Natal, in extent 461 (four hundred and sixty-one) square metres.

Postal address: 9 Eagle Drive, Flamingo Heights, Tongaat.

Improvements: Brick under tile dwelling consisting of three bedrooms, lounge, kitchen, toilet and bathroom.

Held by the Defendant in his name under Deed of Transfer T3752/83, 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 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Sheriff of the Court or the auctioneer within 14 (fourteen) days after the sale.

2. The purchaser shall be liable for payment of interest at the rate of 21,75% (twenty-one point seven five per centum) per annum calculated and capitalized monthly in advance, to the Execution Creditor and to the bondholder Saambou Bank, on the respective amounts of the award to the Plaintiff in the plan of distribution calculated as from the date of sale to the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer dues, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Umhlanga Rocks this 18th day of October 1993.

P. A. Jenkins, for Du Toit Havemann & Krog, Gavin Gow & Co., Chartwell Centre, Chartwell Drive, Umhlanga, 4320. (Ref. Colls/ML/S828.)

Case 15381/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Sydwell Njinga Zulu**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 16 August 1993, the following immovable property will be sold in execution on 22 November 1993 at 10:00, at the Sheriff's Office, 142 Connor Street, Estcourt, to the highest bidder:

Ownership Unit B540, in the Township of Wembezi, District of Okhahlamba, in extent 410 (four hundred and ten) square metres, represented and described on General Plan PB240/79, situated at B540 Wembezi, Estcourt.

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, two bathrooms, kitchen, dining-room, lounge, carport and garage.

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, 142 Connor Street, Estcourt, 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, 142 Connor Street, Estcourt, 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 18th day of October 1993.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 2475/93**IN THE SUPREME COURT OF SOUTH AFRICA**

(Natal Provincial Division)

In the matter between **Syfrets Bank Limited**, Plaintiff, and **336 South Coast Road (Pty) Limited**, First Defendant, **Dionissios Koumoudos**, Second Defendant, and **Rodney Leslie Brett**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property owned by the above-named first defendant, will be sold in execution on 19 November 1993 at 10:00, on the steps of the Supreme Court, Durban, Natal, to the highest bidder for cash, without reserve:

Remainder of Subdivision 72 (of 7), of Lot 738, Seaview, situated in the City of Durban, Administrative District of Natal, in extent 1 742 (one thousand seven hundred and forty-two) square metres.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 336 South Coast Road, District of Durban, Natal.

2. The property has been improved by the construction thereon of a brick under concrete roof six floors office building with ground floor shop and covered parking.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of the Sheriff, Supreme Court, Durban, at 101 Lejaton, 40 St Georges Street, Durban, Natal, and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 15th day of October 1993.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. R. N. Scott/cr/S165.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **Dulux (Pty) Ltd**, Plaintiff, and **A. Samath**, Defendant

In pursuance of a judgment granted in the above Honourable Court dated 25 March 1992 and a warrant of execution, the undermentioned property will be sold in execution on 3 December 1993 at 11:00, in front of the Magistrate's Court, Justice Lane, Glencoe:

Lot 1827, Glencoe (Extension 3), situated in the Thukela Joint Services Board Area, Administrative District of Natal, measuring 1 342 (one thousand three hundred and forty-two) square metres, held under Deed of Transfer T20493/70.

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:

Lot 1827, (Ext 3) 3 Kismet Street, Glencoe.

Brick dwelling with zinc roof, consisting of three bedrooms, lounge, dining-room, two bathrooms, toilet, kitchen, garage, servant's room with toilet, store-room, joinery shop and carport.

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. 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.

The full conditions may be inspected at the office of the Sheriff, Karellandman Street, Glencoe.

Dated at Ladysmith on this the 15th day of October 1993.

Christopher Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street, P.O. Box 126, Ladysmith, 3370.

Case 20044/92
PH 132

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

In the matter between **Natal Building Society Limited**, Execution Creditor, and **David Leigh Bowden**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 15 September 1993, the immovable property listed hereunder will be sold in execution on 23 November 1993 at 14:00, outside the entrance to the Magistrate's Court, Sontseu Road, Durban, to the highest bidder:

Description: Subdivision 1 of Lot 1005, Durban, situated in the City of Durban, Administrative District of Natal, in extent 475 (four hundred and seventy-five) square metres, held by the Mortgagor under Deed of Transfer 10368/90, subject to the conditions of title therein contained.

The immovable property is situated at 148 Montpelier Road, Moringside, Durban.

Zoning: Special/Residential.

Improvements: Brick under asbestos dwelling comprising of three bedrooms (all with built-in cupboards), two lounges (carpeted), dining-room (carpeted), bathroom and toilet with tub, bathroom and toilet with shower, kitchen unit with built-in cupboards, swimming-pool, lock-up garage and precast fencing.

NB: Nothing is guaranteed.

Municipal electricity and water supply: Local authority.

Possession: Vacant possession is not guaranteed;

Premises are occupied at present.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act, No. 32 of 1944, as amended, and the rules made thereunder and of the Title Deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the Sheriff's Office, 15 Milne Street. [Tel. (031) 368-2101.] (Ref. I. Adimoolum).

Dated at Durban this 11th day of October 1993.

D. Swanepoel, for Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, Fourth Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N3680/93/N31.)

Case 23557/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Vusumuzi Johannes Ngcobo**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 5 October 1993, the following immovable property will be sold in execution on Friday, 19 November 1993 at 11:00, at the Sheriff's Sales Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 568 (Unit T) in the Township of Edendale, City of Pietermaritzburg, Administrative District of Natal, in extent four hundred and fifty (450) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at Unit 568 (Unit 18) Imbali, Pietermaritzburg which property consists of land improved by a single storey dwelling-house under brick and tile comprising two bedrooms, bathroom, w.c., lounge, dining-room, kitchen and verandah. No outbuildings.

Material conditions of sale: The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff of the Magistrate's Court, 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 19th day of October 1993.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Plaintiff's Attorneys, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 23333/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mandlenkosi Moses Mhlanzi**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 12 October 1993, the following immovable property will be sold in execution on Friday, 19 November 1993 at 11:00, at the Sheriff's Sales Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 255, Unit 18, situated in the Township of Edendale, Country of Pietermaritzburg, Administrative District of Natal, in extent four hundred and fifty (450) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at Lot 255 (Unit 18), Edendale, Pietermaritzburg, which property consists of land improved by a single storey dwelling-house under concrete block and tile comprising two bedrooms, bathroom, w.c., lounge, dining-room and kitchen. No outbuildings.

Material conditions of sale: The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff of the Magistrate's Court, 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 20th day of October 1993.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Plaintiff's Attorneys, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 5386/93

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

In the matter between **A. D. Beekarun & Co.**, Execution Creditor, and **Prescilla Devi Maharaj**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 21 April 1993, the following immovable property will be sold in execution on 3 December 1993 at 11:00, at the Sheriff's Sales Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 143 (of 14) of the Farm Belfort, 14042, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent six hundred and sixty (660) square metres, which is held under Deed of Transfer T10363/1983.

The following information is furnished regarding the property but is not guaranteed:

The property is situated at 3 Himalaya Road, Belfort, Pietermaritzburg, and upon the property is a residential dwelling-house.

Material conditions of sale:

1. The purchaser shall pay the full purchase price in cash or by bank-guaranteed cheque immediately upon final acceptance of his bid by the Sheriff and before signing the conditions of sale.

2. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit within him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg this 19th day of October 1993.

A. D. Beekarun & Co., Office 11, Bilnaas Centre, 458 Church Street, Pietermaritzburg, 3201.

Case 28523/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **NBS Bank Limited**, Plaintiff, and **Baliraj Ramdhary**, First Defendant, and **Denis Ramdhary**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 14 July 1993, the following immovable property will be sold in execution on Friday, 26 November 1993 at 10:00, at the Sheriff's Sales Room, 12 Campbell Road, Howick, Natal, to the highest bidder:

Subdivision 3 of Lot 1, Howick West, situated in the Borough of Howick, Administrative District of Natal, in extent one thousand eight hundred and forty-eight (1 048) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at Subdivision 3 of Lot 1, Howick West (off Rangeview Road) which property comprises a single storey dwelling-house under brick and corrugated iron comprising four bedrooms, bathroom, w.c., lounge and kitchen. No outbuildings.

Material conditions of sale: The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff of the Magistrate's Court, Howick, Natal, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 12 Campbell Road, Howick, Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 23rd day of September 1993.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Plaintiff Attorneys, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 26153/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **J. R. Zuma**, Execution Creditor, and **T. Mbense**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 2 February 1993, the following immovable property will be sold in execution on 26 November 1993 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Erf 945, Clermont, situated in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent five hundred and thirty (530) square metres.

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, 2 Samkit Centre, 62 Caversham Road, Pinetown, 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, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Pietermaritzburg this 1st day of October 1993.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 12072/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN**

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Execution Creditor, and **Milton Kahn Property Holdings CC**, First Execution Debtor, and **Milton Michael Kahn**, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Durban, held at Durban, dated 13 April 1993, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 26 November 1993 at 10:00, in front of the Sheriff's Office, Mountview Shopping Centre, Inanda Road, Verulam, to the highest bidder:

Property description: Lot 1742, Umhlanga Rocks (Extension 14), situated in the Borough of Umhlanga and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 670 (one thousand six hundred and seventy) square metres.

Postal address: 9 Hampton Court, Umhlanga Rocks.

Improvements: Vacant land. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Zoning: (The accuracy hereof is not guaranteed). Special residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944 as amended, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price or R500 whichever is the greater, and the auctioneer's charges in cash at the time of the sale.
3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for the payment of interest at the rate of 16% (sixteen per cent) per annum to the Execution Creditor from the date of sale to date of registration of transfer.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff, 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Mountview, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 19th day of October 1993.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C/NEDPERM/SALE/M425.)

Case 5653/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Ndolo Alfred Shangase**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 31 March 1993, the following immovable property will be sold in execution on Friday, 19 November 1993 at 11:00, at the Sheriff's Sales Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 1081 (Imbali I) in the Township of Edendale, City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and thirty-two (332) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 389 Sangawe Street, Imbali, Pietermaritzburg, which property consists of land improved by a single storey dwelling-house under block and tile comprising three bedrooms, bathroom, w.c., lounge, dining-room, kitchen and verandah. Outbuildings consist of w.c., existing with corrugated asbestos roof.

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, 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 19th day of October 1993.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 13597/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Pius Siphile Mchunu**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 2 July 1993, the following immovable property will be sold in execution on Friday, 19 November 1993 at 11:00, at the Sheriff's Sales Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 43 (of 3) of the Farm Bellevue 14681, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent one thousand one hundred and six (1 106) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 8 Beacon Road, Hayfields, Pietermaritzburg, which property consists of land improved by a single storey dwelling-house under brick and tile comprising four bedrooms, two bathrooms, shower, two w.c.'s, lounge, dining-room, kitchen, scullery and family room. Outbuildings comprise two garages and w.c.

Material 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, 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 19th day of October 1993.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **J. T. Dlamini**, Defendant

In pursuance of a judgment granted on 17 March 1993, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 19 November 1993 at 11:00, at the Sheriff's Office, 5 Bishop Street, Camperdown, behind the Masonic Lodge:

Description: Unit 1490, in extent 383 square metres, situated in the Township of Mpumalanga B, in the County of Pietermaritzburg, represented and described on General Plan BA58/1969.

Physical address: Unit B1490, Mpumalanga.

Improvements: Brick under asbestos dwelling, two bedrooms, bathroom, kitchen and lounge.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Camperdown, or at the offices of Dickinson and Theunissen.

Dated at Pinetown on this the 28th 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 706/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **D. E. Dlamini**, Defendant

In pursuance of a judgment granted on 13 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 19 November 1993 at 11:00, at the Sheriff's Office, 5 Bishop Street, Camperdown, behind the Masonic Lodge:

Description: Unit D 1075, in the Township of Mpumalanga, District of Mpumalanga, in extent of 639 square metres, represented and described on General Plan BA208/1975.

Physical address: Unit D 1075, Mpumalanga.

Improvements: Brick under tile dwelling, two bedrooms, bathroom, kitchen, lounge.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Camperdown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 28th 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 2237/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Natal Provincial Division)In the matter between **Michael Farrar Johnson**, Plaintiff, and **Phillip John Blunson**, Defendant

Take notice that in execution of a judgment by default in the above court, a sale in execution, without reserve, will be held by the Sheriff of the Supreme Court in front of the Magistrate's Court, Mooi River, on Wednesday, 17 November 1993 at 10:00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Subdivision 13 of the farm Trent Lodge 14674, situated in the Administrative District of Natal, in extent 22,2494 (twenty-two comma two four nine four) hectares, held by the Defendant under Deed of Transfer T23889/92.

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

1. To reach the property from Rosetta take Kamberg Road for 16,5 km and thereafter turn right onto district road D817. Travel for 2½ km on D817 and thereafter turn right towards the Little Mooi River down a road marked Palmer. The property is on the left bank of the Little Mooi River.

2. There are no improvements, but the property is fenced.

3. The property is zoned for agricultural use.

The full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, Estcourt, Natal.

Dated at Pietermaritzburg on this 13th day of October 1993.

Venn, Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06J0552/93.)

Case 12215/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Martha Johanna Riekert N.O.**, First Defendant, and **Frederik Pieter Botha N.O.**, Second Defendant

In pursuance of a judgment in the above Court and writ of execution dated 10 June 1993 the immovable property listed hereunder will be sold in execution on Friday, 19 November 1993 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Lot 107, Cleland Extension 1, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1 697 (one thousand six hundred and ninety-seven) square metres, situated at 8 Holly Road, Cleland, Pietermaritzburg, held by the Marboth Trust under Deed of Transfer T7143/92.

The following information is given about the immovable property but is not guaranteed:

Zoning: Residential.

Improvements: A single-storey dwelling constructed of brick under tile, comprising lounge, dining-room, kitchen, four bedrooms, two bathrooms, two toilets and laundry and outbuildings being two garages, carport and workshop.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 13th day of October 1993.

Venn, Nemeth & Hart, Plaintiff's Attorney, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N2421/93.)

Case 701/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Joseph Mbuyiseni Ngcobo**, First Defendant, and **Nokuthula Minah Ngcobo**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), in the above-mentioned suit, a sale will be held by the acting Sheriff, Inanda, at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, on Friday, 12 November 1993 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Acting Sheriff at the time of the sale:

The property is described as Ownership Unit A1889, situated in the Township of Inanda, Newton, District of Verulam, measuring six hundred and sixty-eight (668) square metres and held under Deed of Grant G7057.

Street address: A1889, Inanda Newton, P.O. Inanda.

Improvements: A block under asbestos building water and lights consisting of kitchen, two bedrooms, lounge, toilet with bathroom.

Zoning: General residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Acting Sheriff, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 5th day of October 1993.

Livingston Leandy Inc., 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 3792/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **John Amos Midgley**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), in the above-mentioned suit, a sale will be held by the Acting Sheriff, Inanda, at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, on Friday, 12 November 1993 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Acting Sheriff at the time of the sale:

The property is described as Lot 1058, La Lucia Extension 5, situated in the Borough of Umhlanga, and in the North Coast Regional Water Services Area, Administrative District of Natal, in extent one thousand four hundred and fifty-eight (1 458) square metres and held under Deed of Transfer T1193/91.

Street address: 43 Ridge Road, La Lucia.

Improvements: A brick under tile roof house with hot and cold water consisting of dining-room, lounge, kitchen with built-in cupboards, bedroom, two bedrooms with en suite, toilet with sink, bathroom with shower single tub, servants' quarter, swimming-pool, verandah, double garage.

Zoning: General Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Acting Sheriff, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 5th day of October 1993.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 1935/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Eastern Province Building Society**, Plaintiff, and **Rehena Bi Khan**, First Defendant, and **Orshadh Basheer**, Second Defendant

Pursuant to a judgment of the above-mentioned Honourable Court dated 12 August 1993, the undermentioned immovable property will be sold by the Sheriff, Pietermaritzburg, by public auction on Friday, 19 November 1993 at 11:00, at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal:

The immovable property is: Subdivision 1306 (of 1304) of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent one thousand six hundred and sixteen (1 616) square metres.

Postal address: 19 Fuschia Crescent, Pietermaritzburg, Natal.

Improvements: Single-storey dwelling, brick under tile, in extent one hundred and twenty-six (126) square metres, consisting of lounge, dining-room, kitchen, three bedroom, bathroom and toilet.

Basement, bedroom, kitchen and bathroom.

No outbuildings.

Zoning: Residential.

Nothing is guaranteed in these respects.

The conditions of sale, which may be inspected during normal office hours at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, provide *inter alia*, for the following:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the date of sale to the Sheriff.

2. The balance of the purchase price, shall be paid by the purchaser to the Sheriff on the date of transfer, together with interest at the rate of 16,15% (sixteen comma fifteen per cent) per annum from 1 July 1993, compounded monthly, in advance, on the amount of the Plaintiff's judgment as it stands at the date of sale, or on the balance of the purchase price, whichever of the two are greater.

Such interest to be calculated from the date of sale to the date of registration of transfer of the property into the name of the purchaser, both days inclusive, which shall be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys and to be furnished to the Sheriff, within fourteen (14) days after the date of sale, which said guarantee is to be irrevocable and not subject to withdrawal by the bank or building society issuing same.

Dated at Pietermaritzburg on this 4th day of October 1993.

Shepstone & Wylie Tomlinsons, Plaintiff's Attorneys, 199 Pietermaritz Street, Pietermaritzburg. (Ref. WONJ/LJ/87/EO128/93.)

