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***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

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INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS: Vorms J 28, J 29 en Vorms 1 tot 9.....	22,50
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LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS	40,30
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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
<i>(Closing date for acceptance is two weeks prior to date of publication.)</i>	
ORDERS OF THE COURT:	
Provisional and final liquidations or sequestrations	67,10
Reductions or changes in capital, mergers, offer of compromise	178,80
Judicial managements, <i>curator bonus</i> and similar and extensive rules <i>nisi</i>	178,80
Extension of return date	22,50
Supersessions and discharge of petitions (J 158)	22,50
SALES IN EXECUTIONS AND OTHER PUBLIC SALES:	
Sales in execution	102,80
Public auctions, sales and tenders:	
Up to 75 words	31,30
76 to 250 words	80,50
251 to 350 words (more than 350 words—calculate in accordance with word count table)	129,70

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 sluitingstye 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 kansellaties 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 ONGEKANSELLEERDE INKOMSTEESELS.

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

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
GOEWERMENSKENNISGEWINGS **1993**

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

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

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

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

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 OPENBARE VERKOPE SALES IN EXECUTION AND OTHER PUBLIC SALES

GEREGTELIKE VERKOPE • SALES IN EXECUTION

TRANSVAAL

Saak 4722/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **Incedon Lowveld (Pty) Ltd**, Eiser, en **C. H. B. Moller**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 22 Oktober 1992, sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieder op Woensdag, 12 Januarie 1994 om 09:00, te Landdroskantoor, Barberton, naamlik:

Erf 1680, Marloth Park, Vakansiedorp.

Verbeterings (nie gewaarborg nie): 'n Onverbeterde pypsteelerf met slegs 'n houtstruktuur op die erf en is geleë in Kingfisherstraat en is ongeveer 20 km vanaf Hectorspruit en 20 km vanaf Komatipoort.

Verkoopvoorwaardes:

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

2. Die verdere verkoopvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju, Barberton, van Posbus 1010, Barberton, 1300, met telefoonnommer (01314) 24747 asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 12de dag van November 1993.

M. G. Pienaar, vir Swanepoel & Vennote, Vyfde Verdieping, Prorombou, Brownstraat, Posbus 1300, Nelspruit. (Verw. mnr. Pienaar/EE/120/92.)

Saak 1499/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Eerste Nasionale Bank van SA Bpk.**, Eiser, en **Nambiti Onwikkeling BK**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 29 Oktober 1993 en daaropvolgende lasbrief vir eksekusie die hiernagelaste eiendom op 17 Desember 1993 om 09:00, te die Landdroskantore, Nigel, geregtelik verkoop sal word, naamlik:

Gedeelte 1 van Erf 134, Nigel-dorpsgebied, Registrasieafdeling IR, Transvaal, bekend as Laverstraat 75, Nigel.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Derdelaan 29, Nigel, ter insae sal lê en behels onder andere die volgende:

1. Tien persent (10%) van die 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.

Beskrywing van eiendom: Woonstelblok bestaande uit ses woonstelle met een slaapkamer, woonkamer, eetkamer, kombuis, badkamer met toilet en toegeboorde balkon. Een woonstel met bogenoemde, maar sonder eetkamer. Tweeverdieping steengebou.

Gedateer te Nigel op hede die 16de dag van November 1993.

J. W. M. Pretorius, vir Brits Pretorius Kruger & Coetzer Ing., Prokureurs vir Eiser, Tweedelaan 35, Nigel. (Verw. E573/P/JH.)

Saak 896/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRONKHORSTSPRUIT GHEOU TE BRONKHORSTSPRUIT

In die saak tussen **Eerste Nasionale Bank Bpk.**, Eiser, en **Visser H. J.**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 12 Augustus 1993 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom op 14 Januarie 1994 om 10:00, te Krugerstraat, Bronkhorstspuit, geregtelik verkoop sal word, naamlik:

Erf 954, Bronkhorstspuit-uitbreiding 1, Registrasieafdeling JR, Transvaal.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Bronkhorstspuit, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van die koopsom op datum van veiling in kontant betaalbaar plus afslaerskommissie.

2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling in kontant of gewaarborg deur 'n aanvaarbare bankwaarborg.

3. Besit onderhewig aan enige huurkontrak.

4. Reserweprys wat op veiling aangekondig sal word.

Gedateer te Bronkhorstspuit op hede die 9de November 1993.

Wessel Ebersohn, Ciliersgebou, Krugerstraat, Posbus 160, Bronkhorstspuit, 1020. [Tel. (01212) 20057/8/9.] (Verw. DV/E106.)

Saak 12240/92

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

In die saak tussen **Saambou Bank Beperk**, Vonnisskuldeiser, en **Silaule Daniel Ndlovu**, Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 22 Oktober 1992, sal die volgende eiendom verkoop word in eksekusie op 23 Desember 1993 om 10:00, by die Balju se Kantoor, Parkstraat 8, Kempton Park, naamlik:

Die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 781, Umfuyaneni-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te 781, Umfuyaneni, groot 364 vierkante meter.

Verkoopvoorwaardes:

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

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

3. Die 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: 15 November 1993.

Slabbert & Visser, Vierde Verdieping, Bybelhuis, Centraallaan 18, Posbus 47, Kempton Park, 1620. [Tel. (011) 975-4941.]

Saak 14998/92

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

In die saak tussen **Saambou Bank Beperk**, Vonnisskuldeiser, en **Mfana Ezekiel Dube**, Eerste Vonnisskuldenaar, getroud binne gemeenskap van goed met **Stefina Poppie Dube**, Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 15 Desember 1992, sal die volgende eiendom verkoop word in eksekusie op 23 Desember 1993 om 10:00, by die Balju se kantoor, Parkstraat 8, Kempton Park, naamlik:

Erf 776, Umfuyaneni-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te 776 Umfuyaneni, grootte 274 vierkante meter.

Verkoopvoorwaardes:

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

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

3. Die 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: 15 November 1993.

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

Saak 40690/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk**, Eiser, en **Francois le Roux Nolte**, Eerste Verweerder, en **Gertrude Madeleine Nolte**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 3 November 1993, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria Wonderboom, geleë te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste biebêr op 21 Januarie 1994 om 11:00:

Erf 43, geleë in die dorpsgebied Montana, Registrasieafdeling JR, Transvaal, groot 1 121 (eenduisend eenhonderd een-en-twintig) vierkante meter (beter bekend as Edithstraat 421, Montana).

Voorwaardes van verkoping:

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

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

'n Woonhuis bestaande uit 'n sitkamer, eetkamer, studeerkamer, kombuis, drie slaapkamers, twee badkamers, stort, twee toilette, motorafdak, bediendekamer en toilet, baksteenmure, boorgat, geplaveide rylaan en swembad.

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

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

Geteken te Pretoria.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlam-sentrum, Andriesstraat 252, Pretoria. (Verw. S. du Plessis/mev. Engels/JR28034.)

Case 42086/93

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 **Agnes Ritah Kheswa**, Defendant

Pursuant to a judgment of the above Honourable Court, dated 16 July 1993, and a warrant of execution dated 25 August 1993, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 14 January 1994 at 10:00, in front of the Court-house, Fox Street-entrance:

Certain Erf 209, Protea Glen Township, Registration Division IQ, Transvaal, situation 209 Protea Glen.

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

Improvements: A dwelling of brick and plaster under tiles, consisting of a lounge, dining-room, kitchen, three bedrooms, bathroom with shower and two toilets.

Area: 286 square metres.

Property's held: Under Deed of Transfer T24935/92.

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 an unconditional or approved bank or building society guarantee within 14 (fourteen) days of the date of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, at T.F.C. House, Second Floor, 32 Von Brandis Street, Johannesburg.

Dated at Johannesburg on this the 15th day of November 1993.

R. Reichman-Israelsohn, for Israelsohn Von Zwiklitz, Plaintiff's Attorneys, Hunts Corner, 20 New Street South, P.O. Box 6467, Johannesburg. (Tel. 833-5514) (Ref. BR3028/Coll/PM/VV.)

Saak 9775/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Beperk**, No. 86/04794/06 (Allied Bank Divisie), Eiser, en **M. J. Louw**, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantore van die Balju, Landdroshof, Lochstraat 51, Meyerton, op 23 Desember 1993 om 10:00:

Sekere Erf 549, geleë in die dorp Meyerton-uitbreiding 3, Registrasieafdeling IR, Transvaal (Generaal Prinsloostraat 1, Meyerton), groot 2 506 vierkante meter.

Verbeterings: Ingangsportaal, eetkamer, familiekamer, studeerkamer, kombuis, opwaskamer, spens, waskamer, sitkamer, drie slaapkamers, badkamer/toilet/stort, aparte toilet, bediendekamer, bediendetoilet, twee stoorkamers en drie motorafdakke.

Terme: Een tiende ($\frac{1}{10}$) van die koopprys sal betaalbaar wees op die dag van die verkoping en die balans tesame met rente daarop teen die koers van 16% (sesien persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank- of bouvereniging- of ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof te Meyerton, binne 14 (veertien) dae vanaf datum van verkoping.

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

Gedateer te Vereeniging hierdie 17de dag van November 1993.

D. C. J. Hoffman, vir D. J. Malan & Hoffman, Cicero-gebou, Lesliestraat 14, Posbus 415, Vereeniging.

Case C280/93

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Mphikwa Solomon Nyoni**, 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 14 January 1994 at 12:00, to the highest bidder at the office of the Magistrate, Kabokweni, to the highest bidder:

Erf 1802, Kabokweni, District of Nsikazi, measuring 300 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, White River, and at the offices of the undermentioned.

Dated at Nelspruit this 15th day of November 1993.

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

Case C307/93

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Piet Ngangani Nkosi**, 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 14 January 1994 at 12:00, to the highest bidder at the office of the Magistrate, Kabokweni, to the highest bidder:

Erf 531C, Matsulu C, District of Nsikazi, measuring 993 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, White River, and at the offices of the undermentioned.

Dated at Nelspruit this 15th day of November 1993.

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

Case 430/90

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **D. L. Benzie**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 13 February 1990 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 24 December 1993 at 09:00, at the premises of the Magistrate's Court, Church Street, Nigel, to the highest bidder:

Property (1): 1011 Dunnottar, Nigel, Registration Division IR, Transvaal, measuring 991 square metres.

Postal address: 110 Porter Road, Dunnottar, Nigel.

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

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

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

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

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

Dated at Springs on this the 15th day of November 1993.

J. H. van Heerden, for J. H. van Heerden & Cohen, Second Floor, Permanent Building, 74 Third Street, Springs. (Ref. Mr Van Heerden/N90007.)

Case 66848/92

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 **Graciano Alberto da Cunha Pereira**, Defendant

Pursuant to a judgment of the above Honourable Court, dated 12 August 1992, and a warrant of execution dated 9 September 1992, the undermentioned immovable property will be sold in execution by public auction to the highest bidder, on 21 January 1994 at 10:00, in front of the Court-house, Fox Street-entrance, Johannesburg:

Certain Erf 359, Mulbarton Township, Registration Division IR, Transvaal, situation 94 True North Road, Mulbarton, Johannesburg.

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

Improvements: A dwelling of brick and plaster consisting of lounge, kitchen, four bedrooms, dining-room, scullery and two bathrooms.

Outbuildings: A servant's room with a toilet and shower, double garage, yard is walled with precast walls and a facebrick wall in front.

Area: 988 square metres.

Property's held: Under Deed of Transfer T10648/79.

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

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

R. Reichman-Israelsohn, for Israelsohn Von Zwiklitz, Plaintiff's Attorney, Hunts Corner, 20 New Street South, P.O. Box 6467, Johannesburg. (Tel. 833-5514) (Ref. BR1327/Coll/PM/LR.)

Case 66849/92

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Graciano Alberto Da Cunha Pereira**, Defendant

Pursuant to a judgment of the above Honourable Court, dated 12 August 1992, and a warrant of execution dated 10 September 1992, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 21 January 1994 at 10:00, in front of the Court-house, Fox Street entrance, Johannesburg.

Certain Erf 180, Glenvista Township, Registration Division IR, Transvaal. *Situation:* 1 Danny Street, Glenvista, Johannesburg.

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

Improvements: A dwelling of a combination of facebrick and brick and plaster consisting of a entrance-hall, lounge, kitchen, TV-room, three bedrooms, dining-room, two bathrooms. *Outbuildings:* A servant's room with a toilet and shower, double garage, laundry, pool and brick paved drive-way. *Area:* 1 045 (one thousand and forty-five) square metres. *Property held:* Under Deed of Transfer T11887/81.

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

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

R. Reichman-Israelsohn, for Israelsohn Von Zwiklitz, Plaintiff's Attorneys, Hunts Corner, 20 New Street South; P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BR1326/COLL/PM/LR.)

Case 15803/92

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

In the matter between **Germiston City Council**, Plaintiff, and **W. B. Fisher**, First Defendant, and **S. M. Fisher**, Second Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston and writ of execution dated 2 August 1993, the property listed herein will be sold in execution on Monday, 20 December 1993 at 10:00, at the offices of the Sheriff, Magistrate's Court, Du Pisane Building, Joubert Street, Germiston, to the highest bidder:

Erf 279/7/132 KAL, Germiston Township, Registration Division IR, Transvaal, situated at 21 Engelwood Street, KAL, Germiston, measuring 1 000 (one thousand) square metres.

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

Improvements: Dining-room, lounge, three bedrooms, study-room, kitchen, bathroom, two toilets, double garage, carport and fence, tile roof.