Case 12782/91

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

In the matter between **Santambank Limited**, Plaintiff, and **Rajgopaul Rungasamy**, Defendant

In pursuance of a judgment granted on 14 May 1992 in the Court of the Magistrate, Pinetown, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 November 1993 at 10:00, at the entrance to the Magistrate's Court Building, Somtseu Road Entrance, Durban:

Description: Lot 2222, Merewent situated in the City of Durban, Administrative District of Natal, in extent two hundred and thirty-two (232) square metres.

Postal address: 40 Shillong Road, Merebank.

Improvements: Main building with brick walls incomplete, still under construction.

Outbuilding: Garage, room and toilet.

The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.

Zoning: Special Residential (the accuracy hereof is not guaranteed).

1. The sale shall be subject to the terms and condition of the Magistrates' Courts Act and the rules made thereunder.

2. (a) 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 furnished to the Sheriff of Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate of 24,5% (twenty-four comma five per cent) per annum to the Plaintiff and at the prescribed rate of interest to the bondholders on the respective amount of the awards in the plan of distribution from the date of sale to the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban South, 101 Lejaton Building, 40 St Georges Street, Durban.

Dated at Chatsworth this 4th day of October 1993.

P. Ramjathan, for Moola and Singh, Plaintiff's Attorneys, First Floor, Nagiah's Centre, 284 Pelican Drive, Bayview, Chatsworth. (Ref. Ramjathan:5980/22.)

Case 2002/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Kwazulu Finance and Investment Corporation Limited**, Plaintiff, and **Jabulani Charles Khumalo**, Defendant

In execution of a judgment of the Supreme Court of South Africa, Natal Provincial Division, the following immovable property belonging to the above-named Defendant, will be sold in execution on 19 November 1993 at 10:30, at the offices of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder for cash, without reserve:

Ownership Unit 1161, Ashdown, in the Township of Edendale, District of Pietermaritzburg, Natal, in extent 374 (three hundred and seventy-four) square metres.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 1161 Ashdown, in the Township of Edendale, District of Pietermaritzburg, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 4th day of October 1993.

Austen Smith, Plaintiff's Attorney, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/K149.)

Case 4881/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **James Eldryd Douglas Miller**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), in the above-mentioned suit, a sale will be held by the Deputy Sheriff, Pinetown, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 19 November 1993 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Deputy Sheriff at the time of the sale:

The property is described as:

1. A unit consisting of:

(a) Section 9 as shown and more fully described on Sectional Plan SS41/1977 in the scheme as Kingsley in respect of the land and building or buildings situated at Durban, in the City of Durban, of which section the floor area, according to the said sectional plan, is 91 (ninety-one) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Certificate of Registered Sectional Title ST41/1977 (9) (unit).

Street address: 9 Kingsleys, Coronation Road, Malvern, Durban.

Improvements: A sectional title flat consisting of two bedrooms, lounge/dining-room combined, kitchen and bathroom with lock-up garage.

A well positioned property, close to central Malvern.

Zoning: General Residential (nothing guaranteed):

Full conditions of sale may be inspected at the office of the Deputy Sheriff, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 6th day of October 1993.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 48614/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **V. Govender**, First Debtor, and **R. D. Govender**, Second Debtor

In pursuance of a judgment granted on 27 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 23 November 1993 at 14:00, in front of the Magistrate's Court, Sontseu Road, Durban:

Description: Subdivision 69 of Lot 4278, Reservoir Hills (formerly known as Subdivision C of 39 of Seago of the Farm Klein Zeekoe Valleij 803) situate in the City of Durban, Administrative District of Natal, in extent 826 square metres, held by Deed of Transfer T18774/87.

Physical address: O'Flaherty Road, Reservoir Hills (Subdivision 69 of Lot 4278 Reservoir Hill.

Improvements: Vacant Land.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Durban North or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 18th day of October 1993.

V. H. Clift, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.
(Ref. Mr Clift/sp.)

Case 22547/92

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

In the matter between **Collector of Rates & City Treasurer**, Execution Creditor, and **Ivan Nadraj Veerasamy** (ID. 5604075184055), Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 19 January 1993, the following immovable property will be sold in execution on 3 December 1993 at 11:00, at the Sheriff's Room, 277 Berg Street, Pietermaritzburg to the highest bidder:

Lot 76, Panorama Gardens, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent of six hundred and forty (640) square metres situated at 17 Youngwood Place, 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 with 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.

Dated at Pietermaritzburg this 11th day of October 1993.

P. J. M. Seymour, for Mason Weinberg, Execution Creditors Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Saak 3027/91

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Esekusieskuldeiser, en **Mgobele Simon Tshabalala**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 22 September 1993, sal die ondervermelde eiendom op 24 November 1993 om 10:00, in die voorkamer van die Landdroshof, Newcastle geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Unit 1294, Unit B, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 14de dag van Oktober 1993.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 1345/93

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

In the matter between **Elsabe Pitts**, Plaintiff, and **Steven Peter Lillie N. O.** in his capacity as Trustee of the Leonard Family, Defendant

In pursuance of a judgment granted on 23 April 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 Tuesday, 23 November 1993 at 14:00, at the front entrance of the Magistrate's Court, Somtsue Road, Durban:

Description of property: Section 1, as shown and more fully described on Section Plan SS3340/1984 in the scheme known as Villa Libra in respect of the land and building or buildings situated at the City of Durban, in the local authority area of Durban of which section the floor area according to the said sectional plan is 215 (two hundred and fifteen) square metres in extent. This property is held under Deed of Transfer ST10115/1992.

Consisting of: Dwelling consisting of brick and tile, lounge, bar-room, dining-room, kitchen and pantry and built-in cupboards, hob and high level oven, toilet, verandah, two bedrooms, enclosed verandah, bathroom, toilet and wash-basin, bedroom and wash-basin, servants' quarters, two rooms, shower and toilet, lock-up garage, open plan garage, undercover stairs, store-room.

Postal address: 201 Percy Osborne Road, Durban.

Zoning area: Residential Area.

Nothing in the above is guaranteed.

1.1 The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1.2 The property shall be sold as it stands i.e. voetstoots and without any warranties.

2. The full conditions of sale may be inspected at the office of Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban.

Dated at Durban this day of October 1993.

Millar & Reardon, Execution Creditor's Attorneys, Ninth Floor, J.B.S. Building, 78 Field Street, Durban.

Saak 530/90

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Vusumuzi Victor Sokhela**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 4 Oktober 1993, sal die ondervermelde eiendom op 24 November 1993 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit D6252, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprijs is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 15de dag van Oktober 1993.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 1371/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Benjamin Ganasen**, First Defendant, and **Joan Rosemary Genasen**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), in the above-mentioned suit, a sale will be held by the Acting Sheriff, Durban, on the steps of the Supreme Court, Durban, on Friday, 19 November 1993 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the acting Sheriff at the time of the sale:

The property is described as Lot 3761, Isipingo Extension 25, situated in the Borough of Isipingo, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 351 (three hundred and fifty-one) square metres, and held under Deed of Transfer TT16565/92.

Street address: 86 Egret Crescent, Phase II, Lotus Park, Isipingo, Durban.

Improvements: A brick under tiled roof duplex with no garage consisting of two bedrooms, toilet, bathroom tiled floor, carpeted lounge, carpeted dining-room, kitchen with tiled floor, fitted cupboards and no servants' quarters.

Zoning: General Residential (nothing guaranteed).

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 this 14th day of October 1993.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith & Field Streets, Durban. (Ref. G. A. Pentecost.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited**, Plaintiff, and **Jeffrey Bongani Mthimkulu**, Defendant

In pursuance of a judgment granted on 25 February 1993, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 26 November 1993 at 10:00, at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, to the highest bidder:

Description: Unit C883, situated in the Township of Ntuzuma, District of Ntuzuma, in extent 300 square metres, held under Deed of Grant 3719/87, signed at Ulundi, on 13 March 1987.

Physical address: Unit C883, Ntuzuma.

Improvements: Single storey brick under tile dwelling comprising four bedrooms, bathroom with en suite, bathroom, toilet, kitchen, lounge, dining-room, single garage, water and light facilities (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per centum) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate of 18,75% (eighteen comma seven five per 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 office of the Sheriff, Verulam, or at the offices of Strauss Daly Inc.

Dated at Durban this 18th day of October 1993.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001. (Ref. Mrs. D. Varty/ Z12032/OE.); c/o Oakford Priory, P.O. Oakford, Verulam.

Case 47677/93
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IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited**, Execution Creditor, and **Susara Carolina Bisschoff**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 14 September 1993, the immovable property listed hereunder will be sold in execution on 23 November 1993 at 14:00, outside the front entrance to the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A unit consisting of:

(a) Section 134, as shown and more fully described on Sectional Plan SS129/1983, in the scheme known as Waverley in respect of the land and building or buildings situated at Durban, Local Authority of Durban, of which the floor area, according to the said sectional plan is 107 (one hundred and seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held under Deed of Transfer 9494/92.

The immovable property is situated at 1901 Waverley, 54 Albany Grove, Durban.

Zoning: Special/Residential.

Improvements: Flat consisting of large lounge (carpeted with display/wall units), two carpeted bedrooms (one with built-in unit), kitchen with built-in units (wall halfway tiled, vinolyn mat), separate toilet (carpeted and wall halfway tiled), separate shower (wall halfway tiled), bathroom and toilet with tub/basin and single undercover garage.

NB: Nothing is guaranteed.

Municipal electricity and water supply: Local authority.

Possession: Vacant possession is not guaranteed; premises are occupied at present.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the Sheriff's Office, 15 Milne Street, Durban, Tel. (031) 368-2101. (Ref. M. Naidoo).

Dated at Durban this 11th day of October 1993.

D. Swanepoel, for Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, Fourth Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N3388/93/n1.)

Case 56069/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bruce Derek Laurent Neilson**, Defendant

In pursuance of a judgment of the above Honourable Court, dated 27 September 1993, a sale in execution will be held on 25 November 1993 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban, when the following property will be sold by the Sheriff of the Magistrate's Court for Durban South, to the highest bidder:

Section 11, as shown and more fully described in the scheme known as Alfresco, in respect of the land and building or buildings situated at Amanzimtoti, in the Local Authority Area of Amanzimtoti of which section the floor area is 51 (fifty-one) square metres, situated at 205 Alfresco, Beach Road, Amanzimtoti.

Improvements (the following information is furnished but nothing is guaranteed in this regard):

The property consists of a flat comprising of one and a half bedrooms, toilet, bathroom, lounge with carpets and tiled kitchen with cupboards.

the sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban South, 101 Lejaton Building, 40 St Georges Street, Durban, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 20th day of October 1993.

Alan David Ernest Wells, for De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N035.3368/93.)

Case 1178/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Don Jabulani Cebekhulu**, Defendant

In pursuance of a judgment of the above Honourable Court, dated 5 August 1993, a sale in execution will be held on Wednesday, 24 November 1993 at 11:00, at the main entrance of the Umlazi Magistrate's Court, under the flag post, when the following property will be sold by the Sheriff of the Magistrate's Court for Umlazi to the highest bidder:

Ownership Unit 1079, in the Township of Umlazi - K District of Umlazi, in extent 469 (four hundred and sixty-nine) square metres, represented and described on General Plan BA11/1973, with the postal and street address of Unit K 1079, Umlazi.

Improvements (the following information is furnished but nothing is guaranteed in this regard):

The property consists of a brick under concrete tile roof dwelling comprising of two bedrooms, lounge, kitchen, toilet and bathroom.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court for the Umlazi District, Old Township Manager's Office, V1030, Block C, Room 1, Umlazi, 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 18th day of October 1993.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N423.3331/93.)

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance and Investment Corporation Ltd**, Eksekusieskuldeiser, en
Doreen Dorcas Masondo, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 22 September 1993, sal die ondervermelde eiendom op 24 November 1993 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteelk aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Unit C1254, Osizweni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 15de dag van Oktober 1993.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 3742/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Rajesh Devchand**, First Defendant, and
Shoba Devchand, Second Defendant

In pursuance of a judgment granted on 27 August 1993 in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereunder, the immovable property listed hereunder shall be sold in execution to the highest bidder on 30 November 1993 at 10:00, in front of the Magistrate's Court, Justice Street, Chatsworth:

Description: Subdivision 2863 (of Subdivision 2630), of the farm Chat Seven 14780, situated in the City of Durban, Administrative District of Natal, in extent two hundred and nine (209) square metres. Postal address: House 245, Road 701, Chatsworth.

The property consists of:

Semi-detached double storey block under asbestos roof dwelling comprising of upstairs: Four bedrooms, en suite, bathroom and toilet, balcony. Downstairs: Complete lounge, dining-room, kitchen, toilet/bathroom and two rooms.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

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

2.2 The purchaser shall be liable for payment of interest at the rate of 16% (sixteen 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 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, Chatsworth.

Dated at Durban on this the 7th day of October 1993.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms H. Meumann/m/014244.)

Case 1103/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **R. H. Melley**, Defendant

In pursuance of a judgment granted on 20 November 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 19 November 1993 at 11:00, at the Sheriff's Office, 5 Bishop Street, Camperdown (behind the Masonic Lodge):

Description: Remainder of Lot 121, Drummond, situated in the Drummond Health Committee Area and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 3,5046 hectares, held by Deed of Transfer T16277/90.

Physical address: Off Meadway Road, Drummond (Remainder of Lot 121, Drummond.)

Improvements: Single storey, brick under corrugated iron dwelling, two bedrooms, bathroom, kitchen and laundry, lounge, dining-room, family room, study, store-room, carport and swimming-pool.

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 centum) 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 centum) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.
 3. The full conditions may be inspected at the office of the Sheriff, Camperdown, or at the offices of Dickinson & Theunissen.
- Dated at Pinetown on this the 18th day of October 1993.
- V. H. Clift, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.
(Ref. Mr Clift/sp.)

Case 3006/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **S. S. Mkhize**, Defendant

In pursuance of a judgment granted on 31 March 1993, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 19 November 1993 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Unit 5915, in the Township of kwaNdengezi A, District County of Durban, in extent 465 square metres, represented and described on General Plan PB188/1979, physical address: Unit A5915, kwaNdengezi.

Improvements: Brick under tile dwelling—three bedrooms, bathroom, toilet, kitchen and lounge.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per centum) 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 centum) 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 19th day of October 1993.

V. H. Clift, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.
(Ref. Mr Clift/sp.)

Case 9526/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Tania Martins Sequeira**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 8 September 1993, the property listed hereunder will be sold in execution on 26 November 1993 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Subdivision 1 of Lot 74, Chiltern Hills, situate in the Borough of Westville, Administrative District of Natal, in extent five hundred and sixty (560) square metres, postal address: 5A Aylesbury Avenue, Westville, 3630, town-planning zoning: Residential.

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

Single storey brick and tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, shower, w.c., entrance-hall, enclosed porch, dressing-room, patio, double garage, w.c., screen boundary wall, wire fence, tarmac driveway.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 21st day of October 1993.

King & Associates, Attorneys for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.)
(Ref. Mr Jenkins/02/N012/180.)

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance and Investment Corporation Ltd**, Eksekusieskuldeiser, en **Sethenjwa Vincent Thusi**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 22 September 1993 sal die ondervermelde eiendom op 24 November 1993 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Unit F1803, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 14de dag van Oktober 1993.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureur vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 1448/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Siphiwe Alson Buthelezi**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 4 November 1993 sal die ondervermelde eiendom op 24 November 1993 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Unit E7370, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 14de dag van Oktober 1993.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureur vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 3619/84

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Vusumuzi Alloys Mtshali**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 4 Oktober 1993 sal die ondervermelde eiendom op 24 November 1993 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Perseel 8383, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 14de dag van Oktober 1993.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureur vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 10605/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited**, Plaintiff, and **Ricky Soobramoney**, Defendant

In pursuance of a judgment granted on 14 April 1992, in the Magistrate's Court for the District of Inanda, held at Verulam, the property listed hereunder will be sold in execution on Friday, 26 November 1993 at 10:00, in front of the Sheriff's Office, Verulam, corner of Inanda and Jacaranda Avenues, Verulam:

Description: Lot 423, Hillgrove, situated in the City of Durban, Administrative District of Natal, in extent 451 square metres.

Postal address: 65 Rockhill Grove, Hillgrove, Newlands West.

Improvements: Brick under tile dwelling comprising three bedrooms, lounge, kitchen, toilet and bathroom.

Vacant possession is not guaranteed. Nothing in respect of the sale notice is guaranteed.

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

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

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 18th day of October 1993.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

Case 2005/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Sanjaykumar Pillay**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, on Friday, 12 November 1993 at 10:00:

Description: Lot 846, Shastri Park, situated in the City of Durban, Administrative District of Natal, in extent (two hundred and seventy-five) 275 square metres, held under Deed of Transfer T24105/92.

Physical address: 11 Sandpark Place, Shastri Park, Phoenix, Natal.

Zoning: Special Residential.

The property consists of the following: It is a block under asbestos semi-detached house with hot and cold water consisting of lounge, toilet and bathroom together with washbasin, kitchen and two bedrooms.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act, and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Acting Sheriff of the Supreme Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, Natal.

Dated at Durban this 18th day of October 1993.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6432/slm.)

Case 2004/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Kathleen Susan Shuttleworth**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 19 November 1993 at 10:00:

Description: Section 67, as shown and more fully described on Sectional Plan SS264/85, in the building or buildings known as "Palm Bay", situated at Durban, of which the floor area according to the said sectional plan is 85 (eighty-five) square metres in extent, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section held under Certificate of Registered Sectional Title ST264/85 (67) (Unit).