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

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

Dated: 11 October 1993.

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

Case 12107/92

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

In the matter between **Germiston City Council**, Plaintiff, and **E. Fava**, Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston, and writ of execution dated 30 June 1993, the property listed herein will be sold in execution on Monday, 20 December 1993 at 10:00, at the offices of the Sheriff, Magistrate's Court, Du Pisanie Building, Joubert Street, Germiston, to the highest bidder:

Erf 815, South Germiston Township, Registration Division IR, Transvaal, situated at 21 Park Crescent Street, South Germiston, measuring 665 (six hundred and sixty-five) square metres.

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

Improvements: Lounge, two bedrooms, kitchen, bathroom, garage, fence, store-room, sink roof.

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

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

Dated: 11 October 1993.

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

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Balju, Beaconsfieldlaan, Vereeniging, 1939, op Vrydag, 14 Januarie 1994 om 10:00.

Eksekusiekrediteur: **Nedcor Bank Beperk**

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

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

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

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

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

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

(e) Die koopprys sal betaalbaar wees teen 10% (tien 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 bankgewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van 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.

Saaknommer: 7953/92

Vonnissskuldenaar: P. W. Coetzer en H. M. Coetzer

Eiendom: Erf 595, Duncanville-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Grootte van eiendom: 995 (negehonderd vyf-en-negentig) vierkante meter.

Beskrywing van eiendom: Twee slaapkamerwoning met geen motorhuis.

Straatadres van eiendom: Elwakstraat 11, Duncanville, Vereeniging.

Rente op vonnissskuldenaar: 21% (een-en-twintig per centum).

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclayssentrum, 29 Lesliestraat, Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/6/377.)

Case 2821/89

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

In the matter between **United Bank Limited** (formerly trading as United Building Society), Plaintiff, and **Magezi Betlat Maluleke**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Krugersdorp, and a warrant of execution dated 30 November 1992, the following property will be sold in execution on 15 December 1993 at 10:00, at the offices of the Sheriff, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder namely:

The Defendant's title and interest in and to the 99 year leasehold rights to certain Stand 3559, Kagiso Township, Registration Division IQ, Transvaal, measuring 260 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL26954/1988.

Improvements: Lounge, kitchen, two bedrooms and bathroom (nothing is guaranteed).

Conditions of sale:

1. The property will be sold to the highest bidder without reserve and the sale will be subject to the conditions and regulations of the Magistrates' Courts Act, and the title deeds as far as these are applicable.

2. The purchase price shall be paid as follows:

(a) Ten per cent (10%) thereof in cash on the day of the sale and payable to the Sheriff.

(b) The balance to be guaranteed against transfer by approved bank or building society guarantees in favour of Plaintiff and/or nominees, to be delivered to the Sheriff within fourteen (14) days from the date of the sale, which guarantees are to be made free of exchange at Krugersdorp, against registration of transfer of the property into the name of the purchaser.

3. The conditions of sale which will be read by the Sheriff immediately prior to the sale, are open for inspection at his offices at corner of Rissik and Ockerse Streets, Krugersdorp.

G. J. Smith & Van der Watt Inc., Plaintiff's Attorneys, Fourth Floor, United Building, 57 Ockerse Street, Krugersdorp.

NOTICE OF SALES IN EXECUTION

The sale in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 6 January 1994 at 10:00:

Mr S. M. Namane, 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 Magistrate's Court Act, 1944.

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

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

Case Number: 1858/90.

Judgment Debtor: **Mzwandile Lazarus Mtonti.**

Property: Right of leasehold in respect of Erf 330, Teanong, Registration Division IR, Transvaal, situated at 330 Teanong Section, Tembisa.

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

File Ref: W206/93.

D. H. Warmenhoven, for Schumann, Van der Heever & Slabbert, First Floor, Perm Plaza, Voortrekker Street, P.O. Box 67, Kempton Park.

Case 12869/92

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 **Edward George Fourie**, First Defendant, and **Catharina Drawing Drawing**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 5 October 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 7 January 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 244, Groeneweide Extension 1 Township, Registration Division IR, Transvaal, situated on 4 Whittle Road, Groeneweide Extension 1, in the Township of Groeneweide Extension 1, District of Boksburg, measuring 944 (nine hundred and forty-four) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick, plaster and paint, tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., brick drive, patio, screenwall and security gates.

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 15th day of November 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7490/Mrs Pierce.)

Case 45940/93

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 **Mothepe Abram Thokoa**, Defendant

Pursuant to a judgment of the above Honourable Court, dated 28 March 1993, and a warrant of execution dated 28 July 1993, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 28 January 1994 at 10:00, at the Magistrate's Office, Vanderbijlpark.

Certain Site 1405, Evaton North Township, Registration Division IQ, Transvaal, situation Site 1405, Evaton North, Vanderbijlpark.

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

Main building: Dwelling of brick and plaster under tile roof, consisting of lounge, two bedrooms, kitchen, bathroom and toilet.

Outbuildings: None.

Area: 469 square metres.

Property's held: Under Deed of Transfer No. Leasehold TL23958/92.

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 Room 102, Rietbok Building, General Hertzog Street, Vanderbijlpark.

Dated at Johannesburg on this the 16th day of November 1993.

Israelsohn von Zwiklitz, Hunts Corner, 20 New Street South, Johannesburg, 2001, P.O. Box 6467, Johannesburg, 2000. (Tel. 833-5514.) (Ref. BR3202/COLL/PM/JB.)

Saak 30927/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **S. Lisbon**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria en 'n lasbrief vir eksekusie gedateer 13 Julie 1993, sal die onderstaande eiendom op 14 Desember 1993 om 10:00, te die kantoor van die Balju Pretoria Noordoos, NG Sinodale-sentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 764, geleë in die dorpsgebied Eersterust-uitbreiding 2, Registrasieafdeling JR, Transvaal, bekend as Moseslaan 311, Eersterust-uitbreiding 2.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, badkamer en toilet, drie slaapkamers, twee afdakke, enkelwoonstel bestaande uit slaapkamer, kombuis, badkamer en toilet.

Verbandhouer(s): Barclays Bank, Kerkplein, Pretoria.

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

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 22ste dag van November 1993:

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

Saak 8758/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **Saambou Bank Beperk**, Eiser, en **D. James**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 18 Oktober 1993, en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 19 Januarie 1994 om 14:00, te die Landdroskantore, Faksiaan 1, Messina, geregtelik verkoop sal word, naamlik:

Erf 1414, in Messina-Nancefield-dorpsgebied-uitbreiding 1, Registrasieafdeling MT, Transvaal, groot 488 vierkante meter, ook bekend as Erf 1414, Nancefield, Messina.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Hans van der Merwestraat 6, Messina, 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 Pietersburg op hede die 19de dag van November 1993.