Physical address: 111 Palm Bay, St George's Street, Durban, Natal.

Zoning: Residential.

The property consists of the following: Brick under tile/asbestos roof dwelling comprising: Lounge, dining-room, bedroom, bathroom, toilet and kitchen.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 15 Milne Street, Durban, Natal.

Dated at Durban this 18th day of November 1993.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6428/slm.)

Case 5182/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Hassan Ali Isaacs**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 19 November 1993 at 10:00:

Description: Section 5, as shown and more fully described on Sectional Plan SS98/92, in the building or buildings known as Cesena Hall, in respect of the land and building or buildings situated in Durban, of which the floor area according to the said sectional plan is two hundred and fifty-seven (257) square metres in extent, and an undivided share in the common property with the participation quota as endorsed on the said sectional plan; and

Section 6, as shown and more fully described on Sectional Plan SS98/92, in the building or buildings known as Cesena Hall, in respect of the land and building or buildings situated in Durban, of which the floor area according to the said sectional plan is eighteen (18) square metres in extent, and an undivided share in the common property with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST1197/92.

Physical address: 5 Cesena Hall, 80 Ridge Road, Berea, Durban, Natal.

Zoning: Residential.

The property consists of the following: Brick under tile/asbestos roof dwelling comprising: Entrance-hall, living-room, dining-room, four bedrooms, two bathrooms with showers, toilet, laundry, kitchen, study and three garages.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 15 Milne Street, Durban, Natal.

Dated at Durban this 18th day of November 1993.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6239/slm.)

Case 4002/93

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

In the matter between **Small Business Development Corporation**, Execution Creditor, and **Jac-Denine Distributors CC**, First Execution Debtor, and **Christo Barnard**, Second Execution Debtor

In pursuance of judgment granted in the above Honourable Court and subsequent warrant of execution of 24 September 1993, the immovable property:

Lot 2979, Newcastle Extension 11, situated in the District of Newcastle, Administrative District of Natal, measuring one comma five seven four seven (1,5747) hectares, known as 18 Schonland Street, Newcastle, will be sold in execution on 8 December 1993 at 10:00, at the front entrance of the Magistrate's Court, Newcastle.

The property is improved by the erection of a building consisting of a corrugated iron shed of approximately 500 m² and a block of several offices of approximately 180 m².

The property is improved but nothing is guaranteed. The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Newcastle, and are mainly the following:

1. The property will be sold by the Sheriff of Newcastle by public auction to the highest bidder, but such sale shall be subject to confirmation thereof within 10 days by the Execution Creditor or its attorneys, and is subject to the conditions stipulated in terms of section 66 (2), 1944, as amended.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with 18% (eighteen per cent) interest as from date of sale until date of registration of transfer, shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's Attorneys, and to be furnished within fourteen (14) days after the date of sale.

3. The purchaser shall pay the auctioneers charges on the day of the sale.

Dated at Newcastle this 19th day of October 1993.

Je Jager Kloppers Steyn Oberholster, Attorneys for Execution Creditor, Fourth Floor, United Building, Scott Street, Newcastle. (Ref. OS 0134/S.1/RN.)

Case 55985/93

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

In the matter between **Nedcor Bank Limited**, formerly trading as Nedperm Bank Limited, Plaintiff, and **Maurretta Frere**, Defendant

In pursuance of a judgment granted on 16 September 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 23 November 1993 at 14:00, at the front entrance of the Magistrate's Court, Somsteu Road, Durban.

Description of property: A unit consisting of a Section 94, as shown and more fully described on Sectional Plan SS186/1985, in the scheme known as Kings Lynn, in respect of the land and building or buildings situated at Durban of which the floor area, according to the said sectional plan, is fifty-seven (57) square metres in extent, and 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, consisting of bachelor flat consisting of an enclosed porch with built-in-cupboards and carpeted floors, kitchenet-walls, half way tiled, toilet/bath with wash basin (walls half way tiled), front door has burglar gate, under cover garage and building protected by security guard.

Postal address: 108 Kingslyn Court, 60 St Andrews Street, Durban.

Zoning: Residential Area.

Nothing in the above is guaranteed:

1.1 The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1.2 The property shall be sold as it stands ie, voetstoots and subject to all the conditions of the title deed.

2. The purchaser shall be liable for payment of interest at the rate of 16% (sixteen per cent) per annum, to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from date of sale to date of transfer.

3. Transfer shall be effected by the Attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer upon written request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban Central, 15 Milne Street, Durban.

Dated at Durban this 19th day of November 1993.

A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Durban. (Ref. Mrs Perumaul/pp/884.)

Case 5721/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **George Bastiaan Rabie**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 19 November 1993 at 10:00:

Description: Lot 48, Westriding, situated in the Township of Hillcrest and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 4 346 (four thousand three hundred and forty-six) square metres, held under Deed of Transfer T6052/90.

Physical address: 43 Marion Road, Hillcrest, Pinetown, Natal.

Zoning: General Residential.

The property consists of the following: Brick under tile dwelling comprising of entrance-hall, lounge, dining-room, study/pub, kitchen, three bedrooms, bathroom with shower, bathroom with toilet and toilet. The outbuildings comprise of garage attached, servants' quarters, toilet with shower and swimming-pool. The property is fully fenced.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the said attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 18th day of October 1993.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.5935/slm.)

Saak 5504/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Limited**, Eksekusieskuldeiser, en **Mphiwa Gabriel Mbatha**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 18 Januarie 1993, word die ondervermelde eiendom op 24 November 1993 om 10:00, voor die Landdroshof, Newcastle, geregteik verkoop, naamlik:

Sekere Perseel 3788A, Osizweni-dorpsgebied, distrik Newcastle.

Die eiendom is verbeter, maar niks word gewaarborg nie. Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

(1) Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

(2) Die eiendom word voetstoots en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle hierdie 13de dag van Oktober 1993.

Hopkins & Southey, Prokureurs vir Eiser, Bo Grondvloer 12, SA Perm Arkade, Scottstraat 58, Newcastle.

Case 5504/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Mphiwa Gabriel Mbatha**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 18 January 1993, the undermentioned property will be sold in execution on 24 November 1993 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Site 3788, Unit A, Osizweni Township, District of Madadeni.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

The conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the deed of grant.

Dated at Newcastle this 13th day of October 1993.

Hopkins & Southey, Attorneys for Plaintiff, Suite 12, SA Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

Case 55430/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Cornelis Johannes Bianchina**, First Defendant, and **Susanna Bianchina**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 7 October 1993, a sale in execution will be held on 25 November 1993 at 10:00, in front of the Magistrate's Court, Somtseu Road-entrance, Durban, when the following property will be sold by the Sheriff of the Magistrate's Court for Durban South, to the highest bidder:

Subdivision 15 of Lot 27, Little Amanzimtoti 10582, situated in the Borough of Kingsburgh and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 164 square metres, situated at 79 Almond Road, St Winifreds.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a single storey brick under tile roof dwelling comprising of three bedrooms with main en suite, toilet, bathroom, lounge carpeted, kitchen with build-in cupboards and dining-room. Double garage with toilet and shower separate from main building. Fully fenced with swimming-pool.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposito of 10% (ten per centum) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban South, 101 Lejaton Building, 40 St George's Street, Durban, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban on this the 22nd day of October 1993.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs. Singh/N035.3362/93.)

Case 1453/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Zibonele Elliot Gamede**, First Defendant, and **Ntomifuthi Doris Gamede**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 1 September 1993, a sale in execution will be held on Wednesday, 24 November 1993 at 10:30, at the South Gate next to the flagpoles at the Umlazi Magistrate's Court, Umlazi, when the following property will be sold by the Sheriff of the Magistrate's Court for Umlazi, to the highest bidder:

Ownership Unit U1279, in the Township of Umlazi, District of Umlazi, in extent 340 (three hundred and forty) square metres, represented and described on General Plan BA83/1976, with the postal and street address of Unit U1279, Umlazi.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a brick under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen, toilet and bathroom. Land enclosed with precast fencing.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposito of 10% (ten per centum) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Umlazi, Room 4, Block C, V1030, KwaStambu, Umlazi, 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 on this the 22nd day of October 1993.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs. Singh/N423.3331/93.)

Case 9099/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bhekinkosi Eric Sibisi**, Defendant

In pursuance of a judgment of the above Honourable Court dated 21 September 1993, a sale in execution will be held on Friday, 26 November 1993 at 10:00, at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, when the following property will be sold by the Sheriff of the Magistrate's Court for the District of Inanada, to the highest bidder:

Ownership Unit H389, in the Township of kwaMashu H, District County of Victoria, in extent of 276 square metres represented and described on General Plan PB247/1978, with the postal and street address of Unit H389, kwaMashu.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a block under asbestos roof dwelling with light and water facilities comprising of two bedrooms, kitchen, lounge, outside toilet with no bathroom.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposito of 10% (ten per centum) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Inanda, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Avenues, Mountview, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban on this the 22nd day of October 1993.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs. Singh/N423.3369/93.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Sookoo Chowani**, First Defendant, and **Mrs Chandravathy Chowani**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 4 August 1993, in the above-named suit, the following immovable property will be sold by public auction by the Acting Sheriff of Inanda at the front entrance of the Sheriff's Office, 2 Mount View Shopping Centre, Inanda Road, Verulam, on 26 November 1993 at 10:00, on conditions which will be read out by the Acting Sheriff before the sale, and which conditions are in the possession of the Acting Sheriff and may be inspected at his office at 2 Mount View Shopping Centre, Inanda Road, Verulam, namely:

Lot 134, Caneside, situated in the City of Durban, Administrative District of Natal, in extent 298 (two hundred and ninety-eight) square metres, which property is physically situated at 38 Wayside Crescent, Caneside, Phoenix, 4068, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T26038/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of block under tile dwelling consisting of lounge, dining-room, family room, kitchen, five bedrooms, two bathrooms and toilet, store-room, two garages and toilet.

Zoning: The property is zoned for special Residential 180 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 Acting 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 this 21st day of October 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/U178/017788/Mrs Chetty.)

Case 55619/92

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

In the matter between **Ana Capri Body Corporate**, Execution Creditor, and **O. M. Phakathi A.K.A. Africa**, Execution Debtor

In pursuance of a judgment granted on 5 November 1992, in the Magistrate's Court for the District of Durban, held at Durban and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Tuesday, 23 November 1993 at 14:00, in front of the Magistrate's Court Building, Somsteu Road, Durban:

Description: Lot 54, Block W of the Townlands of Durban No. 1737, situated in the City of Durban, Administrative District of Natal, in extent 690 (six hundred and ninety) square metres and held under of Deed of Transfer ST9708/91.

Street address: 48 Ana Capri, 138 St Andrews Street, Durban.

Improvements: Batchelor flat consisting of a sleeping recess—carpeted, kitchen—with fitted cupboards and halfway tiled (vinol flooring), toilet, bath with tub, basin—halfway tiled wall and vinol flooring.

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 16,75% (sixteen comma seven five per centum) per annum to the bondholder, First National Bank of Southern Africa 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 North, 15 Milne Street, Durban.

Dated at Durban this 11th day of October 1993.

Livingston Leandy Inc., Execution Creditor's Attorneys, Tenth Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr W. J. Broome.)

Case 3185/92

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 **Pieter Francois Smith**, First Execution Debtor, and **Annamarie Smith**, Second Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone, dated 11 November 1992, the following immovable property will be sold in execution on 3 December 1993 at 9:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 418, Glenmore, situated in the Munster Town Board and in the Southern Natal Joint Services Board Area, Administrative District of Natal in extent 1 353 (one thousand three hundred and fifty-three) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is situated at Lot 418, Glenmore.

Upon the property is a double storey house under brick and asbestos consisting of: *Upstairs*: Two bedrooms, main en suite (bath and toilet), bathroom, toilet, lounge, dining-room, kitchen. *Basement*: Double garage, two bedrooms, bath and toilet, lounge and servant's room.

Material conditions of sale:

The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 21st day of October 1993.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate, and/or 8 Archibald Road, Port Shepstone.

Case 2293/93

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 **Raymond Patrick Wesner**, Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone, dated 3 August 1993, the following immovable property will be sold in execution on 3 December 1993 at 10:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Section 10, as shown and more fully described on Sectional Plan SS132/90, in the scheme known as The Mall, in respect of the land and building or buildings situated in Port Edward and in the Port Edward Town Board Area of which section the floor area, according to the said Sectional Plan, is 52 (fifty-two) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan, held under Certificate of Registered Section Title No. 132/90(10)(UNIT), subject to the conditions of title contained therein and more especially to the reservation of mineral rights in favour of the state.

The following information is furnished regarding the property, but is not guaranteed:

The property is situated at Section 10, The Mall, Port Edward.

Upon the property is a shop with a separate room.

Material conditions of sale: The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 20th day of October 1993.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate and/or 8 Archibald Road, Port Shepstone.

Case 2050/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **First National Bank of Southern Africa Limited**, Execution Creditor, and **Geraldine Horak**, First Execution Debtor, and **Christiaan Stephanus Horak**, Second Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone, dated 30 August 1993, the following immovable property will be sold in execution on 26 November 1993 at 10:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 1568, Ramsgate, Extension 3, situated in the Ramsgate Town Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal in extent 1 597 (one thousand five hundred and ninety-seven) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is situated at Lot 1568, Julia Road, Ramsgate.

Upon the property is a dwelling under brick and tile consisting of: Double garage, entrance-hall, dining-room, two lounges, verandah, main bedroom en suite, bathroom, study-room, two bedrooms, kitchen.

Material conditions of sale: The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 20th day of October 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 824/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Saambou Bank Ltd**, Plaintiff, and **F. W. Louw**, Defendant

In the pursuance of a judgment granted on 31 March 1993 in the above Honourable Court and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 9 December 1993 at 11:00, in front of the Magistrate's Court, Union Street, Empangeni:

1. (a) *Deeds office description:* Lot 2391, Richards Bay Extension 12, situated in the Borough of Richards Bay, Administrative District of Natal, in extent one thousand and sixteen square metres (1016).
1. (b) *Street address:* 61 Pompano Place, Meerensee, Richards Bay.
1. (c) *Property description* (not warranted to be correct): Brick under tile dwelling, living-room, kitchen, dining-room, three bathrooms, four bedrooms, servant quarters, garage with two carports and swimming-pool.
1. (d) *Zoning/special privileges or exemptions:* No special privileges or exemptions: Zoned Residential.
2. The conditions of sale may be inspected at the office of the Clerk of the Court, Magistrate's Court, Empangeni, and at the office of the Sheriff of the Magistrate's Court, old Sugar Mill, Empangeni.
3. The sale shall be by public auction, with reserve, to the highest bidder.

Dated at Empangeni on this 26th day of October 1993.

Botha & Van der Bank, Plaintiff's Attorneys, 12 Davidson's Chambers, Union Street, Empangeni, 3880.

Case 4502/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Ephraim Sikhakhane**, Defendant

In pursuance of judgment granted on 14 May 1993 in the Pinetown Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 26 November 1993 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land, being Ownership Unit A6496, in extent 200 square metres, situated in the Township of KwaNdengezi, represented and described on General Plan PB309/1991, held by virtue of Deed of Grant G000161/92.

Physical address: Ownership Unit A6496, KwaNdengezi Township.

The property consists of vacant land.

Nothing is guaranteed in respect of any improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 22nd day of October 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z14388/MM.)

Case 9898/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Anthony Redvers Wall**, Defendant

In pursuance of a judgment of the above Honourable Court dated, 20 September 1993, a sale in execution will be held on Friday, 26 November 1993 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown, when the following property will be sold by the Sheriff of the Magistrate's Court to the highest bidder:

Remainder of Lot 1159, Queensburgh, situated in the Borough of Queensburgh, Administrative District of Natal, in extent seven thousand nine hundred and two (7 902) square metres, with the postal and street address of 114 Chester Road, Queensburgh.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property is vacant land.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser (other than the execution creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Samkit Centre, 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 21st day of October 1993.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/3366/93.)

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, 26 November 1993 at 09:30, 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 following 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, open car port 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 twenty-one (21) 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.

J. von Klemperer, for Von Klemperer & Davis, Plaintiff's Attorneys, 2 Princess Street, Pietermaritzburg. (Ref. JVK/LAP/01/F508/014.)

Case 1699/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited**, Plaintiff, and **Dominic Peter John Maggott**, First Defendant, and **Devika Chellan**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 10 March 1993, a sale in execution will be held on 26 November 1993 at 10:00, at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, when the following property will be sold by the Sheriff of the Magistrate's Court for Verulam to the highest bidder:

Lot 382, Southgate, situated in the City of Durban, Administrative District of Natal in extent 384 (three hundred and eighty-four) square metres, situated at 12 Villagate Place, Southgate, Phoenix, 4051.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a brick under tile roof dwelling with water and lights facilities comprising of three bedrooms, lounge, dining-room, kitchen, toilet and bathroom.

The sale shall be subject to the following conditions.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda District, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 22nd day of October 1993.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/ss/3309/93.)