H. J. S. Grobler, vir Henstock, Green & Grobler, Tweede Verdieping, Pioniergebou, Landdros Marestraat 52, Posbus 65, Pietersburg, 0700. [Tel. (01521) 7-2248.] (Verw. AVDM/IS0035.)

Saak 11151/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Standard Bank van Suid-Afrika Beperk**, Eiser, en **M. Steyn**, Eerste Verweerder, en **Mev. S. Steyn**, Tweede Verweerder

Uit kragte van 'n vonnis van die Landdros van Klerksdorp, kragtens 'n lasbrief vir eksekusie gedateer 13 Oktober 1993, sal die volgende onroerende eiendom op 14 Januarie 1994 om 10:00, by die Baljukantore, Leaskstraat, Klerksdorp, verkoop word, naamlik:

Erf 621, Registrasieafdeling IP, Transvaal, bekend as Kowie Sadiestraat 4, Doringkruin, Klerksdorp.

Sonder enige waarborge, bestaan die eiendom uit drie slaapkamers, twee badkamers, kombuis, sitkamer, eetkamer TV-kamer, studeerkamer, dubbel motorafdek en swembad.

Onderhewig aan die voorwaardes soos in gemelde Transportakte vermeld is, of na verwys word, met reserwe van R61 054,90 plus rente bereken @ 16% vanaf 16 Oktober 1993 tot datum van kansellasië en onderworpe aan die terme van die voorwaardes van die Landdroshofwet en reëls daaronder aan die hoogste bieder verkoop word vir kontant of 'n deposito van 10% (tien persent) kontant en die balans van die koopsom versekureer te word deur 'n goedgekeurde bank- of bouvereniging waarborg binne 21 (een-en-twintig) dae na datum van koop.

Die volle voorwaardes van die verkoop kan by die Balju kantore, Leaskstraat, Klerksdorp geïnspekteer word by die kantore van die Eiser se prokureurs.

D. T. van Staden, vir Van Staden, Vorster & Nysschen, Juristagebou, Breedestraat, Posbus 282, Stilfontein.

Saak 3103/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **Aaron Jabulani Mahlangu**, 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 7 Januarie 1994 om 10:00, per publieke veiling deur die Balju te Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 3068, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van KwaGuqa, gehou kragtens Grondbrief TL66085/90, grootte 200 (twee nul nul) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by Balju ter insae.

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

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

Saak 6253/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Gert Christoffel van der Merwe**, Verweerder

Kragtens uitspraak van die Landdroshof, distrik Vereeniging, gedateer 24 Julie 1991, en die daaropvolgende lasbrief vir eksekusie, word die volgende eiendom op Donderdag, 6 Januarie 1994 om 10:00, in eksekusie deur die Balju, Landdroshof Meyerton te Lochstraat 51, Meyerton, aan die hoogste bieder verkoop:

Erf 102, geleë in die dorpsgebied Rothdene, Registrasieafdeling IQ, Transvaal, groot 1 115 vierkante meter.

Die eiendom word verkoop onderhewig aan die bepalings van die Wet op Groepsgebiede en Landdroshowe. Tien persent (10%) van die koopprys is kontant betaalbaar onmiddellik na die veiling en die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, Meyerton, binne veertien (14) dae, bereken vanaf datum van koop, welke waarborg betaalbaar is op datum van registrasie van transport.

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

Woonhuis met sinkdak bestaande uit: Drie slaapkamers, sitkamer, kombuis, badkamer, toilet, motorhuis en beton-omheining.

Geleë te Von Willighlaan 47, Rothdene, Meyerton.

Die volle verkoopvoorwaardes wat vir die koper bindend sal wees, lê gedurende kantoorure ten kantore van die Balju, Landdroshof, Lochstraat 51, Meyerton.

Geteken te Vereeniging hierdie 16de dag van November 1993.

G. P. Mills, vir Mills, Prokureur vir Eiser, M & A-gebou, Lesliestraat 17A, Vereeniging. (Verw. mev. Van Eeden/TM39.)

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Andre Heyneke**, First Execution Debtor, and **Maria Susanna Anna Heyneke**, Second Execution Debtor

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

Erf 2133, Township Ellisras Extension 16, Registration Division LQ, Transvaal, in extent 1 180 square metres, held by Deed of Transfer T3378/89, will be sold in front of the Court-house of the above Court, on 25 January 1994 at 10:00, without reserve and to the highest bidder:

Improvements (which are not warranted to be correct and not guaranteed): Three bedroomed brick dwelling under tiled roof with one and a half bathroom, kitchen, lounge, dining-room and family room. Outbuildings consist of double garage, storeroom, servant's room and toilet. Property fenced and swimming-pool.

The material conditions of the sale are:

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

2. The sale is voetstoots and subject to:

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

2.2 the conditions of the title deed, and

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

Signed at Pietersburg on the 19th day of November 1993.

L. F. de Lange, for Meyer, Pratt & Luyt, c/o Van der Merwe & Pretorius, Blok B, Onverwacht Business Centre, P.O. Box 5535, Ellisras, 0555.

Saak 811/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SESHEGO GEHOU TE SESHEGO

In die saak tussen **Natal Bouvereniging Beperk**, Eiser, en **Simon Rasodi**, Verweerder

In uitvoering van 'n vonnis in die Landdroshof van Pietersburg, toegestaan op 16 September 1993, en 'n lasbrief vir eksekusie uitgereik ter uitvoering daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Woensdag, 22 Desember 1993 om 14:00, te die Landdroskantoor, Seshego, naamlik:

D373 in die dorpsgebied van Seshego, distrik Seshego, groot 1 000 (eenduisend) vierkante meter, gehou kragtens Grondbrief 667/89.

Die volgende inligting word gelewer met betrekking tot verbeterings, alhoewel in hierdie respek niks gewaarborg word nie.

Die eiendom is 'n woonhuis bestaande uit drie slaapkamers, badkamer, toilet, kombuis, sitkamer, omheining en plaveisel.

Terme: Die koopprys sal betaal word by wyse van 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans tesame met rente daarop soos gestipuleer in die voorwaardes van verkoping, tot datum van registrasie van oordrag, sal betaal word of verseker word deur die lewering van 'n aanvaarbare bank- of bouverenigingwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Die volle en volledige voorwaardes van verkoping wat onmiddellik voor die verkoop uitgelees sal word mag geïnspekteer word by die kantoor van die Balju, Hans van Rensburgstraat 68, Pietersburg.

Geteken te Pietersburg op hierdie 17de dag van November 1993.

M. Botha, vir Botha Horak Ing., Prokureur vir Eiser, Joubertstraat 27, Pietersburg, 0699. (Tel. 91-2147/8.) (Verw. M. Botha/sm/4992.)

Case 67331/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Marius Jurgens de Beer**, First Defendant, and **Emily Ann de Beer**, 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 19 January 1994 at 10:00, to the highest bidder:

Certain: Erf 666 in the Township of Wierdapark, Verwoerdburg, Registration Division JR, Transvaal, measuring 1 487 square metres, situated at 306 Chris Hougardt Street, Wierdapark, Verwoerdburg.

Terms and conditions:

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

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

Description of property: House with lounge, dining-room, kitchen, scullery, three bedrooms, two bathrooms, two w.c.'s, study and TV-room.

Other improvements: Concrete and brick walls.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices, Messcor House, 30 Margaretha Street, Riverdale, Pretoria.

Signed at Pretoria on this 23rd day of November 1993.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Kartoudes/MB/N776.)

Saak 4827/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **G. D. Visagie**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 13 Januarie 1993, toegestaan is, op 7 Januarie 1994 om 12:00, te Erf 434, Del Judor, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere: Erf 434, geleë in die dorpsgebied van Del Judor, Witbank, Registrasieafdeling JS, Transvaal, groot 1 203 (een twee nul drie) vierkante meter, gehou kragtens Akte van Transport T86583/91, straatadres Dirksestraat 16, Del Judor, Witbank.

Die eiendom is as volg verbeter (nie gewaarborg): 'n Woonhuis met vier slaapkamers, kombuis, sitkamer, TV-kamer, twee motorhuise, swembad, twee badkamers, eetkamer en motorafdek.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 15de dag van November 1993.

J. van Rensburg, vir Harvey Nortje Ing., Prokureurs vir die Eiser, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Case 8911/93

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Karen Beverly Biassoni** (born Dance), Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 10 September 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 14 January 1994 at 11:00, at the Sheriff's Office, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain: Erf 899, Leachville Extension 1 Township, Registration Division IR, Transvaal, situated on 4 Hartsrivier Street, Leachville Extension 1, in the Township of Leachville Extension 1, District of Brakpan, measuring 724 (seven hundred and twenty-four) square metres.

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

Building built of brick and plaster, tiled roof, comprising of lounge, dining-room, kitchen, three bedrooms, bathroom, two w.c.s, garage, w.c., brick drive, paving and concrete walls.

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

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

Dated at Benoni on this the 23rd day of November 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NB7630/Mrs Pierce.)

C/o Hammond Pole & Dixon, 72 Elston Avenue, Benoni.

Case 4501/93

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 **David Mathys Christoffel Ellis**, First Defendant, and **Johanna Alexandra Ellis**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 27 July 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 14 January 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Portion 8 of Erf 94, Witfield Township, Registration Division IR, Transvaal, situated on 17 Harris Street, Witfield, in the Township of Witfield, District of Boksburg, measuring 991 (nine hundred and ninety-one) square metres.

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

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

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

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

Dated at Boksburg on this the 23rd day of November 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7597/Mrs Pierce.)

Case 6047/93

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Gerhardus Petrus Fourie**, First Defendant, and **Dalene Fourie**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 21 September 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 14 January 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 400, Bardene Extension 2 Township, Registration Division IR, Transvaal, situated on 12 Arnold Street, Bardene Extension, in the Township of Bardene Extension, District of Boksburg, measuring 900 (nine hundred) square metres.

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

Building built of brick and plaster, tiled roof, comprising of lounge, dining-room, kitchen, six bedrooms, three and a half bathrooms, shower, four w.c.s, entertainment room, garage, servant's quarters, w.c., shower, swimming-pool, carport, brick-paved yard, and brick drive.

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 Benoni on this the 18th day of November 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NB7645/Mrs Pierce.)

C/o Hammond Pole & Dixon, 72 Elston Avenue, Benoni.

Saak 12634/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOUD TE BENONI

In die saak tussen **Stadsraad van Benoni**, Eiser, en **A. M. E. Trust**, Verweerder

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 25 Februarie 1993, en 'n lasbrief vir eksekusie gedateer 17 Junie 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 19 Januarie 1994 om 11:00:

Hoewe 7, Benoni-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 2,0229 (twee komma nul twee twee nege) hektaar.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie: 'n Leë hoewe.

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 bepalinge van artikel 66 (2) van die Landdroshofwet, No. 32 van 1933, soos gewysig, aan die hoogste bieder verkoop.

3. Koopprys is soos volg betaalbaar:

3.1 Deposito van 10% (tien persent) van die koopprys is betaalbaar onmiddellik na die verkoping:

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

Gedateer te Benoni hierdie 19de dag van November 1993.

C. de Heus, vir Du Plessis, De Heus & Van Wyk, Eerste Verdieping, Marilestgebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. mnr. De Heus/mev. Maartens CC2066.)

Saak 10890/92

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

In die saak tussen **Stadsraad van Kempton Park**, Eiser, en **J. C. Geyer**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 17 Augustus 1993, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die Balju-kantoor, Parkstraat 8, Kempton Park, aan die hoogste bieder op 23 Desember 1993 om 10:00:

Erf 180, Kempton Park-Wes dorpsgebied, Registrasieafdeling IR, Transvaal, groot 612 (seshonderd en twaalf) vierkante meter, bekend as Johanna Catharina Geyer Identiteits No. 550915 0031 00 8.

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, insover dit van toepassing mag wees.

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

Woonhuis: Sitkamer, badkamer, eetkamer, toilet, drie slaapkamers, motorhuis, kombuis en familie/TV-kamer.

Buitegeboue: Afdak en oprit.

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

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

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

Case 40264/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Annamarie Leeftang**, First Defendant, and **Johannes Antonius Leeftang**, 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 19 January 1994 at 10:00, to the highest bidder:

Certain: Erf 1773, in the Township of Lyttelton Manor Extension 3, Registration Division JR, Transvaal, measuring 2 040 square metres, situated at 1005 Clifton Avenue, Lyttelton Manor Extension 3.

Terms and conditions:

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

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

Description of property: Dwelling: Lounge, dining-room, kitchen, four bedrooms, two bathrooms, two w.c.'s, entrance-hall, TV-room, bar, studio and laundry.

Outbuildings: Four garages, two storerooms and w.c.

Other improvements: Brick paving, swimming-pool.

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

4. **Conditions:** The full conditions of sale may be inspected at the Sheriff's offices at Messcor House, 30 Margaretha Street, Riverdale, Pretoria.

Signed at Pretoria on this 24th day of November 1993.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N989.)

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**, Eerste Vonnisskuldenaar, getroud binne gemeenskap van goed met **Christa Lewis**, Tweede 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 23 Desember 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 bepalings van die Landdroshof Wet en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

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

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

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

Slabbert & Visser, Vierde Verdieping, Bybelhuis, Centraallaan 18, Posbus 47, Kempton Park. [Tel. (011) 975-4941.]