Case 5229/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Mona Ruth Booth**, First Plaintiff, **Dorothy Grace Audrey Leslie**, Second Plaintiff, **Marguerite Ross**, Third Plaintiff, **Ethel Patience Haddon**, Fourth Plaintiff, **Malcolm Clifford Garrett**, Fifth Plaintiff, **Alan Roger Garrett**, Sixth Plaintiff, **Herbert Stanley Gibson**, Seventh Plaintiff, **Elsie Roslin Nora Norris**, Eighth Plaintiff, **John Estcourt Massingham Seymour**, Ninth Plaintiff, **Joyce Ranie Snell**, Tenth Plaintiff, **Ernst Reed Thorpe**, Eleventh Plaintiff, **Dora Evelyn Varnals**, Twelfth Plaintiff, **Investment Board Nominees (Proprietary) Limited**, Thirteenth Plaintiff, and **V & L Investments (Proprietary) Limited**, Defendant

In pursuance of a judgment granted on 2 September 1993, in the above Honourable Court, Durban and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 26 November 1993, at the entrance of the Supreme Court, Masonic Grove, Durban to the highest bidder:

Description: Subdivision 15 of Lot 231, Durban, situated in the City of Durban, Administrative District of Natal, in extent 498 (four nine eight) square metres.

Postal address: 681 Umgeni Road, Durban.

Improvements: (1) Face brick three storey office building consisting of:

- (a) Ground Floor—Three offices, two store-rooms, kitchen, ladies toilet and gents toilet.
 - (b) First Floor—Four offices, two store-rooms, two kitchens, two ladies toilets and two gents toilets.
 - (c) Second Floor—Four offices, two store-rooms, two kitchens, two ladies toilets and two gents toilets.
- (2) Eight open parking bays on the property, in front of the building.

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 centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by Plaintiff's attorneys to be furnished to the Sheriff of the Supreme Court within fourteen (14) days after the date of the sale. The successful bidder is required to pay auctioneers commission on the date of the sale, calculated at 5% (five per centum) on the first R20 000 and 3% (three per centum) on the balance of the purchase price, subject to a maximum of R6 000.

3. The full conditions may be inspected at the offices of the Sheriff for the Supreme Court, Durban North/Central, or at the offices of the Plaintiff's attorneys.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. R. Monk/LM/16R082016.)

Saak 120/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLIPRIVIER GEHOU TE eZAKHENI

In die saak tussen **KwaZulu Finance & Investment Corporation Limited**, Eksekusieskuldeiser, en **Sikhumbuzo Michael Daki**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 10 Augustus 1992, word die ondervermelde eiendom op 23 November 1993 om 15:00, by die Landdroshof, eZakheni, geregteelik verkoop, naamlik:

Sekere Perseel 855, Eenheid E, eZakheni-dorpsgebied, distrik Emnambithi.

Die eiendom is verbeter, maar niks word gewaarborg nie. Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Poortweg 5, Ladysmith, en is onder andere die volgende:

- (1) Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddelik na afloop van die veiling.
- (2) Die eiendom word voetstoots en onderhewig aan die voorwaardes soos vervat in die titel akte daarvan.

Gedateer te Newcastle hierdie 20ste dag van Oktober 1993.

V. R. H. Southey, vir Hopkins & Southey, Prokureurs vir eiser, 12 Bo Grondvloer, S.A. Perm Arcade, Scottstraat 58, Newcastle.

Case 120/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT eZAKHENI

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Sikhumbuzo Michael Daki**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 10 August 1992, the undermentioned property will be sold in execution on 23 November 1993 at 15:00, at the eZakheni Magistrate's Court, namely:

A certain Site 855, Unit E, eZakheni Township, District of Emnambithi.

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 5 Poort Road, Ladysmith.

The conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the deed of grant.

Dated at Newcastle this 20th day of October 1993.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, SA Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

Case 9253/93

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 **Dirk Jacobus Kotze**, First Defendant, and **Charmaine Kotze**, 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 corner of ou Kaapseweg en Disa Street, Grabouw, on Friday, 26 November 1993 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 20 Prince Alfred Road, Caledon:

Erf 500, Grabouw, situated in the Municipality of Grabouw, Administrative District of Grabouw, measuring 980 (nine hundred and eighty) square metres, held by Deed of Transfer T61781/92, also known as corner of ou Kaapse Weg and Disa Street, Grabouw (hereinafter referred to as the property).

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A wooden house consisting of kitchen, dining-room, family room, three bedrooms, bathroom/water closet and a double garage.

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 fourteen (14) days from the date of the sale.

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

Dated at Cape Town this 21st day of October 1993.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town; The Sheriff, Supreme Court, P.O. Box 6, Caledon, 7230. (Ref. G. I. Rushton/37300.)

ORANJE-VRYSTAAT ORANGE FREE STATE

Saak 1079/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **H. A. Mphuthi**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 31 Augustus 1993, en 'n lasbrief in bogemelde Agbare Hof gedateer 31 Augustus 1993, ondergemelde eiendom op 26 November 1993 om 10:00, voor die Magistraatskantoor, Harrismith, geregteik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B463, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthadijhaba hierdie 15de dag van September 1993.

Thom Ferreira, Bestuurder Regsdienste, vir QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthadijhaba. [Tel. (05871) 3-3682.] (Verw. 5/4/93.)

Saak 1078/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **D. I. Mahlasela**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 31 Augustus 1993, en 'n lasbrief in bogemelde Agbare Hof gedateer 31 Augustus 1993, ondergemelde eiendom op 26 November 1993 om 10:00, voor die Magistraatskantoor, Harrismith, geregteik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B462, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 15de dag van September 1993.

Thom Ferreira, Bestuurder Regsdienste, vir QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 6/4/93.)

Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Saak 1065/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **M. S. Motlounq**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 31 Augustus 1993, en 'n lasbrief in bogemelde Agbare Hof gedateer 31 Augustus 1993, ondergemelde eiendom op 26 November 1993 om 10:00, voor die Magistraatskantoor, Harrismith, geregteik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B450, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 15de dag van September 1993.

Thom Ferreira, Bestuurder Regsdienste, vir QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 15/4/93.)

Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Saak 1046/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **H. S. Dhlamini**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 31 Augustus 1993, en 'n lasbrief in bogemelde Agbare Hof gedateer 31 Augustus 1993, ondergemelde eiendom op 26 November 1993 om 10:00, voor die Magistraatskantoor, Harrismith, geregteik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B536, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 15de dag van September 1993.

Thom Ferreira, Bestuurder Regsdienste, vir QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 3/4/93.)

Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Saak 1075/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **F. L. Mofokeng**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 31 Augustus 1993, en 'n lasbrief in bogemelde Agbare Hof gedateer 31 Augustus 1993, ondergemelde eiendom op 26 November 1993 om 10:00, voor die Magistraatskantoor, Harrismith, geregteik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B414, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 15de dag van September 1993.

Thom Ferreira, Bestuurder Regsdienste, vir QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 92/3/93.)

Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Saak 1084/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **T. S. Moloi**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 30 Augustus 1993, en 'n lasbrief in bogemelde Agbare Hof gedateer 30 Augustus 1993, ondergemelde eiendom op 26 November 1993 om 10:00, voor die Magistraatskantoor, Harrismith, geregteik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B419, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 15de dag van September 1993.

Thom Ferreira, Bestuurder Regsdienste, vir QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 94/3/93.)

Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Saak 1050/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **N. A. Motsoeneng**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 31 Augustus 1993, en 'n lasbrief in bogemelde Agbare Hof gedateer 31 Augustus 1993, ondergemelde eiendom op 26 November 1993 om 10:00, voor die Magistraatskantoor, Harrismith, geregteik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B371, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 15de dag van September 1993.

Thom Ferreira, Bestuurder Regsdienste, vir QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 100/3/93.)

Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Saak 1047/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **P. M. Msibi**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 30 Augustus 1993, en 'n lasbrief in bogemelde Agbare Hof gedateer 30 Augustus 1993, ondergemelde eiendom op 26 November 1993 om 10:00, voor die Magistraatskantoor, Harrismith, geregteik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B372, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 15de dag van September 1993.

Thom Ferreira, Bestuurder Regsdienste, vir QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 99/3/93.)

Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Saak 1086/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **S. J. Sootho**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 31 Augustus 1993, en 'n lasbrief in bogemelde Agbare Hof gedateer op 31 Augustus 1993, ondergemelde eiendom op 26 November 1993 om 10:00, voor die Magistraatskantoor, Harrismith, geregteik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B300, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 15de dag van September 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 90/3/93.)

Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Saak 1048/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **S. M. Moloi**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 30 Augustus 1993, en 'n lasbrief in bogemelde Agbare Hof, gedateer op 30 Augustus 1993, ondergemelde eiendom op 26 November 1993 om 10:00, voor die Magistraatskantoor, Harrismith, geregteik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B385, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 15de dag van September 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 97/3/93.)

Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Saak 1081/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **A. L. Shabangu**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 30 Augustus 1993, en 'n lasbrief in bogemelde Agbare Hof, gedateer op 30 Augustus 1993, ondergemelde eiendom op 26 November 1993 om 10:00, voor die Magistraatskantoor, Harrismith, geregteik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B394, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 15de dag van September 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 89/3/93.)

Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Saak 1083/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **N. O. Mokoena**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 31 Augustus 1993, en 'n lasbrief in bogemelde Agbare Hof, gedateer op 31 Augustus 1993, ondergemelde eiendom op 26 November 1993 om 10:00, voor die Magistraatskantoor, Harrismith, geregteik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B410, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 15de dag van September 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 93/3/93.)

Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Saak 1088/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **M. R. Molefe**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 31 Augustus 1993, en 'n lasbrief in bogemelde Agbare Hof, gedateer op 10 September 1993, ondergemelde eiendom op 26 November 1993 om 10:00, voor die Magistraatskantoor, Harrismith, geregteik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B234, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 22ste dag van September 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 8/4/93.)

Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Saak 1089/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **D. Z. Mndaweni**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 31 Augustus 1993, en 'n lasbrief in bogemelde Agbare Hof, gedateer op 31 Augustus 1993, ondergemelde eiendom op 26 November 1993 om 10:00, voor die Magistraatskantoor, Harrismith, geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B323, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 15de dag van September 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 13/4/93.)

Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Saak 1077/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **P. F. Radebe**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 31 Augustus 1993, en 'n lasbrief in bogemelde Agbare Hof, gedateer op 31 Augustus 1993, ondergemelde eiendom op 26 November 1993 om 10:00, voor die Magistraatskantoor, Harrismith, geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B269, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 15de dag van September 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 7/4/93.)

Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Saak 1049/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **M. S. Tlaka**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 30 Augustus 1993, en 'n lasbrief in bogemelde Agbare Hof, gedateer op 30 Augustus 1993, ondergemelde eiendom op 26 November 1993 om 10:00, voor die Magistraatskantoor, Harrismith, geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B384, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 15de dag van September 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 98/3/93.)

Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Saak 1066/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **L. J. Seale**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 31 Augustus 1993 en 'n lasbrief in bogemelde Agbare Hof, gedateer op 31 Augustus 1993, ondergemelde eiendom op 26 November 1993 om 10:00, voor die Magistraatskantoor, Harrismith, geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B455, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 15de dag van September 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 14/4/93.)

Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Saak 1087/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **Qwaqwa Behuisingskorporasie Beperk**, Eiser, en **M. D. Mokoena**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 31 Augustus 1993 en 'n lasbrief in bogemelde Agbare Hof gedateer op 31 Augustus 1993, ondergemelde eiendom op 26 November 1993 om 10:00, voor die Magistraatskantoor, Harrismith, geregteik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B235, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 15de dag van September 1993.

Thom Ferreira, Bestuurder Regsdienste, Qwaqwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 9/4/93.)

Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Saak 1090/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **Qwaqwa Behuisingskorporasie Beperk**, Eiser, en **R. T. Koiee**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 31 Augustus 1993 en 'n lasbrief in bogemelde Agbare Hof gedateer op 31 Augustus 1993, ondergemelde eiendom op 26 November 1993 om 10:00, voor die Magistraatskantoor, Harrismith, geregteik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B303, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 15de dag van September 1993.

Thom Ferreira, Bestuurder Regsdienste, Qwaqwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 11/4/93.)

Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Saak 1074/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **Qwaqwa Behuisingskorporasie Beperk**, Eiser, en **P. D. Valmoed**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 31 Augustus 1993 en 'n lasbrief in bogemelde Agbare Hof gedateer op 31 Augustus 1993, ondergemelde eiendom op 26 November 1993 om 10:00, voor die Magistraatskantoor, Harrismith, geregteik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B369, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 15de dag van September 1993.

Thom Ferreira, Bestuurder Regsdienste, Qwaqwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 1/4/93.)

Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Saak 1068/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **T. J. Mokoena**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 30 Augustus 1993, en 'n lasbrief in bogemelde Agbare Hof, gedateer op 30 Augustus 1993, ondergemelde eiendom op 26 November 1993 om 10:00, voor die Magistraatskantoor, Harrismith, geregteik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B388, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 15de dag van September 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 96/3/93.)

Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Saak 1085/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **T. W. Makhalanyane**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 30 Augustus 1993, en 'n lasbrief in bogemelde Agbare Hof, gedateer op 30 Augustus 1993, ondergemelde eiendom op 26 November 1993 om 10:00, voor die Magistraatskantoor, Harrismith, geregteik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B409, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 15de dag van September 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 95/3/93.)

Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Saak 1076/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **T. S. Motloung**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 31 Augustus 1993, en 'n lasbrief in bogemelde Agbare Hof, gedateer op 31 Augustus 1993, ondergemelde eiendom op 26 November 1993 om 10:00, voor die Magistraatskantoor, Harrismith, geregteik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B290, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 15de dag van September 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 91/3/93.)

Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Saak 1080/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **QwaQwa Behuisingskorporasie Beperk**, Eiser, en **M. A. Mohlomi**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 31 Augustus 1993, en 'n lasbrief in bogemelde Agbare Hof, gedateer op 31 Augustus 1993, ondergemelde eiendom op 26 November 1993 om 10:00, voor die Magistraatskantoor, Harrismith, geregteik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel B469, geleë in die dorp Tshiame, distrik Harrismith.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Geteken te Phuthaditjhaba hierdie 15de dag van September 1993.

Thom Ferreira, Bestuurder Regsdienste, QwaQwa Behuisingskorporasie Bpk., QQH-gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. 4/4/93.)

Balju, Die Klipskool, Piet Uysstraat, Harrismith.

Saak 3177/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen **Allied Bank**, Vonnisskuldeiser, en **S. R. Mokoena**, Vonnisskuldenaar

Ingevolge 'n vonnis van die Landdroshof te Kroonstad, en 'n lasbrief vir eksekusie gedateer 14 September 1992, sal die volgende eiendom in eksekusie verkoop word te Hoofingang van die Landdroshof, Murraystraat, Kroonstad op 26 November 1993 om 10:00, aan die hoogste bieder, naamlik:

Erf 1630, Seeiosoville-uitbreiding 1, distrik Kroonstad, bekend as 1630 Gelukwaarts, Kroonstad, beskrywing: Woonhuis met buitegeboue.

Verkoopvoorwaardes:

1. Die verkoping is onderworpe aan die terme van voorwaardes van die Landdroshofwet, Wet No. 32 van 1944. Die eiendom word voetstoots verkoop en is onderworpe aan die voorwaardes van die bestaande Transportakte.

2. Minstens tien persent (10%) van die koopsom sal betaalbaar wees in kontant aan die Balju vir die Landdroshof direk na afloop van die veiling en die saldo van die koopprys tesame met rente teen 18% (agtien persent) per jaar sal verseker word deur 'n goedgekeurde bank- of bougenootskapwaarborg gelewer te word binne tien (10) dae.

3. Die volledige verkoopvoorwaardes van die verkoping sal uitgelees word ten tye van die verkoping en lê ter insae by die Balju vir die Landdroshof.

Datum: 11 November 1992.

Du Randt & Louw, Posbus 26, Presidentstraat 25, Kroonstad, 9500. [Tel. (01411) 2-4275.]

Saak 9685/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk**, Eiser, en **Michael Mahase Tsolo**, Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis gegee deur die Landdros van Bloemfontein, sal verkoping van die volgende eiendom van bogemelde Verweerder plaasvind te Peetlaan-ingang van die Landdroshof, Bloemfontein, op 26 November 1993 om 10:00:

Sekere: Erf 10514, geleë in die dorp Kagisanong in die distrik Bloemfontein, groot 426 vierkante meter, gehou kragtens Transportakte TL11810/91. Die woonhuis met buitegeboue geleë te 10514 Rocklands, Bloemfontein.

Voorwaardes van verkoping:

1. 'n Deposito van 10% (tien persent) van die koopprys is betaalbaar in kontant op datum van verkoping.

2. Vir die balans koopprys moet 'n goedgekeurde bank- of bougenootskapwaarborg, binne (14) veertien dae na datum van verkoping gelewer word.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 30ste dag van September 1993.

P. Wille, vir Rosendorff & Reitz Barry, Prokureur vir Eiser, Tweede Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein.

Case 3349/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (Allied) Plaintiff, and **Dewaal Bonthuys**, 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, 26 November 1993 at 10:00, on conditions to be read by the auctioneer at the time of the sale of the following property of the Defendant to wit:

Certain: Remaining extent of Subdivision 19 of the Farm Rodenbeck E, 2651, Bloemspruit, District of Bloemfontein, held by the Defendant in terms of Deed of Transfer T6991/90, with improvements thereon.

Terms: The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

Improvements: Five bedrooms, bathroom, lounge, dining-room, kitchen, scullery, outside room, steel storeroom, garage and carport.

Conditions: The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein this 18th day of October 1993.

E. Holtzhausen, for Webbers, Attorney for Plaintiff, Third Floor, Allied House, West Burger Street, Bloemfontein.

To: The Sheriff, Bloemfontein East.