Case 7929/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Trust Mortgage Nominees (Proprietary) Ltd**, Plaintiff, and **Steyn Koekemoer Beaven Property Developers CC**, First Defendant, and **Koekemoer Jacobus Johannes**, Second Defendant, and **Steyn Gideon Francois**, Third Defendant, and **Koekemoer Catherine Louise**, Fourth Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Kempton Park at 8 Park Street, Kempton Park, on Thursday, 23 December 1993 at 10:00, of the undermentioned immovable properties of the First Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park.

1. Erf 1901, Van Riebeeckpark, Extension 20, Registration Division IR, Transvaal, measuring 984 (nine hundred and eighty-four) square metres, held under Deed of Transfer T44405/1991, which bears the physical address of 65 Klapper Avenue, Van Riebeeckpark, Extension 20, Kempton Park.

2. Erf 1916, Van Riebeeckpark, Extension 20, Registration Division IR, Transvaal, measuring 932 (nine hundred and thirty-two) square metres, held under Deed of Transfer T44405/1991, which bears the physical address of 4 Bach Place, Van Riebeeckpark, Extension 20, Kempton Park.

3. Erf 1917, Van Riebeeckpark, Extension 20, Registration Division IR, Transvaal, measuring 1 069 (one thousand and sixty-nine) square metres, held under Deed of Transfer T44405/1991, which bears the physical address of 5 Bach Place, Van Riebeeckpark, Extension 20, Kempton Park.

4. Erf 1919, Van Riebeeckpark, Extension 20, Registration Division IR, Transvaal, measuring 1 013 (one thousand and thirteen) square metres, held under Deed of Transfer T44405/1991, which bears the physical address of 7 Bach Place, Van Riebeeckpark, Extension 20, Kempton Park.

5. Erf 1920, Van Riebeeckpark, Extension 20, Registration Division IR, Transvaal, measuring 1 075 (one thousand seventy-five) square metres, held under Deed of Transfer T44405/1991, which bears the physical address of 37 Klapper Avenue, Van Riebeeckpark, Extension 20, Kempton Park.

6. Erf 1922, Van Riebeeckpark, Extension 20, Registration Division IR, Transvaal, measuring 886 (eight hundred and eighty-six) square metres, held under Deed of Transfer T44405/1991, which bears the physical address of 33 Klapper Avenue, Van Riebeeckpark, Extension 20, Kempton Park.

7. Erf 1923, Van Riebeeckpark, Extension 20, Registration Division IR, Transvaal, measuring 1 075 (one thousand and seventy-five) square metres, held under Deed of Transfer T44405/1991, which bears the physical address of 31 Klapper Avenue, Van Riebeeckpark, Extension 20, Kempton Park.

8. Erf 1924, Van Riebeeckpark, Extension 20, Registration Division IR, Transvaal, measuring 1 075 (one thousand and seventy-five) square metres, held under Deed of Transfer T44405/1991, which bears the physical address of 29 Klapper Avenue, Van Riebeeckpark, Extension 20, Kempton Park.

9. Erf 1925, Van Riebeeckpark, Extension 20, Registration Division IR, Transvaal, measuring 887 (eight hundred and eighty-seven) square metres, held under Deed of Transfer T44405/1991, which bears the physical address of 27 Klapper Avenue, Van Riebeeckpark, Extension 20, Kempton Park.

10. Erf 1926, Van Riebeeckpark, Extension 20, Registration Division IR, Transvaal, measuring 887 (eight hundred and eighty-seven) square metres, held under Deed of Transfer T44405/1991, which bears the physical address of 25 Klapper Avenue, Van Riebeeckpark, Extension 20, Kempton Park.

11. Erf 1927, Van Riebeeckpark, Extension 20, Registration Division IR, Transvaal, measuring 1 074 (one thousand and seventy-four) square metres, held under Deed of Transfer T44405/1991, which bears the physical address of 23 Klapper Avenue, Van Riebeeckpark, Extension 20, Kempton Park.

12. Erf 1928, Van Riebeeckpark, Extension 20, Registration Division IR, Transvaal, measuring 1 074 (one thousand and seventy-four) square metres, held under Deed of Transfer T44405/1991, which bears the physical address of 21 Klapper Avenue, Van Riebeeckpark, Extension 20, Kempton Park.

13. Erf 1929, Van Riebeeckpark, Extension 20, Registration Division IR, Transvaal, measuring 887 (eight hundred and eighty-seven) square metres, held under Deed of Transfer T44405/1991, which bears the physical address of 19 Klapper Avenue, Van Riebeeckpark, Extension 20, Kempton Park.

14. Erf 1930, Van Riebeeckpark, Extension 20, Registration Division IR, Transvaal, measuring 887 (eight hundred and eighty-seven) square metres, held under Deed of Transfer T44405/1991, which bears the physical address of 17 Klapper Avenue, Van Riebeeckpark, Extension 20, Kempton Park.

15. Erf 1931, Van Riebeeckpark, Extension 20, Registration Division IR, Transvaal, measuring 1 074 (one thousand and seventy-four) square metres, held under Deed of Transfer T44405/1991, which bears the physical address of 15 Klapper Avenue, Van Riebeeckpark, Extension 20, Kempton Park.

16. Erf 1932, Van Riebeeckpark, Extension 20, Registration Division IR, Transvaal, measuring 1 074 (one thousand and seventy-four) square metres, held under Deed of Transfer T44405/1991, which bears the physical address of 13 Klapper Avenue, Van Riebeeckpark, Extension 20, Kempton Park.

17. Erf 1933, Van Riebeeckpark, Extension 20, Registration Division IR, Transvaal, measuring 887 (eight hundred and eighty-seven) square metres, held under Deed of Transfer T44405/1991, which bears the physical address of 11 Klapper Avenue, Van Riebeeckpark, Extension 20, Kempton Park.

18. Erf 1934, Van Riebeeckpark, Extension 20, Registration Division IR, Transvaal, measuring 887 (eight hundred and eighty-seven) square metres, held under Deed of Transfer T44405/1991, which bears the physical address of 9 Klapper Avenue, Van Riebeeckpark, Extension 20, Kempton Park.

19. Erf 1935, Van Riebeeckpark, Extension 20, Registration Division IR, Transvaal, measuring 1 074 (one thousand and seventy-four) square metres, held under Deed of Transfer T44405/1991, which bears the physical address of 7 Klapper Avenue, Van Riebeeckpark, Extension 20, Kempton Park.

20. Erf 1937, Van Riebeeckpark, Extension 20, Registration Division IR, Transvaal, measuring 887 (eight hundred and eighty-seven) square metres, held under Deed of Transfer T44405/1991, which bears the physical address of 3 Klapper Avenue, Van Riebeeckpark, Extension 20, Kempton Park.

21. Erf 1938, Van Riebeeckpark, Extension 20, Registration Division IR, Transvaal, measuring 1 108 (one thousand one hundred and eight) square metres, held under Deed of Transfer T44405/1991, which bears the physical address of 1 Klapper Avenue, Van Riebeeckpark, Extension 20, Kempton Park.