Saak 2717/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Sentraalwes (Koöp) Bpk.**, Eiser, en **Gabriel Pienaar**, Verweerder

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde verweerder plaasvind voor die kantoor van die Balju, Brandfort, te Voortrekkerstraat 29, Brandfort op Vrydag, 26 November 1993 om 11:00, naamlik:

1. Sekere gedeelte bekend as Boschkraal 393, van die plaas Zandkraal 31, geleë in die distrik Brandfort, groot 234,0045 hektaar.

2. Sekere gedeelte bekend as Rondedam 376, van die plaas Zandkraal 31, geleë in die distrik Brandfort, groot 234,0045 hektaar.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie. Die twee eiendomme word as 'n eenheid bewerk en beplan en die verbeterings bestaan uit: 'n Ou stoor, twee windpompe, drie damme ongeveer 110 ha lande, res weiveld, ses landekampe, vyf weikampe. Die eiendomme is geleë 15 km suid van Verkeerdevele en 35 km oos van Brandfort.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne veertien (14) dae na die datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae in my kantoor te Voortrekkerstraat 29, Brandfort, gedurende kantoor-ure.

D. J. Nortier, vir Naudes, Eiser se Prokureur, Tweede Vlak, Trustfonteingebo, St. Andrewstraat 151, Posbus 153, Bloemfontein.

Balju vir die distrik, Voortrekkerstraat 29, Posbus 17, Brandfort, 9400.

Saak 20891/90

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Trustbank, Eiser, en Machiel Andries Frans Kruger, Verweerder**

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 3 Desember 1990 en 'n lasbrief tot eksekusie sal die volgende eiendom in eksekusie verkoop word op 26 November 1993 om 10:00, by die Peetlaaningang tot die Landdroshof, Bloemfontein, deur Nico Smith Afslaers, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere: Plot 39, Vallombrosa-kleinplase, geleë in die munisipaliteit Bloemspruit, distrik Bloemfontein, groot 4,2827 (vier komma twee agt twee sewe) hektaar, gehou kragtens Transportakte T9381/1989.

Voorwaardes: Die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe en die reëls daarvolgens neergelê. Tien persent (10%) van die koopprys moet in kontant op die dag van die verkoping betaal word en 'n bank of bougenootskapwaarborg vir die balans moet binne 14 dae na die verkoopdatum verskaf word.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die Balju, Barnesstraat 5, Westdene, Bloemfontein.

Geteken te Bloemfontein hierdie 12de dag van Oktober 1993.

P. H. T. Colditz, Prokureur vir Eiser, p.a. Schoeman Smith, Sesde Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein, 9301.

Saak 126/93

IN DIE LANDDROSHOF VIR DIE DISTRIK FOURIESBURG GEHOU TE FOURIESBURG

In die saak tussen **mev. Francis Molly Lievesley, Eiser, en David Shannon Kenward, Verweerder**

Ingevolge uitspraak in die Hof van die Landdros, Fouriesburg, en lasbrief tot geregtelike verkoping gedateer 10 September 1993, sal die ondervermelde eiendom op Vrydag, 26 November 1993 om 10:00, te Landdroskantoor, Fouriesburg, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 180, geleë in die dorp en distrik Fouriesburg, groot 372 vierkante meter, gehou kragtens Transportakte T15001/1992.

Erf 181, geleë in die dorp en distrik Fouriesburg, groot 372 vierkante meter, gehou kragtens Transportakte T15001/1992.

Erf 182, geleë in die dorp en distrik Fouriesburg, groot 372 vierkante meter, gehou kragtens Transportakte T15001/1992.

Die verbeterings bestaan uit 'n woonhuis met sitkamer, eetkamer, drie slaapkamers, badkamer, kombuis en buitegeboue.

Die eiendom sal verkoop word aan die hoogste bieder onderhewig aan 'n minimum prys en die voorwaardes van verkoping is ter insae by die kantore van die Balju van die Landdroshof, Fouriesburg, en die kantoor van die Hoof Landdros, Fouriesburg, tussen kantoorure.

Gedateer te Bethlehem op hierdie 11de dag van Oktober 1993.

Breytenbach Van der Merwe & Botha, Prokureur vir Eiser, President Boshoffstraat 29A, Bethlehem, 9700.

Case 2057/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited (Allied), Plaintiff, and Michris Janse van Rensburg, 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, Wepener, on Monday, 22 November 1993 at 11:00, on conditions to be read by the auctioneer at the time of the sale of the following property of the Defendant to wit:

Certain: Remaining extent of Erf 52, District of Wepener, being 13 Minnaar Street, Wepener, held by the Defendant in terms of Deed of Transfer T20354/92, with improvements thereon.

Terms: The purchaser shall pay 10% (ten per centum) of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

Improvements: Four bedrooms, one and a half bathroom, lounge, dining-room, living-room, kitchen, pantry and double carport.

Conditions: The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein, this 12th day of October 1993.

E. Holtzhausen, for Webbers, Attorney for Plaintiff, Third Floor, Allied House, West Burger Street, Bloemfontein.

Saak 1254/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE WITSIESHOEK

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

Ingevolge 'n vonnis van die Landdroshof, Harrismith, en 'n lasbrief van eksekusie gedateer 20 September 1993, sal die volgende eiendom geregtelik verkoop word op 3 Desember 1993 om 10:00, voor die Landdroskantoor, Witsieshoek, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Perseel 1003H, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek, groot 678 (seshonderd agt-en-sewentig) vierkante meter, soos aangedui op Algemene Plan PB440/1987, soos gehou kragtens Grondbrief 25/1989 en onderworpe aan die voorwaardes soos daarin uiteengesit.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit 'n sitkamer, kombuis, eetkamer, drie slaapkamers, een en 'n half badkamer en motorhuis.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Witsieshoek.

Gedateer te Harrismith op hede die 21ste dag van Oktober 1993.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Stuartstraat 51B, Posbus 22, Harrismith.

Saak 23743/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Anna Melato** (bygestaan deur wettige eggenoot Oupa Solomon Melato), Eiseres, en **S. Motshabi**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 5 Mei 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 10 Desember 1993 om 10:00, by die Landdroskantoor, Bloemfontein, te wete:

Erf 19534, Rocklands-uitbreiding, Mangaung-dorpsgebied, distrik Bloemfontein.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg:

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

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

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

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

Geteken te Bloemfontein op die 20ste dag van Oktober 1993.

J. M. M. Verwey, vir Hill, McHardy & Herbst, Prokureur vir Eiser, Voortrekkerstraat 114, Bloemfontein.

Case 6668/92

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

In the matter between **Welkom Milling Company**, Plaintiff, and **Jurie Hendrik Wessels**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Bloemfontein, held at Bloemfontein, in the above suit, a sale without reserve will be held at the Magistrate's Court, Peet Avenue, Bloemfontein, on Friday, 26 November 1993 at 10:00, on conditions to be read by the auctioneer at the time of the sale of the following property of the Defendant to wit:

Certain: Plot 79, Olive Hill Small Holding, District of Bloemfontein, with improvements thereon, held by the Defendant in terms of Deed of Transfer T8116/89.

Terms: The purchaser shall pay 10% (ten per centum) 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: A plot.

Conditions: The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein this 22nd day of October 1993.

E. Holtzhausen, for Webbers, Attorney for Plaintiff, Third Floor, Allied House, West Burger Street, Bloemfontein.

Saak 1734/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **Saambou Bank**, Eiser, en **C. H. B. Stadler**, Eerste Verweerder, en **A. C. Stadler**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Sasolburg, gedateer 27 Mei 1993, en 'n lasbrief tot eksekusie gedateer 25 Mei 1993, sal die volgende eiendom met verbeterings daarop, in eksekusie verkoop word op Vrydag, 26 November 1993 om 10:00, by die Landdroskantoor, Sasolburg:

Sekere Erf 5074, geleë in die dorp Sasolburg, distrik Parys, groot 1 843 (eenduisend agthonderd drie-en-veertig) vierkante meter.

Die eiendom word verkoop onderhewig aan betaling van 10% (tien persent) van die koopprys by sluiting van die koopvooreenkoms en die balans teen registrasie van transport aan die koper. Gemelde balans moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju voorsien moet word binne 14 (veertien) dae vanaf datum van verkoping. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshof, No. 32 van 1944, soos gewysig.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Sasolburg, en by die kantore van die Eiser se prokureurs.

Aldus geteken te Sasolburg op hierdie 21ste dag van Oktober 1993.

J. P. S. de Beer, vir De Beer & Claassen, Posbus 77, Sasolburg, 9570. (Verw. Jan de Beer/cs/G5270.)

**Case 2176/93
PH 267**

IN THE SUPREME COURT OF SOUTH AFRICA (Orange Free State Provincial 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 **George Diederick Jordaan** (Identity No. 5106015095003), First Defendant, and **Barinda Stoffelina Jordaan**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Office, Baine Street, Sasolburg, on Friday, 26 November 1993 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the Sheriff for the Supreme Court's Offices, at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 2083, situated in the Town Sasolburg Extension 2, District of Parys, measuring 1 103 square metres, held by the Defendants under Deed of Transfer T10405/1989, being 3 Potgieter Street, Sasolburg.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, garage and store-room.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 23rd day of September 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No.: Z69743.) (Ref. Z69743/FCLS/WR/Mr Brewer/djl.)

Saak 1582/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA (Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **United Bank**, Eiser, en **R. Vosloo**, Eerste Verweerder, en **A. Vosloo**, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Tulbach-ingang, Heerenstraat, Welkom, op Vrydag, 19 November 1993 om 11:00, van die ondervermelde residensiële eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere: Erf 8455, Uitbreiding 7, geleë in die stad Welkom, distrik Welkom, ook bekend as Van Bruggenstraat 26, Welkom, groot 1 127 (eenduisend eenhonderd sewe-en-twintig) vierkante meter, onderworpe aan sekere servitute en voorwaardes en gehou kragtens Transportakte T4187/1990 geregistreer op 16 Mei 1990.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit 'n woonhuis bestaande uit ingangsportaal, sitkamer, eetkamer, familiekamer, speelkamer, kombuis, waskamer, vier slaapkamers, twee badkamers/toilet/stort en buitegeboue met 'n dubbelmotorhuis, bediendekamer en toilet.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingswaarborg binne 14 (veertien) dae na afloop van die veiling.

Gedateer hierdie 22ste dag van Oktober 1993.

L. D. Y. Booysen, vir Claude Reid, Prokureur vir Eiser, Sesde Verdieping, Unitedgebou, Maitlandstraat, Bloemfontein. [Tel. (051) 47-9881.] (Verw. LDYB/SMC/W21018.)

Saak 6311/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bankorp Beperk**, handeldrywende as Trustbank, Eiser, en **Johannes Cornelius Prinsloo**, Verweerder

Ten uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof, op 23 Julie 1992, en 'n lasbrief vir eksekusie uitgereik teen Verweerder sal ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes wat ten tye van die verkoping deur die Geregsbode van die Hof voorgelees word te die perseel geleë te Landdroskantore, Bloemfontein, Peetlaan-ingang, op Vrydag, 19 November 1993 om 10:00, naamlik:

Sekere: Plot 9, synde 'n gedeelte van die plaas Donegal 1088, geleë in die plaaslike gebied van Bainsvlei, distrik Bloemfontein, groot 4,2827 (vier komma twee agt twee sewe) hektaar, gehou kragtens Akte van Transport T478/87, onderhewig aan die voorwaardes en servitute daarin vermeld.

Terme: Die koper sal na afloop van die veiling 10% (tien persent) van die koopsom en afslaersgelde in kontant aan die Geregsbode van die Hof betaal, en sekuriteit stel vir die balans van die koopsom by wyse van lewering van 'n aanvaarbare bank- of bouverenigingswaarborg binne 14 (veertien) dae na afloop van die veiling.

Voorwaardes: Volledige verkoopvoorwaardes sal ter insae lê ten kantore van die Geregsbode en E. G. Cooper & Seuns, Cooper Huis, St Andrewstraat 157, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein op hierdie 27ste dag van Oktober 1993.

Gedateer hierdie 27ste dag van Oktober 1993.

Bode van die Hof, Barnesstraat 5, Bloemfontein.

E. G. Cooper & Seuns, Posbus 27, Bloemfontein, 9300. [Tel. (051) 47-3374.]

Saak 86809/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Mattheus Hendrikus Wessels Maré**, Eiser, en **Martin Hambridge**, Eerste Verweerder, en **Anna-Rita Hambridge**, Tweede Verweerderes

Kragtens uitspraak in die Landdroshof, Pretoria, en 'n lasbrief vir eksekusie, gedateer 8 Maart 1993, sal die onderstaande onroerende eiendom op Vrydag, 26 November 1993 om 10:00, geregtelik verkoop word deur die Balju, Philippolis, aan die hoogste bieder, welke verkoping sal plaasvind te Erf 276, Philippolis, Oranje-Vrystaat, ook bekend as Colesbergweg, Philippolis.

Gemelde eiendom is geleë 2 kilometer suid van Philippolis.

Die eiendom wat verkoop word bestaan uit Gedeelte 3 (van A) van Erf 276, geleë om die dorp en distrik Philippolis, Oranje-Vrystaat, groot 1,9824 (een komma nege agt twee vier) hektaar.

Restant van Erf 276, geleë in die dorp en distrik Philippolis, Oranje-Vrystaat, groot 1,5846 (een komma vyf agt vier ses) hektaar. Albei eiendomme gehou kragtens Akte van Transport T13584/1990.

Die verbetering op die eiendom bestaan uit: 'n Enkelverdieping steenwoonhuis, groot ongeveer 385 vierkante meter onder 'n sinkdak met staalvensterrame, deure, vier slaapkamers en elf vertrekke. Verder is daar vier toegeruste boorgate, twee windpompe, dompelpomp, monopomp en twee sementdamme op die eiendom. Twee hektaar is onder besproeiing. Die korrektheid van die beskrywing en toestand van gemelde verbetering word nie gewaarborg nie.

Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Landdroshof, Philippolis, Tobie Mullerstraat, Philippolis.

Die belangrikste verkoopvoorwaardes is die volgende: 'n Kontant deposito van 10% (tien persent) van die koopprijs is betaalbaar op die dag van die verkoping, die balans verseker te word by wyse van 'n bank- of bougenootskapswaarborg aan die Balju voorsien moet word binne 21 (een-en-twintig) dae vanaf datum van verkoping en ondertekening van die voorwaardes. Gemelde balans moet betaalbaar wees teen registrasie van transport in die koper se naam. Die eiendom word voetstoots en sonder reserwe aan die hoogste bieder verkoop. Besit en okkupasie word deur die koper verkry by registrasie van transport tensy anders ooreengekom tussen die koper en die Eksekusieskuldeiser se prokureur.

Gedateer te Pretoria hede die 29ste dag van Oktober 1993.

A. J. van Eeden, Prokureur vir Skuldeiser, Blok F, Wapadrand Kantoorpark, Wapadrand, Pretoria. (Tel. 807-0020.) (Verw. L415/92.)

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

In the matter between **Municipality of Reddersburg**, Plaintiff, and **A. and E. Roelofse**, Defendants

On 27 November 1993 at 09:00, a public auction sale will be held at 7 Scheepers Street, Reddersburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in:

1. Stand 126, situated in the Town and District of Reddersburg;
2. Stand 127, situated in the Town and District of Reddersburg;
3. Stand 158, situated in the Town and District of Reddersburg;
4. Stand 186, situated in the Town and District of Reddersburg;
5. Remainder of Erf 301, situated in the Town and District of Reddersburg;
6. Subdivision 1 of Erf 301, situated in the Town and District of Reddersburg;

5 and 6 must be bonded, used, sold or otherwise handled together, together with all erections or structures thereon held under Deed of Transfer T879/91.

Improvements (which are not warranted to be correct and not guaranteed): Detached single storey brick and or cement residence under iron roof consisting of: Lounge, bathroom, kitchen and bedroom/s.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 5% (five per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's office.

Dated at Bloemfontein this 28th day of October 1993.

Naudes, Plaintiff's Attorney, Third Floor, Trustfontein Building, 151 St Andrew Street, Bloemfontein. (Ref. Martins/jw/Z42562.)

OPENBARE VEILINGS, VERKOPE EN TENDERS PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIEVEILING VAN PRAGTIGE DUBBELVERDIEPINGWONING OP PYPSTEELERF, LYELL'SSTEEG 8, ELDORAIGNE-UITBREIDING 3, VERWOERDBURG, op 19 NOVEMBER 1993, OM 10:30 OP DIE PERSEEL: ERF 1731, ELDORAIGNE-UITBREIDING 3, VERWOERDBURG, REGISTRASIEAFDELING JR, TRANSVAAL:

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **T. W. Maguire, Meestersverwysing T3113/93**, verkoop ons per openbare veiling genoemde eiendom op die perseel, bestaande uit:

'n Dubbelverdiepingwoonhuis met drie slaapkamers, twee badkamers, gastetoilet, oopplan kombuis met kiaat houtkaste, ooghoogte oond en kookblad. Aangrensend opwaskamer en spens. Gesins-, sit-, eet-, werks- en speelkamer, vloermatte, ingeboudekaste. Dubbel toesluitmotorhuis, buitetoilet, gevestigde tuin, ommuur, teëldak. *Erf: 1 407 m². Verbeterings: 362 m².*

Verkoopvoorwaardes: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborg vir die balans binne 30 dae na bekragtiging deur die Kurator.

BTW betaalbaar: Geen.

Afslaersnota: 'n Juweel.

Besigtiging: By die eiendom na 1 November 1993 (vra vir wag) of reël met die afslaer.

Vir meer besonderhede: Skakel die kantoor by (012) 341-1314 gedurende kantoorure.

VAN'S AFSLAERS

VEILING: WONING TE MARBLE HALL

In opdrag van die likwidateur van **Nellre Beleggings BK.**, in likwidasie, **Meestersverwysing T3018/93**, verkoop Van's Afslaers, ondervermelde bate per openbare veiling, sonder reserwe, onderhewig aan bekragtiging, op Maandag, 8 November 1993 om 11:00 te Verbenastraat 615, Marble Hall:

Groot: 2 112 m².

Verbeterings: Grasdakwoning, motorhuise en swembad.

Betaling: 10% (tien persent) deposito plus afslaerskommissie in kontant of gewaarborgde tjek. Waarborg binne 30 dae.

Inligting: Skakel Van's Afslaers (012) 335-2974.

F. C. BENECKE AFSLAERS (EDMS.) BPK.

(Reg. No. 91/01678/07)

INSOLVENTE BOEDELVEILING: CAROLINA INDUSTRIËLE PERSEEL MET VERBETERINGS

In opdrag van die Kurator in die insolvente boedels **S. F. en H. H. L. Muller, Meestersverwysing T598/92**, verkoop ons DV op Donderdag, 11 November 1993 om 12:00, op die perseel, hoek van Oos- en Jacobstraat, Industriële gebied, Carolina:

Sekere Erf 514, Uitbreiding 2 (Industriële gebied), Carolina. Groot: 1 502 m² met verbeterings synde ruim werkwinkel, stoor, kantoor en ablusiefasiliteite. Betonmure en veiligheidsomheining om erf. Enkele motorbakke en skroot op erf sal apart opgeveil word.

Verkorte voorwaardes: (a) 15% (vyftien persent) op dag van veiling. (b) Balans gewaarborg te word binne 30 dae na bekragtiging. (c) Bekragtiging binne 14 dae. (d) Okkupasie op datum van bekragtiging.

Besigtiging: Elke dag vanaf 08:00 tot 17:00.

Vir verdere besonderhede: Kontak F. C. Benecke Afslaers (Edms.) Bpk., Jan van Riebeeckstraat 15, Ermelo. Tel. (01341) 9-2506.

TRAKMAN'S AUCTIONEERS (PTY) LTD

Instructed thereto be the liquidator of **Tellyco CC**, in liquidation, **Master's Reference T2132/93**, we will sell the assets at our mart, 5 First Street, New Doornfontein, Johannesburg, on Tuesday, 23 November 1993 at 09:30.

Terms: Bank-guaranteed cheque or cash.

Trakman's Auctioneers (Pty) Ltd, Box 53544, Troyeville, 2139. Phone (011) 614-7135.

PHIL MINNAAR AFSLAERS BK.

(CK85/01372/73)

REUSE INVOLVENTE BOEDELVEILING VAN VIER PRAG AANGRENSENDE PLASE TEEN DIE OLIFANTSRIVIER, IMPLEMENTE, TREKKERS, AARTAPPEL SORTEERMASJIE EN TWEE VALLEY 7M TORING SPILPUNTE, DISTRIK MIDDELBURG

In opdrag van die Kurator in die insolvente boedel **W. Wilson, Meestersverwysing T2814/93**, verkoop ons die ondervermelde eiendom, implemente en losgoed per openbare veiling op Donderdag, 18 November 1993 om 11:00.

Plek van veiling: Die plaas Hamelfontein.

Ligging: Vanaf die Nelspruit/Hendrina kruising by Middelburg, ry met Hendrinapad vir 2,5 km, draai links op Tweefonteinpad vir 8,6 km, plaas aan regterkant.

Beskrywing van eiendomme:

Plaas 1: Die restant van gedeelte 2, Hamelfontein 462, distrik Middelburg, Registrasieafdeling JS, Transvaal. Groot: 107,0237 hektaar.

Plaas 2: Gedeelte 1 van die plaas Ede 463, distrik Middelburg, Registrasieafdeling JS, Transvaal. Groot: 321,2423 ha.

Plaas 3: Gedeelte 4 van die plaas Hamelfontein 462, distrik Middelburg, Registrasieafdeling JS, Transvaal. Groot: 94,2185 hektaar.

Plaas 4: Gedeelte 1 van die plaas Hamelfontein 462, distrik Middelburg, Registrasieafdeling JS, Transvaal. Groot: 211 hektaar.

Verbeterings: Twee netjiese volledige hoofwonings met motorhuise, swembad, groot skuur en werkwinkel, tennisbaan, braaiarea, skoolgebou vir swartes, kamponggebou en kliniek.

Plaas verbeterings: Beeskrale, drukgang, watertenk, boorgat met windpomp volledig, vier toegeruste boorgate, twee 42 hektaar spilpunte, turbinepomp in rivier, moederlyn na spilpunte, sementdam, skaapkrake en aartappelsorterskuur.

Grondverdeling: ± 148 hektaar droë lande, ± 60 hektaar besproeiingslande, ± 158 hektaar besproeibare grond, ± 5 hektaar waarop verbeterings staan, ± 293 hektaar weiding en ± 72 hektaar aangeplante weiding.

Losgoed:

Implemente:

Net Wrapper (elektries aangedrewe), Soilmaster dorsmasjien, Dormas aartappelsortermasjien, Welger AP630 baler, sprinkelpype, 6-lid sleepeg, J/D 1900 skoffel, 2 Lilliston skoffels, 6 m Vibro Master Conksilde, 3 × 3-skaar balkploeë, Bobaasskoffel, Soilmaster breekbek, Dam Buster 3000 skroppe, aartappeluithaler, 2-ry Bon Art aartappeloperter, BG Soilmaster aartappeloperter, graan sakkar, 2 × 48/9/ M/F planters, Alpha en Omega dis, Dormas 1,400 aartappeluithaler, 904 M/F planter (skroot), Dieselskarretjie, 3 × sleepwaens en beesklamp.

Trekkers: 3 × 390 M/F trekkers 1991.

Terme:

Eiendom: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 14 dae na aanvraag. Afslaerskommissie en BTW daarop deur koper betaal.

Losgoed: Kontant of bankgewaarborgde tjeks alleen.

Besigtiging: Skakel mnr. W. Wilson by (0132) 46-2107.

Afslaersnota: Hierdie is 'n hoogs suksesvolle boerdery wat as 'n lopende bedryf voortgesit kan word.

Navrae: Skakel ons kantore by (012) 322-8330/1.

Reg word voorbehou om enige item by te voeg of weg te laat.

Phil Minnaar Afslaers BK., Bus 28265, Sunnyside. Tel. 322-8330/1/2. Faks (012) 322-9263.

BID-A-BID AUCTIONEERS

Duly instructed by the trustee in the insolvent estate **A. J. P. and T. A. Jooste, Master's Reference T810/93**, we will sell Erf 8, Witpoortjie, at the residence, 17 Ontdekkers Road, Witpoortjie, Roodepoort, on Tuesday, 9 November 1993 at 10:30.

Terms: 20% (twenty per cent) deposit by cash or bank-guaranteed cheque immediately and the balance within 30 days of confirmation.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872.

MEYER AFSLAERS BK.

(CK91/13027/23)

INSOLVENTE BOEDELVEILING VAN PRAGTIGE SES SLAAPKAMERS-, SES BADKAMERS- FAMILIEWONING TE AERORAND, MIDDELBURG, TRANSVAAL, MET SWEMBAD

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **J. J. van Tonder Peens, Meestersverwysing T1192/93**, verkoop ons per publieke veiling, onderhewig aan bekragtiging, die volgende eiendom:

Erf 2163, Tabaksbergstraat 10, Aerorand, Middelburg, Transvaal.

Grootte: 1 357 vierkante meter.

Verbeterings: Swart teëledak. Ses slaapkamers, ses badkamers, oopplan sit-, eet- en familiekamer. Matte en kaste. Kombuis, buitekamer, bediendekwartiere, ruim dubbelmotorafdak, swembad en diefwering.

Plek: Op die perseel: Tabaksbergstraat 10, Aerorand, Middelburg, Transvaal.

Datum en tyd: Dinsdag, 9 November 1993 om 11:00.

Afslatersnota: Pragtige familiewoning. Beslis die moeite werd.

Verkoopvoorwaardes: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van bod. Waarborg vir die balans binne 30 dae vanaf datum van bekragtiging.

Besigtiging: Daaglik of reël met afslaer.

Verdere navrae: Anna van der Watt: Meyer Afslaters/Eiendomsagente. Tel.: (012) 323-7821 of (012) 45-4835 na-ure. Telefaks: (012) 324-5119.

PHIL MINNAAR AFSLAERS BK.

(CK 85/01372/73)

INSOLVENTE BOEDELVEILING VAN PRAG TABAKPLAAS IN NOORD-TRANSVAAL — NABY TOM BURKE

In opdrag van die Kurator in die insolvente boedel **W. Steyn, Meestersverwysing T1874/93**, verkoop ons die ondervermelde eiendomme per openbare veiling op Vrydag, 19 November 1993 om 12:00:

Plek van veiling: Die plaas Belgium.

Ligging: Vanaf Potgietersrus op die R35 na Ellisras, ry vir $\pm$ 172 km. Draai links op grondpad vir 3 km, plaas op linkerkant.

Beskrywing van eiendomme:

Eiendom 1: Restante gedeelte van Gedeelte 2 van die plaas Belgium 63, distrik Potgietersrus, Registrasieafdeling LR, Transvaal. *Groot:* 171,3064 hektaar.

Eiendom 2: Gedeelte 3 van die plaas Belgium 63, distrik Potgietersrus, Registrasieafdeling LR, Transvaal. *Groot:* 72,3770 hektaar.

Verbeterings: Hoofwoning bestaande uit drie slaapkamers, eetkamer, sitkamer, kombuis, badkamer, aparte toilet, groot stoep, dubbelmotorhuis en braaiarea.

Plaasverbeterings: Toegeruste boorgat met dompelpomp vir huis, groot tabakstoor met waterpype, vleiskamer, melkkamer, tabak sorteerkamer, stoor, gifkamer, drie sement regeleerdamme ondergronds met mekaar verbind en 60 hektaar besproeiingslande.

Terme: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 14 dae na aanvraag.

Afslaterskommissie: Betaalbaar deur koper asook BTW daarop.

Afslatersnota: Hierdie hoogs suksesvolle tabakplaas wat as 'n lopende bedryf voortgesit kan word sal slegs gesamentlik opgeveil word.

Besigtiging: Daaglik.

Navrae: Skakel ons kantore by (012) 322-8330/1.

Phil Minnaar Afslaters, Bus 28265, Sunnyside. Tel.: 322-8330/1/2. Faks: (012) 322-9263.

JAAP VAN DEVENTER AFSLAERS**PUBLIEKE VEILING**

Behoorlik daartoe gemagtig deur die mede-Kuratore in terme van artikel 28 van die Landboukredietwet, sal die ondervermelde bates in die boedel van **C. M. Lundall**, aangebied word op 24 November 1993, om 11:00, te die eiendom soos hieronder uiteengesit:

1. Die plaas Rondalia, Registrasieafdeling JS, Transvaal. Groot: 342 hektaar:

Hierdie eiendom is verbeter met 'n mooi woonhuis bestaande uit vyf slaapkamers, kombuis, twee badkamers, eetkamer en twee sitkamers. Op die eiendom kom voor 'n skuur, groot 10 x 30 meter asook 'n ou melkstal wat nie toegerus is nie. Ongeveer 75 hektaar lande met die balans verdeel in 11 weidingskampe. Twee toegeruste boorgate asook 'n dam wat hoofsaaklik gevoed word uit fonteine. Ongeveer 15 hektaar bestaan uit aangeplante smutsvingergras vir weiding.

2. Die plaas Moreson, Registrasieafdeling JS, Transvaal. Groot: 342 hektaar:

Hierdie eiendom bestaan uit 220 hektaar hoë potensiaal lande en die balans uit weiding. Daar is een toegeruste boorgat op die eiendom, en die Steelpoortrivier loop deur die plaas. Die eiendom is verbeter met 'n netjiese drieslaapkamerwoonhuis met enkelgeriewe.

3. Die plaas Spitskop, Registrasieafdeling JS, Transvaal. Groot: 180 hektaar:

Hierdie eiendom bestaan uit 130 hoë potensiaal lande en die balans uit weiding. Daar is geen verbeterings op die eiendom nie, en 'n standhoudende spruit loop oor die plaas.

4. Roerende bates:

Meubels wat die volgende insluit: Muureenhede, lessenaar, kombuismeubels en -kaste, hangkaste, slaap- en sitkamerstelle.

Voertuie wat die volgende insluit: Isuzu bakkie, Jeep, 5 x saagmasjiene met elektriese motors, sweismasjiene, skroef en tweedehandse sinkplate, watersleepwa, platbaksleepwa, half-uitgebrande Isuzu bakkie, Nissan vragmotor, stukke Mercedes-Benz trok asook Toyota vragmotor — beide sonder bak, John Deere 4-ry planter, Ford 6610 trekker, outydse 2-ry planter, 4-ry planter (blou), 2 disse, Toyota Dyna, ongeveer 130 sakke mieliesaad, 50 sakke Pronier mieliesaad, 3 x staaltfels, Oksi aseteleen met bottels, 2 x ghriespompe, Ford 6610 trekker, Suzuki motorfiets, Sami trekker, kompressor, kalkstrooier, groot aantal parte en gereedskap, 12 sakke sonneblomsaad, elektriese motortjie, skuurmasjiene, Disc grinder, elektriese boor, skaal, hidroliese swaardiens domkragte, 2 x klein domkragte, 2 x kragopwekkers, platbak sleepwa (oud), John Deere 4-ry planter, Toyota bakkie (stukkend), 5 x swart staalrakke, waterkrane en pyphouertjies, Ford 5000 trekker (stukkend), Grand laaigrafie, 10 x skoffels, roleg, ploeg, ripper, snymasjiene, kuilvoerkerwer, groot dis, stukke snymasjiene, staal rondawel afdakke, 108C Nissan vragmotor, 1989 Isuzu LAW, 1987 Mercedes Sedan, TW 20 Ford trekker, 2 x Ford 6610 trekkers, kalkstrooier, spuit, 2 x planters, dis, 3 x skoffels, 2 x sleepwaens, sweismasjiene, werkswinkel en gereedskap.

Afslaesnota: Vold die Middelburg- Stofbergpad tot by die Wapadskloof rigtingwyser: Draai regs tot by die treinspoor en volg rigtingwysers vandaar op dag van veiling.

Voorwaardes van koop — onroerende eiendomme: 10% (tien persent) deposito op datum van veiling, plus afslaerskommissie en die balans per bank- of bougenootskapswaarborg binne 30 (dertig) dae na datum van veiling. Rente op die uitstaande balans sal gehef word teen heersende ABSA bank rentekoerse.

Voorwaardes van koop:

Roerende bates: Kontant of bank-gewaarborgde tjek op dag van veiling plus BTW.

Bates ten opsigte van hierdie veiling mag bygevoeg of verwyder word voor dag van veiling.

Vir meer besonderhede: Kontak Hercules Campher (0132) 2-5203 kantoorure of 2-1170 na-ure.

VERED AUCTIONEERS**SILVERTON MINI FACTORY INVESTMENTS CC, IN LIQUIDATION, MASTER'S REFERENCE T2522/93**

Instructed by the liquidator in the above matter, we will sell by public auction, 7 Mini Factories, being sections 1, 2, 3, 8, 9, 10 & 11, in the scheme known as Silverpark.

Each mini factory measures 326 square metres.

Conditions: The property will be sold to the highest accepted bidder, subject to confirmation by the liquidator.

Terms: 15% (fifteen per cent) deposit immediately, the balance by approved guarantees within 30 days.

Date of sale: Thursday, 25 November 1993 at 12:00, at the property: Voorhammer Street, Silvertondale Extension 1, Pretoria.

For further information and to view: Please phone the Auctioneers Vered (011) 646-5432. Fax (011) 486-1618.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

VERED AUCTIONEERS**I. FISHMAN (PTY) LIMITED, IN LIQUIDATION, MASTER'S REFERENCE T1697/93****DYNAMIC SHOPFITTERS CC, IN LIQUIDATION, MASTER'S REFERENCE T2288/93**

Instructed by the liquidators in the above matter, we will sell by public auction without reserve:

1986 Toyota Corolla 1,3 GL, 1985 Toyota Dyna, 1991 Nissan bakkie, 1985 Toyota TUV, 1990 Nissan Skyline 2,0 GLE, 1986 Isuzu KB2000.

Conditions: The vehicles will be sold to the highest accepted bidders.

Terms: Cash or bank-certified cheque only. VAT will be added.

Date of sale: Wednesday, 17 November 1993 at 12:00, at Commercial Truck & Trailer, 53 Dekema Road, Wadeville, Germiston.

View day before the sale.

For further information and to view: Please phone the Auctioneers Vered (011) 646-5432. Fax (011) 486-1618.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

VERED AUCTIONEERS

CENTRAL COPIER SYSTEMS PROPERTIES (PTY) LIMITED, IN LIQUIDATION, MASTER'S REFERENCE T2599/93

Instructed by the liquidator in the above matter we will sell by public auction, Portion 2 of Erf 59, Suidpark, Verwoerdburg:

A building consisting of basement, ground and first floor and used as an office block.

Conditions: The property will be sold to the highest accepted bidder, subject to confirmation by the liquidator.

Terms: 15% (fifteen per cent) deposit immediately, the balance by approved guarantees within 30 days.

Date of sale: Thursday, 25 November 1993 at 10:00 at the property, Lenchen Street, Verwoerdburg.