22. Erf 1939, Van Riebeeckpark, Extension 20, Registration Division IR, Transvaal, measuring 1 021 (one thousand and twenty-one) square metres, held under Deed of Transfer T44405/1991.

23. Erf 1940, Van Riebeeckpark, Extension 20, Registration Division IR, Transvaal, measuring 1 307 (one thousand three hundred and seven) square metres, held under Deed of Transfer T44405/1991.

24. Remaining extent of Portion 44 of the farm Zuurfontein 33, Registration Division IR, Transvaal, measuring 25,2510 (twenty-five comma two five one nought) hectares, held under Deed of Transfer T44405/1991.

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

The above-mentioned properties are all vacant stands.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 16th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No.: I66920) (Ref. Mr Georgiades/RdS.)

Saak 1014/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

In die saak tussen **Stadsraad van Bronkhorstspuit**, Eksekusieskuldeiser, en **C. H. Van Niekerk**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n vestekvonnis wat in bogemelde saak op 14 September 1993 toegestaan is, op 14 Januarie 1994 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 Baljukan-toor, Cornelisstraat 41, Bronkhorstspuit, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Sekere Erf 904, Bronkhorstspuituitbreiding 1, Registrasieafdeling JR, Transvaal, groot 1 000 (eenduisend) vierkante meter, gehou deur die verbandgewer kragtens Akte van Transport T73990/92.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet 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 bekend gemaak 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 November 1993.

Geo Kilian, Prokureur vir Eksekusieskuldeiser, Krugerstraat 55, Bronkhorstspuit. [Tel. (012) 22911/2.] [Verw. mev. Swart SB 475.]

Case 1273/93

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

In the matter between **Nedcor Bank Ltd**, formerly known as Nedperm Bank Ltd, Plaintiff, and **Themishi Rexson Monareng N.O.**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 4 June 1993, the following property will be sold in execution on 26 January 1994 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 right, title and interest of the late Jabu Marvel Monareng in and to his right of leasehold in respect of:

Erf 13569, Kagiso Extension 8 Township, Registration Division IQ, Transvaal, in extent 421 (four hundred and twenty-one) square metres, for Residential purposes, held by the late Jabu Marvel Monareng under certificate of registered grant of leasehold TL20042/91, known as Erf 13569, Kagiso Extension 8 Township, Krugersdorp, upon which is erected a single storied detached dwelling under tile roof consisting of three bedrooms, bathroom, kitchen and lounge. No guarantee is however given in respect of the foregoing description.

Terms: R7 900 or 10% (ten per centum) of the purchase price (whichever shall be the greater) in cash (or a bank guaranteed cheque for the said amount in favour of the Sheriff for Krugersdorp magisterial district) at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's building society's guarantee to be delivered within 21 (twenty-one) days, the purchaser to pay transfer cost, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp magisterial district, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp, and at the offices of the Plaintiff's Attorneys.

The plaintiff is prepared to consider granting a bond to an approved purchaser.

Phillips & Osmond-Louw & Heyl, Plaintiff's Attorneys, First Floor, Mutual & Federal Centre, 52 Von Brandis Street, Krugersdorp.

Case 1994/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Ltd**, Plaintiff, and **Rizzato, Charles Mark Anthony**, First Defendant, and **Rizzato, Leigh Tanya**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit and a writ of execution dated 11 October 1993, the property listed hereunder will be sold in execution on 21 December 1993 at 10:00, at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Blairgowrie, Randburg, to the highest bidder:

Certain Erf 3117, Randparkrif, Extension 41 Township, Registration Division IQ, Transvaal, measuring 942 (nine hundred and forty-two) square metres, held under Deed of Transfer T17075/92, situated at 7 Driedoring Street, Randparkrif, Extension 41.

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

A double storey, thatched and brick-plastered dwelling consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, two toilets, TV-room, servant's room and toilet, boundary walls, paved drive-ways, gates and carport.

Conditions of sale:

1. The sale will be without reserve.

2. 10% (ten per centum) of the purchase price to be paid on the date of sale and the balance together with interest thereupon at the rate of 18% (eighteen per centum) subject to variation in terms of the rates charges by the Plaintiff from time to time, to be paid or secured by a bank guarantee within 14 (fourteen) days after date of sale.

3. 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 Supreme Court, Randburg, at 9 Elna Randhof, corner of Selkirk and Blairgowrie Drive, Blairgowrie, Randburg.

4. A substantial building society loan can be raised for an approved purchaser, with prior approval.

5. Auctioneer's charges, payable on date of sale, to be calculated on the applicable rate.

Dated at Randburg on this the 17th day of November 1993.

Jacobs, Robbertse & Partners, Plaintiff's Attorneys, corner of Michael Garber, Star Court, 298 Jules Street, Jeppestown. (Tel. 476-1403.) (Ref. M. M. Garber/P. S. Robbertse.)

Case 1089/93

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

In the matter between **First National Bank of Southern Africa Ltd**, Judgment Creditor, and **Grundlingh, Leigh John**, Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 7 September 1993, issued by the Court at Nigel, the following property will be sold in execution by the Sheriff of the Court, in front of the Nigel Magistrate's Court House, Church Street, Nigel, to the highest bidder on 17 December 1993 at 09:00:

Certain Erf 595, Dunnottar Township and Erf 597, Dunnottar Township, Registration Division IR, Transvaal, measuring 476 (four hundred and seventy-six) square metres.

Conditions of sale:

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

2. The following improvements on the property is reported but nothing is guaranteed: A single-storey residence, consisting of brick under iron roof. Single garage.

3. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance thereof, together with interest thereon from date of sale to date of registration of transfer at the rate of 19% (nineteen per centum) per annum, shall within 30 (thirty) days be paid or secured by a bank or building society guarantee.

4. *Conditions:* The full conditions of sale may be inspected in the office of the Sheriff of the Court.

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

Krowitz Perlow & Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South, Johannesburg; P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) [Ref. Mr C. A. Perlow/TK/N074.]

Saak 12254/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **David Linale**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 10 Augustus 1993, en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju van die Hooggeregshof, Wonderboom/Soshanguve, op Vrydag, 10 Desember 1993 om 11:00, te die kantore van die Balju van die Hooggeregshof, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), Pretoria, verkoop:

Sekere: Erf 1838, Blok GG, Soshanguve, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Verband 426.91, soos getoon op Algemene Plan PB299/1987, Bladsy 10, gedateer 12 Februarie 1991, groot 741 vierkante meter.

Die eiendom bestaan uit twee slaapkamers, sitkamer en kombuis.

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

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

Geteken te Pretoria op hierdie 11de dag van November 1993.

J. H. Sloet, vir Bornman Sloet & Van Rensburg Ing., Prokureurs vir Eiser, Kerkplein 28, Grondvloer, Pretoria. (Verw. mnr. Sloet/FW/SS157.)