For further information and to view: Please phone the Auctioneers Vered (011) 646-5432. Fax (011) 486-1618.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIE- EN LIKWIDASIEVEILING VAN MOTORVOERTUIG, 2 x DUBBEL-AS VOORHAKERS EN MEER (SONDER RESERVE): OP DONDERDAG, 18 NOVEMBER 1993 OM 12:00 BY ONS PERSEEL TE AUCTION CITY, KERKSTRAAT 463, ARCADIA, PRETORIA:

Behoorlik daartoe gelas deur die ondergenoemde opdraggewers, verkoop ons per openbare veiling onder meer die volgende items:

Voertuie: 1989 Nissan CX 46 Turbo dubbel-as voorhaker, 1990 Nissan CX 46 Turbo dubbel-as voorhaker, 1986 Ford Mustang LX L/handstuur en 1990 Ford Husky LAW. Voertuie in goeie toestand.

Ander: Olivetti ET111 elektriese tikmasjien, lessenaar, stoel, Efax 101 faksmasjien, Vashica kamera en toebehore, Toshiba en Utax fotostaatmasjiene, skoene en klerasie, Warwick Dry 50 Ind. tuimeldroër, Pnimus 22 Type W22 wasmasjien, industriële wasmasjiene, Dubix de Sousa strykmasjiene.

Terme: Streng kontant of bankgewaarborgde tjeks. BTW sal gehêf word op voertuie, res ingesluit.

Die likwidateurs van (1) **Transvaal Road Surfacing (Edms.) Bpk.**, in likwidasie, **Meestersverwysing T1081/93**, (2) **Trade for Africa BK.**, in likwidasie, **Meestersverwysing T3044/93**, (3) **A P M Beleggings (Edms.) Bpk.**, in likwidasie, **Meestersverwysing T1718/93**.

Die Kurators in die insolvente boedels (1) **N. H. Jansen, Meestersverwysing T5337/92**, (2) **A. M. Mohamed**, trading as **M & N HAWKERS Paradise & Mayats Factory Shoppe, Meestersverwysing T3543/93**, (3) **J. H. Pretorius, Meestersverwysing T4298/92**.

Besigtiging: By ons perseel gedurende kantoorure.

Reg van onttrekking word voorbehou.

Leo Afslaers (Edms.) Bpk.

PHIL MINNAAR AFSLAERS BK.

(CK85/01372/73)

INSOLVENTE BOEDELVEILING VAN KOMMERSIËLE ERF, PLAAS EN IMPLEMENTE, DISTRIK LYDENBURG

In opdrag van Kurator in die insolvente boedel **W. J. Landsberg, Meestersverwysing T3247/93**, verkoop ons die ondervermelde eiendom per openbare veiling op Maandag, 15 November 1993:

Eiendom 1 — Erf:

Tyd: 10:00.

Plek van veiling: Joubertstraat 49, Lydenburg.

Beskrywing van eiendom: Erf 115, beter bekend as Joubertstraat 49, Lydenburg, Registrasieafdeling JT, Transvaal.

Groot: 6 692 m².

Verbeterings: Hierdie besigheidserf is onverbeterd.

Eiendom 2 — Plaas:

Tyd: 11:00.

Plek van veiling: Die plaas Mosterthoek. (Sien ligging.)

Ligging: Vanaf Lydenburg op die Ohrigstadpad vir 1,2 km draai links op Burgersfortpad (R37), ry vir 3,8 km en draai links op Frischgewaagdpad. Ry vir 5,6 km en draai links na plaas.

Beskrywing van eiendom: Restant gedeelte van Gedeelte 25 van die plaas Mosterthoek, distrik Lydenburg, Registrasieafdeling JT, Transvaal.

Groot: 110,5673 hektaar.

Verbeterings:

Hoofwoning: Bestaande uit drie slaapkamers, badkamer, sitkamer, eetkamer, TV-kamer, onthaalvertrek, kombuis, vier motorafdakke en plaveisel.

Tweede woning: Bestaande uit twee slaapkamers, badkamer, kombuis en sitkamer. Daar is ook 'n drie-vertrekwoonstel.

Plaasverbeterings: Groot skuur, melkstalle, elektriese veiligheidsomheining om wonings, implementstore, twee groot gronddamme, drie klein gronddamme, toegeruste boorgat met dompelpomp, 1 500 perskebome, 75 amandelbome en 60 hektaar ploegbare lande.

Losbates — implemente: Twee skoffels, dis, bougereedskap, Clayson stroper en massakar, Rovatti pomp en pype, sleepwa, ripper en roltandeg.

Trekkers: B450 International trekker en Suzuki motorfiets.

Vuurwapens: .22 rewolwer, 12-boor haelgeweer, 410 haelgeweer en windbuks.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 45 dae na bekragtiging.

Losbates: Streng kontant.

Besigtiging: Daaglik tussen 08:00 en 17:00.

Navrae: Skakel ons kantore by (012) 322-8330/1.

Reg word voorbehou om enige item by te voeg of weg te laat.

Phil Minnaar Afslaers BK., Bus 28265, Sunnyside. Tel: 322-8330/1/2. Faks: (012) 322-9263.

PHIL MINNAAR AFSLAERS BK.

(CK85/01372/73)

INSOLVENTE BOEDELVEILING VAN TWEE WONINGS TE WRIGHT PARK, SPRINGS EN DUNNOTTAR

In opdrag van die Kurator in die insolvente boedel **R. L. en J. C. D. Gates, Meestersverwysing T1454/93**, verkoop ons die ondervermelde eiendomme per openbare veiling op Donderdag, 16 September 1993 om 10:00 en 11:30:

Eiendom 1: 10:00:

Plek van veiling: Meterrylaan 2, Wright Park, Springs.

Beskrywing van eiendom: Erf 3, ook bekend as Meterrylaan 2, Wright Park, Springs, Registrasieafdeling IR, Transvaal.

Groot: 1 034 m².

Verbeterings: Woning met staan-/sinkdak het drie slaapkamers, gesamentlike sit- en eetkamer, badkamer, kombuis met opwaskamer, bediendekamer met geriewe, beton rylaan en swembad.

Besigtiging: Daaglik.

Eiendom 2: 11:30:

Plek van veiling: Porterweg 16, Dunnottar.

Beskrywing van eiendom: Erf 354, ook bekend as Porterweg 16, Dunnottar, Registrasieafdeling IR, Transvaal.

Groot: 991 m².

Verbeterings: Woning met staan-/sinkdak bestaan uit twee slaapkamers, badkamer, ingangsportaal, sitkamer, kombuis, teëls, motorhuis, diefwering, ommuur en veiligheidshekke.

Besigtiging: Daaglik.

Afslaersnota: Hierdie wonings benodig opknapping.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek, balans verseker te word met waarborge binne 45 dae na aanvraag.

Navrae: Skakel ons kantore by (012) 322-8330/1.

Phil Minnaar Afslaers BK., Bus 28265, Sunnyside. Tel: 322-8330/1/2. Faks: (012) 322-9263.

CAHI AUCTIONEERS, APPRAISERS & STOCK LIQUIDATORS

(Registration No. CK87/12616/23)

MASSIVE LIQUIDATION AUCTION, TOTALLY UNRESERVED: MOTORCYCLES, NEW YAMAHA MOTORBIKE PARTS AND SPARES, NEW SUZUKI MOTORBIKE PARTS AND SPARES AND ACCESSORIES

Duly instructed by the trustee in the matter **Speedworld Suzuki CC**, in liquidation, we will sell on Friday, 12 November 1993 at 10:00 at our mart, corner of Beatrix and Proes Streets, Arcadia, Pretoria:

Large variety second-hand motorcycles, computer, printers, V.D.U. and keyboards, steel shelving and much more.

View day prior 1-4 pm.

Terms: R500 registration fee (refundable). Cash or bank-guaranteed cheques only.

For further information contact Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax (012) 324-2215. (S.A.I.A.)

CAHI AUCTIONEERS, APPRAISERS & STOCK LIQUIDATORS

(Registration No. CK87/12616/23)

UNRESERVED AUCTION: LARGE QUANTITY GEARBOXES, FULLY RECONDITIONED GEARBOXES (AUTO AND MANUAL), STORAGE SHELVES AND TORQUE CONVERTORS

Duly instructed by the trustee in the matter **John Mills Gearboxes CC**, in liquidation, **Master's Reference T2355/93**, and insolvent estate **J. H. J. Mills, Master's Reference 2156/93**, we will sell on Friday, 12 November 1993 at 10:00 at our mart, 99 Beatrix Street, corner of Proes Street, Arcadia, Pretoria:

Trolley jacks, variety tools, gas welder, compressors, three-phase and petrol, work benches, gearbox spares and much more.

Terms: R500 registration fee (refundable). Cash or bank-guaranteed cheques only.

For further information: Contact Cah Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax (012) 324-2215. (S.A.I.A.)

AUCOR (PTY) LTD**INSOLVENT ESTATE J. C. ESTERHUIZEN, MASTER'S REFERENCE T4136/93**

Engine analyser to be auctioned at 14 Appel Road, Kramerville, Sandton, on Thursday, 11 November 1993 at 10:30, duly instructed thereto by the trustee.

The above is subject to change without prior notice.

View: Day prior to sale.

Terms: R1 000 (one thousand rand) refundable deposit. The balance to be paid by Friday, 12 November 1993. Buyers being financed must produce a letter of credit prior to bidding. All bids are exclusive of VAT.

Note: No cash will be accepted at the auction site, but can be paid in at the nearest First National Bank.

For further details please contact the auctioneers: Aucor (Pty) Ltd, 14 Appel Road, Kramerville, Sandton. Tel. (011) 444-5550. Fax: 444-5551. (S.A.I.A.)

AUCOR (PTY) LTD**COMMERCIAL AND CONSTRUCTION INSURANCE BROKERS (PTY) LTD, IN LIQUIDATION, MASTER'S REFERENCE T2031/93**

Office furniture and cars to be auctioned at 14 Appel Road, Kramerville, Sandton, on Thursday, 11 November 1993 at 10:30, duly instructed thereto by the liquidator.

The above is subject to change without prior notice.

View: Day prior to sale.

Terms: R1 000 (one thousand rand) refundable deposit. The balance to be paid by Friday, 12 November 1993. Buyers being financed must produce a letter of credit prior to bidding. All bids are exclusive of VAT.

Note: No cash will be accepted at the auction site, but can be paid in at the nearest First National Bank.

For further details please contact the auctioneers: Aucor (Pty) Ltd, 14 Appel Road, Kramerville, Sandton. Tel. (011) 444-5550. Fax: 444-5551. (S.A.I.A.)

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: H. J. AND E. M. STORM, MASTER'S REFERENCE T2584/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 1 Redelinghuys Street, Barberton Extension 4, District of Barberton, Transvaal, on Saturday, 13 November 1993, at 10:30: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: H. J. AND E. M. STORM, MASTER'S REFERENCE T2584/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 1 Andrew Street, Barberton, District of Barberton, Eastern Transvaal, on Saturday, 13 November 1993, at 11:30: A four-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

PARK VILLAGE AUCTIONS

DIVORCE SETTLEMENT: C. D. WESSELS AND E. G. WESSELS, WITWATERSRAND SUPREME COURT CASE No. 18087/92

Duly instructed by the liquidator in the above-mentioned divorce settlement, we will sell by public auction, on site at 506 Wonderboom Street, Pretoria North, District of Pretoria, Transvaal, on Wednesday, 10 November 1993 at 10:30: A two-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: L. A. SIDWELL, MASTER'S REFERENCE T3013/93

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 8 Flamingo Street, Bromhof, District of Randburg, Transvaal, on Wednesday, 10 November 1993 at 10:30: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: N. F. AND E. C. SMIT, MASTER'S REFERENCE T2177/93

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 13 Bulbul Street, Crystal Park, District of Benoni, Transvaal, on Tuesday, 9 November 1993, at 10:30: A two-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: N. F. AND E. C. SMIT, MASTER'S REFERENCE T2177/93

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 19 Ewing Street, Rynfield, District of Benoni, Transvaal, on Tuesday, 9 November 1993 at 11:30: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: A. DARAS, MASTER'S REFERENCE T3796/92

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 23 Boeing Road West, Bedfordview, District of Johannesburg, Transvaal, on Tuesday, 9 November 1993, at 10:30: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: P. J. VERMEULEN, MASTER'S REFERENCE T1682/93

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 79 Second Avenue, Geduld, District of Springs, Transvaal, on Monday, 8 November 1993, at 12:30: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: L. E. AND P. J. HAMANN, MASTER'S REFERENCE T973/93

Duly instructed by the trustee in the above-mentioned estate, we will sell by public auction, on site at 1 Second Street, Rensburg, District of Heidelberg, Transvaal, on Monday, 8 November 1993, at 10:30: A two-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

LIBRA AFSLAERS BK.

(Reg. No. CK90/36976/23)

INSOLVENTE BOEDELVEILING : TROSBEHUISING, NETJIESE KOMPLEKS, FLORIDA PARK-UITBREIDING 5

In opdrag van die Kurator in die insolvente boedel van **Wattlestraat Beleggings BK., Meestersverwysing T3374/93**, verkoop ons die ondergemelde eiendom per openbare veiling by die perseel op Vrydag, 19 November 1993 om 12:00:

Eiendom: Gedeelte 8 van Erf 1185, Florida Park-uitbreiding 5, ook bekend as Wattlestraat 26A, Florida Park-uitbreiding 5, Florida.

Beskrywing: Netjiese noordaansig eenheid met netjiese tuin. Besik oor bediendekamer en dubbelmotorhuis. Eenheid het drie slaapkamers, twee badkamers en familiekamer. Oopplankombuis en eetkamer. Vloerplaatte, keramiek teëls en ingeboude kaste.

Verkorte verkoopvoorwaardes: 20% (twintig persent) deposito van die koopprijs in kontant of 'n bankgewaarborgde tjek, met die toeslaan van die bod, die balans van die koopprijs by wyse van 'n bankierswaarborg binne 21 dae na datum van bekragtiging.

Besigtiging: Deur afspraak met die afslaaers.

Afslaaersnota: Netjiese kompleks, ideale koop!

Navrae: Libra Afslaaers (011) 674-2336 of 674-2595. (S.A.I.A.)

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Wolmaransstad op 24 November 1993 om 11:00, voor die Landdroskantoor te Wolmaransstad die ondergemelde eiendomme by publieke veiling verkoop:—

(1) GEDEELTE 9 ('n Gedeelte van gedeelte 4) van die plaas KAMEELBULT 162, Registrasie Afdeling H.O., Transvaal. Groot: 330,0361 hektaar.

Eiendom (1) blykens Akte van Transport T35734/1978.

(2) DIE RESTERENDE GEDEELTE van gedeelte 4 van die plaas KAMEELBULT 162, Registrasie Afdeling H.O., Transvaal. Groot: 330,0360 hektaar.

Eiendom (2) blykens Akte van Transport T29350/1975.

(3) Resterende gedeelte van gedeelte 3 van die plaas KAMEELBULT 162, Registrasie Afdeling H.O., Transvaal. Groot: 346,6499 hektaar.

Eiendom (3) blykens Akte van Transport T36372/1964 in die naam van ERNST HENDRIK OOSTHUIZEN.

Ligging van hierdie eiendomme: 26 km noordwes van Wolmaransstad.

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:

Eiendom (1): 10 Perdestalle. Veekerend omhein en verdeel in kampe. Boorgate en sementdam.

Eiendom (2): Woonhuis, motorhuis. Veekerend omhein en verdeel in kampe. 9 Boorgate, sementdam en suipkrip.

Eiendom (3): 2 Woonhuise, 3 store en 20 arbeidershuise. Veekerend omhein en verdeel in kampe. 2 Boorgate, sementdam, tenk en 2 suipkrippe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopvooreenkoms 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 bod moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprijs.

(b) 2,5% Afslaaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar.) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprijs.

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopvooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AHAG 02564 03G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 28 Oktober 1993.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, ELLISRAS op 1993 om 10:00 voor die Landdroskantoor te ELLISRAS die ondergemelde eiendom by publieke veiling verkoop:—

Resterende gedeelte van die plaas SPECULATIE 51, Registrasie Afdeling L.Q., Transvaal. Groot: 436,3899 hektaar.

Blykens Akte van Transport T46829/1989, in die naam van STEPHANUS CHRISTIAAN CRONJE.

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendom: 63 km noord van Elliras.

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, stoor, werkswinkel, tabakkelder, tabakstore, tabakstellasie, kweekhuis en kampong. Veekerend omhein en verdeel in kampe. 2 Boorgate. Limpoporivier vorm een grens.

Die eiendom ressorteer onder die Limpoporivier-Staatswaterbeheergebied en dit word beweer dat die eiendom kwalifiseer vir die onttrekking van 318 500 kubieke meter openbare water per jaar uit die openbare stroom waaraan die eiendom oewer en wat voldoende geag word vir die besproeiing van 35 hektaar. 'n Tydelike permit vir die onttrekking van 'n maksimum bykomende hoeveelheid van 591 500 kubieke meter openbare water vir die besproeiing van 'n addisionele 65 hektaar is op 28 Desember 1983 uitgereik.

Voornemende kopers se aandag word daarop gevestig dat hulle enige navrae omtrent die waterregte moet rig aan die Departement van Waterwese en Bosbou.

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, bevestiging van die betrokke Minister verkry moet word dat hy die waterregte sal kan bekom. Die koper is verantwoordelik vir die oorpasing van die waterregte op sy naam.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkooppooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar.)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys.

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, 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, kooppooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AFAD 02590 01G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 27 Oktober 1993.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, MIDDELBURG op 26 November 1993 om 10:00 voor die Landdroskantoor, President Krugerstraat, te Middelburg, Transvaal die ondergemelde eiendom by publieke veiling verkoop:—

RESTERENDE GEDEELTE van GEDEELTE 6 (MERINO) van die plaas LEEUWKLIP 363, registrasie afdeling J.S., Transvaal. Groot: 638,6151 hektaar.

Blykens Akte van Transport T32874/1987, in die naam van JOHANNES PETRUS STEYN GELDENHUYS.

Ligging van hierdie eiendom: 50 km noordoos van Middelburg.

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, melkstal, motorhuis en kantoor, 3 store en kampong. Veekerend omhein en verdeel in kampe. 2 Boorgate, 7 gronddamme, fonteine en 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 uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkooppooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar.)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys.

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: ADAC 02380 01G/03G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 28 Oktober 1993.

RAND REALTY (PTY) LTD

INSOLVENT ESTATE BENTLY SAMUEL BEIRA, MASTER'S REFERENCE T186292

SKI-BOATS, UMHLANGA AND BEACON ISLE TIMESHARE, BOATING EQUIPMENT AND FURNITURE

Duly authorised we shall sell Super skier model 2990043 — 8-seater high performance inboard V8 motor in immaculate condition with Roland trailer. Compact fun ski-boat with 75 Hp motor with trailer.

Umlanga Timeshare — Week 40 and 41.

Beacon Isle Timeshare — Week 51 and 52.

Wind surfers, life jackets, wet suits, knee board, water skis.

Quarter-size snooker table, bed, modular chairs, chaise lounge, pine table with six chairs, bunk beds, pine couch, Cadac cylinder and lamp, desk and fishing rod.

Terms: Cash or bank-guaranteed cheque.

Sales takes place on Sunday, 7 November 1993 at Shores of Loch Vaal at 15:00.

Rand Realty (Pty) Ltd, 12th Floor, 6 Plein Street, Johannesburg, 2001. Tel. (011) 832-3071. 26 October 1993.

BOLAND BANK VEILINGS

INSOLVENSIEVEILING VAN PLAASEIENDOM TE NABOOMSPRUIT

Ligging: Vanaf Naboomspruit neem die Mineralebron/Markenpad vir ± 11 km, draai links en volg ons roetewysers na regs op Markenpad.

Op Vrydag, 19 November 1993 om 11:00:

Behoorlik daartoe gemagtig deur die Kurator van insolvente boedel **P. Breedt, Meestersverwysing T2805/93**, word ondergemelde per openbare veiling aangebied:

Eiendom: Resterende gedeelte van Gedeelte 3 ('n gedeelte van Gedeelte 2) van die plaas Kafferskraal 168, Registrasieafdeling KR, Transvaal. *Groot:* 198,0599 hektaar.

Verbeteringe: Halfvoltoorde woonhuis aan twee rondawels. Groot gebou opgerig as winkel/stoor, boorgat.

Grond: ± 80 hektaar bewerkbaar en ± 118 hektaar weiveld.

Eiendom grens vir ± 1 km aan Palalarivier.

Verkoopvoorwaardes: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van die bod. Waarborg vir die balans koopprys binne 30 dae vanaf datum van bekragtiging.

Besigtiging: Kan gereël word.

Navrae: Ian Coetzee (012) 804-2112.

Afslaer: Koos van Rensburg (012) 804-2112.

Boland Bank Veilings, Nedbanksentrum 246, Pretoriaweg 617, Silverton. (S.A.I.A.)

BOLAND BANK VEILINGS

INSOLVENSIEVEILING VAN LANDBOUHOEWE — DENNYDALE

Ligging: Vanaf Randfontein neem Main Reefweg, draai regs in Mainweg na Carletonville, ± 14 km links (Acacialaan).

Op Donderdag, 11 November 1993 om 11:00:

Behoorlik daartoe gemagtig deur die Kurator van insolvente boedel **A. en J. J. van Lingen, Meestersverwysing T3057/93**, word ondergemelde per openbare veiling aangebied:

Eiendom: Hoewe 31, Dennydale-landbouhewes, Registrasieafdeling IQ, Transvaal. *Groot:* 2,5696 hektaar.

Verkoopvoorwaardes: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van die bod. Waarborg vir die balans koopprys binne 30 dae vanaf datum van bekragtiging.

Navrae: Ian Coetzee (012) 804-2112.

Afslaer: Koos van Rensburg (012) 804-2112.

Boland Bank Veilings, Nedbanksentrum 246, Pretoriaweg 617, Silverton. (S.A.I.A.)

DALES BROS. PROPERTY AUCTIONS

Duly instructed by the trustees, auction sales to be held on Thursday, 18 November 1993 on the respective sites:

(1) At 10:00: Insolvent estate **P. Singh, Master's Reference N124/93**, on site at 67 King George Avenue, Forest Hills/Kloof. Spacious family residence with pool.

Entrance-hall to very large carpeted lounge, extending to braai patio, three bedrooms (m.e.s.), study, modern fitted kitchen, double garage and servant's quarter, set in large, level garden, fenced and auto gated.

(2) At 11:30: Insolvent estate **Fargion Family Trust, Master's Reference N101/93**, on site at 22 Pine Street, Ashley-Pinetown. Comfortable family home.

Three bedrooms, one and a half bathrooms, spacious lounge, separate dining-room, study, level garden, fenced and gated. Near college and schools.

20% (twenty per cent) guaranteed deposit payable in respect of each property, on the fall of the hammer. Conditions of sale available.

Dales Bros. Property Auctions. Tel. (031) 701-3251.

AUCTRADE AFSLAERS**INSOLVENTE BOEDELVEILING VAN 'N WONING GELEË TE HEIDELBERG**

In opdrag van die Kurator in die insolvente boedel **P. J. en C. J. Smith, Meestersverwysing T3216/93**, verkoop ons die ondervermelde eiendom per publieke veiling ter plaatse op Woensdag, 17 November 1993 om 11:00, te Maraisstraat 64, Heidelberg, Transvaal:

Eiendom: Restant van Gedeelte 2 van Erf 37, Heidelberg, ook bekend as Maraisstraat 64, Heidelberg, Transvaal.

Grootte: 870 m².

Verbeterings: Woning bestaande uit 'n sitkamer, eetkamer, vier slaapkamers, twee badkamers, kombuis met houtkaste en dubbelmotorhuis. Die huis het vloermatte, behalwe die gang. Die erf is gedeeltelik ommuur en groot gedeeltes van die eiendom het plaveisel.

Afslasnota: Woning sentraal geleë naby skole en winkels.

Verkoopvoorwaardes: 10% (tien persent) deposito van die koopprijs in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Die verkoping is onderhewig aan bekragtiging. Waarborgte ter versekering van die balans van die koopprijs moet voorsien word binne 30 dae na bekragtiging van die verkoping.

Besigtiging/besonderhede: Daaglik tussen 08:00 en 18:00 of skakel die afslaer by (012) 343-0741 of Radiospoor (012) 323-1020 Kode AT11.

Auctrade Afslasers, Bus 30124, Sunnyside, 0132.

PETER WILLIAMS AUCTIONEERING & PROPERTY SERVICES (PTY) LTD

(Reg. No. 83/3833)

UNRESERVED INSOLVENT ESTATE AUCTION OF FIDUCIARY RIGHTS (FARM SUBJECT TO FIDEICOMMISSUM) OVER FARM OF 450 HECTARES — DISTRICT OF STANDERTON

Duly instructed thereto by the trustee in the insolvent estate of **Paul Charles Franklin Reynolds, Master's Reference T1601/92**, we will sell, entirely without reserve, on the fall of the hammer, at the Masonic Hotel, Charl Celliers Street, Standerton, on Wednesday, 10 November 1993 at 10:30, the undermentioned Fiduciary Rights (the farm subject to the Fideicommissum), being:

The Remaining Extent of Portion 1 of the farm Zandbaken 585, Registration Division IR, District of Standerton, measuring 450,1789 hectares, subject to the Fideicommissum registered against the title deed of the said farm. The rights acquired by the purchaser of the Fiduciary Rights of the insolvent (the farm subject to the Fideicommissum) will terminate upon the death of the insolvent who is presently 52 years old.

The farm consists of approximately 120 hectares of erogrostis and natural grazing. 330 hectares of sand and loam suitable for maize, etc., which includes 50 hectares under irrigation, water which is supplied by the Waterval River.

Improvements: Consist of numerous store-rooms, farm school and teachers' accommodation.

The fencing is in reasonably neat condition and Eskom electricity is available.

Payment: A bank-guaranteed cheque for the full purchase price is payable on the day of the sale. *N.B.:* No exceptions will be made.

Directions: Take the Standerton-Greylingstad road to the turnoff to Val. Proceed on the Val-Kinross road for 11 km, turn right to Holmdene. Proceed over bridge (Waterval River). Farm on other side of bridge.

For further details: Contact the auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. Tel. (012) 335-2931/2.

ELI STRÖH ESTATE AGENTS AND AUCTIONEERS**LIQUIDATION SALE OF HOUTBOSDORP TIMBER FARM WITH IRRIGATION POTENTIAL AND FARM IMPLEMENTS**

Duly instructed by the liquidator in the insolvent estate **Bevan Farms CC**, in liquidation, **Master's Reference T3281/93**, we will sell by public auction on Friday, 12 November 1993 at 11:00, on the farm:

The property: The remaining extent of the farm Enkeldoorn 906, Registration Division LS, Transvaal.

Measuring: 94,1796 hectares.

Improvements: The following improvements exist: A farm-type three-bedroomed dwelling with lounge, dining-room, kitchen and bathroom.

Outbuildings consist of packing sheds and store-rooms.

Other improvements: Irrigation pumps and pipeline to irrigate approximately 2 hectares, also vegetable garden and ground dam. Water is supplied by fountains. The farm finds itself in a picturesque area with a view.

Loose assets: Isuzu 5-ton diesel truck, Ferguson tractor, trailer, farm implements, etc.

Location: Follow the Houtbosdorp/Mooketsi tar road to end. Follow gravel section for 5,5 km. Notice boards will be erected on the righthand side of the road.

Conditions of sale: Farm — 15% (fifteen per cent) deposit on day of sale and the balance within 30 days of confirmation by the liquidator.

Loose assets: Cash or bank-guaranteed cheques.

For further particulars: Contact the auctioneers, Eli Ströh Estate Agents & Auctioneers, 14 Grobler Street, Pietersburg, 0699. (Tel. 956439.)

KAAP • CAPE

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Willowmore op 24 November 1993 om 10:00 voor die Landdroskantoor te Willowmore die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Restant van Gedeelte 2 van die plaas Misgund nr. 25 in die Afdeling van Uniondale. *Groot:* 150,9652 hektaar.

(2) Restant van die plaas Annex Rooiklip nr. 17 in die Afdeling van Uniondale. *Groot:* 476,6815 hektaar.

(3) Restant van die plaas Annex Misgund nr. 18 in die Afdeling van Uniondale. *Groot:* 490,5073 hektaar.

(4) Restant van die plaas Misgund nr. 25 in die Afdeling van Uniondale. *Groot:* 833,7511 hektaar.

(5) Gedeelte 1 (Annex Doorn Bosch) van die plaas nr. 123 in die Afdeling van Willowmore. *Groot:* 301,0167 hektaar.

(6) Plaas nr. 178 in die Afdeling van Willowmore. *Groot:* 348,1046 hektaar.

(7) Gedeelte 1 van die plaas Doorn Bosch nr. 177 in die Afdeling van Willowmore. *Groot:* 624,3162 hektaar.

(8) Gedeelte 2 van die plaas Doorn Bosch nr. 177 in die Afdeling van Willowmore. *Groot:* 972,4293 hektaar.

Eiendomme (1) tot (8) blykens Akte van Transport T31175/1976 in die naam van LUKAS OLIVIER.

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

Eiendomme (1) tot (4): 40 km suid van Willowmore.

Eiendomme (5) tot (8): 30 km suidoos van Willowmore.

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (4): Woonhuis, skeerskuur met afdak en 2 werknemershuise. Jakkalsproef omhein en verdeel in kampe. 5 Boorgate, 2 sementdamme, 2 gronddamme, 8 suipkrippe en sementopgaardam.

Eiendomme (5) tot (8): Woonhuis, implemente-afdak, 2 stoorkamers, buitekamers, rondawel, perdestalle, 3 stelle varkhokke, skeerskuur en 5 werknemershuise. Jakkalsproef omhein en verdeel in kampe. 6 Boorgate, 7 sementdamme, 3 gronddamme en 21 suipkrippe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkooporeenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

- (a) Minstens een-tiende van die koopprys.
- (b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar.) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.
- (c) Alle koste in verband met die verkoping wat insluit advertensiekoste.
- (d) BTW indien van toepassing, dit is 14% op die volle koopprys.

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopoooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DEAX 01305 03G 04G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 28 Oktober 1993.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, STUTTERHEIM op 26 November 1993 om 10:00 voor die Landdroskantoor te STUTTERHEIM die ondergemelde eiendomme by publieke veiling verkoop:—

- (1) Gedeelte 2 van die plaas KINNERSLEY nr. 198, Afdeling van Stutterheim. Groot: 14,8793 hektaar.
- (2) Gedeelte 1 van die plaas PRAIRIE nr. 200, Afdeling van Stutterheim. Groot: 57,6132 hektaar.
- (3) Restant van die plaas VIEWFIELD nr. 205, Afdeling van Stutterheim. Groot: 199,0090 hektaar.
- (4) Gedeelte 1 van die plaas VIEWFIELD nr. 205, Afdeling van Stutterheim. Groot: 302,4100 hektaar.

Eiendomme (1) en (3) blykens Akte van Transport T577/1967.

Eiendomme (2) en (4) blykens Akte van transport T578/1967, in die naam van WILLEM VORSTER BOTHA.

Ligging van hierdie eiendomme: 40 km noordoos van Stutterheim.

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Woonhuis, skeerhuis, implementeskuur, medisyne- en gereedskapkamers, skaapskuur, melkskuur en stoor, dubbel motorhuis, vleis en werknemerskwartiere. Veekeerend omhein en verdeel in kampe. 3 Sementdamme, 2 fonteine, 15 grond-damme, 2 boorgate, 8 drinkbakke.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopoooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

- (a) Minstens een-tiende van die koopprys.
- (b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar.) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.
- (c) Alle koste in verband met die verkoping wat insluit advertensiekoste.
- (d) BTW indien van toepassing, dit is 14% op die volle koopprys.

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopoooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DEAT 00840 02G 03G 04G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 28 Oktober 1993.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, HAY op 26 November 1993 om 10:00 voor die Landdroskantoor te GRIEKWASTAD die ondergemelde eiendom by publieke veiling verkoop:—

Die plaas KORT-KLOOFS-FONTEIN nr 22, geleë in die Afdeling Hay. Groot: 3148,3176 hektaar.

Blykens Akte van Transport T1563/1981 in die naam van GERHARDUS LOUIS BRUWER.

Ligging van hierdie eiendom: 35 km suidwes van Griekwastad.

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, pakkamer, 2 store, enjinkamer, 2 arbeidershuise. Jakkalsproef omhein en verdeel in kampe. 7 Boorgate, 3 putte, 10 damme en 18 veesuipings.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkooppooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar.)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys.

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte of kooppooreenkomste.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DGAC 03056 01G 02G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 28 Oktober 1993.

NATAL**STOCK OWNERS CO-OPERATIVE LTD**

PUBLIC AUCTION OF HIGHLY PRODUCTIVE 566 HECTARE FARM, TRACTORS AND IMPLEMENTS

ON FRIDAY, 19 NOVEMBER 1993 AT 11:00 AT THE BLOOD RIVER/KINGSLEY FARMERS' ASSOCIATION SALE YARDS
(situated approximately 50 km from Dundee on the Dundee/Vryheid main road)

Duly instructed thereto by Robert Peter Pace of Maree & Pace, Ladysmith, as liquidator of the estate **Ulrich Gevers**, administered in terms of section 27 of the Agricultural Credit Act, 1966, **Master's Reference N523/93**, we will offer for sale by public auction:

Remainder of Subdivision 7 (of 1) of Roodekoppe 119, in extent 566,5951 hectares, held in terms of Title Deed T7546/1978, and two John Deere tractors, range of implements and equipment.

Conditions of sale: Fixed property — 10% (ten per cent) deposit with the fall of the hammer, balance by way of an acceptable guarantee within 30 days.

Movables: Strictly cash.

Further particulars: Stock Owners Co-operative Ltd, P.O. Box 199, Dundee, 3000. Tel: (0341) 2-1171/2/3; and Messrs Maree & Pace, P.O. Box 200, Ladysmith, 3370. Tel: (0361) 31-1131.

**ORANJE-VRYSTAAT
ORANGE FREE STATE****VERED AUCTIONEERS**

INTEGRATED VISUAL COMMUNICATIONS PROPERTIES (KIMBERLEY) CC, MASTER'S REFERENCE T2525/93

Instructed by the liquidator in the above matter, we will sell by public auction, Erf 76, Zastron Street, Bloemfontein:
A factory/warehouse.

Conditions: The property will be sold to the highest accepted bidder, subject to confirmation by the liquidator.

Terms: 15% (fifteen per cent) deposit immediately, the balance by approved guarantees within 30 days.

Date of sale: Tuesday, 23 November 1993 at 12:00, at the property, Zastron Street, Bloemfontein.

For further information and to view: Please phone the Auctioneers Vered (011) 646-5432. Fax (011) 486-1618.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

INHOUDSOPGAWE

WETLIKE KENNISGEWINGS

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