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 **G. 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 23 Desember 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, Birchleigh-Noord-uitbreiding 3-dorpsgebied, Transportakte gehou onder Titelakte T24268/92, grootte 1 000 (eenduisend) vierkante meter, ook bekend as Lydiastraat 49, Birchleigh-Noord-uitbreiding 3, Kempton Park.

Beskrywing: Sitkamer, twee badkamers, twee toilette, drie slaapkamers, kombuis en oprit. Alles onder 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 en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Kempton Park.

Geteken te Kempton Park op hierdie 25ste dag van November 1993.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. Button.)

Saak 16588/93

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 **D. Andrews**, Eerste Eksekusieskuldenaar, en **Janet Margaret Andrews**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 23 Desember 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 315, Rhodesfield-dorpsgebied, Transportakte gehou onder Titelakte T13201/93, grootte 1190 (eenduisend eenhonderd en negentig) vierkante meter, ook bekend as Fireflystraat 14, Rhodesfield, Kempton Park.

Beskrywing: Sitkamer, badkamer, eetkamer, toilet, drie slaapkamers, garage, kombuis en oprit. Alles onder 'n teëldak. Eiendom is omring deur vier betonmure.

Verbeterings is nie gewaargborg 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 hierdie 23ste dag van November 1993.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. Button.)

Saak 1263/93

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

Ter uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 23 Desember 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, twee toilette, kombuis, twee badkamers, drie slaapkamers, eetkamer, twee garages en oprit. Alles onder 'n teëldak. Omring deur baksteenmure.

Verbeterings is nie gewaargborg 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 hierdie 22ste dag van Oktober 1993.

C. P. Venter, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. Button.)

Saak 13314/91

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 **W. C. du Plessis**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 23 Desember 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 1267, Birch Acres-uitbreiding 3-dorpsgebied, Transportakte gehou onder Titelakte T58456/90, groot 1 765 (eenduisend sewehonderd vyf-en-sestig) vierkante meter, ook bekend as Geelvinkstraat 48, Birch Acres-uitbreiding 3, Kempton Park.

Beskrywing: Sitkamer, badkamer, eetkamer, toilet, drie slaapkamers, garage, 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 en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Kempton Park.

Geteken te Kempton Park op 25 November 1993.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van 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 23 Desember 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, Transport gehou onder Titelakte T3754/91, groot 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 karafdakke, bediende-kamer met toilet, swembad, geplaveide 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 20 September 1993.

C. P. Venter, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Saak 11151/93

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 23 Desember 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 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 een 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 September 1993.

C. P. Venter, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

KAAP • CAPE

Case 6920/93

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

In the matter between **Municipality of Cape Town**, Plaintiff, and **Mandla Gweje Mavuso**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Wynberg, dated 11 June 1993, the following will be sold in execution on 20 December 1993 at 10:00, in front of the Magistrate's Court, for the District of Wynberg, to the highest bidder:

Erf 352 (portion of Erf 156), Ottery, 481 (four hundred and eighty-one) square metres, held by Deed of Transfer T56058/90, situated at 8 Monowarr Road, Ottery.

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

2. The purchase price shall be paid as to 10% (ten per cent) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 872/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Municipality of Cape Town**, Plaintiff, and **L. A. Albertyn**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain dated 23 April 1993, the following will be sold in execution on 20 December 1993 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 13209 (portion of Erf 17116), Mitchells Plain, 492 (four hundred and ninety-two) square metres, held by Deed of Transfer T55538/87, situated at 52 Beaufighter Street, Rocklands, Mitchells Plain.

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

2. The purchase price shall be paid as to 10% (ten per cent) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Saak 1528/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Willem Hendrik Neethling**, Verweerder

Ter uitvoering van die vonnis van die Landdroshof, Mosselbaai, sal die volgende onroerende eiendom hieronder beskryf op Woensdag, 22 Desember 1993 om 10:00, by Nootgedachtlaan 20, Hartenbos, per publieke veiling in eksekusie verkoop word, naamlik:

Erf 2436, Hartenbos, in die munisipaliteit en afdeling van Mosselbaai, groot 792 (sewehonderd twee-en-negentig) vierkante meter, verbeter.

Verkoopvoorwaardes:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die bepalings van die Wet op Landdroshof, No. 32 van 1944 soos gewysig, en die voorwaardes van die titelakte waaronder dit gehou word.
2. Een-tiende ($\frac{1}{10}$) van die koopprys moet in kontant of deur middel van 'n bankgewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprys, tesame met rente daarop teen die heersende bankkoers vanaf datum van verkoping teen registrasie van oordrag en moet verseker word deur die lewering van 'n bank- of bouvereniging-waarborg binne 14 (veertien) dae na die veilingsdatum.
3. Die koper is aanspreeklik vir betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste.
4. Die verkoping geskied volgens die verdere voorwaardes wat ter insae lê by die kantoor van die Geregsbode, Mosselbaai.

Erasmus & Moolman, Prokureurs vir Vonnisskuldeiser, Posbus 1580, Hoogstraat 118, Mosselbaai, 6500.

Saak 2647/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen **Mossgas Housing Finance (Eiendoms) Beperk**, Eiser, en **Ignatius Michael van Zyl**, Eerste Verweerder, en **Yvonne van Zyl**, Tweede Verweerder

Ter uitvoering van die vonnis van die Landdroshof, Mosselbaai, sal die volgende onroerende eiendom hieronder beskryf op Vrydag, 17 Desember 1993 om 10:00, by Cecil Sheppardstraat 33, Mosselbaai, per publieke veiling in eksekusie verkoop word, naamlik:

Erf 10136, Mosselbaai, in die munisipaliteit en afdeling van Mosselbaai, groot 1 453 (eenduisend vierhonderd drie-en-veertig) vierkante meter.

Verbeter met woonhuis met buitegeboue.

Verkoopvoorwaardes:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die voorwaardes van die titelakte waaronder dit gehou word.
2. Een-tiende ($\frac{1}{10}$) van die koopprys moet in kontant of deur middel van 'n bankgewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprys, tesame met rente daarop teen die heersende bankkoers vanaf datum van verkoping teen registrasie van oordrag en moet verseker word deur die lewering van 'n bank- of bouvereniging-waarborg binne 14 (veertien) dae na die veilingsdatum.
3. Die koper is aanspreeklik vir betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste.
4. Die verkoping geskied volgens die verdere voorwaardes wat ter insae lê by die kantoor van die Geregsbode, Mosselbaai.

Erasmus & Moolman, Prokureurs vir Vonnisskuldeiser, Posbus 1580, Hoogstraat 118, Mosselbaai, 6500.

Case 20843/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedperm Bank Limited versus Lulamile Eric Batyi, and Nancy Nontembiso Batyi

In pursuance of a judgment dated 19 November 1991 and an attachment on 28 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, 17 December 1993 at 14:15:

Erf 1969, Motherwell N.U.7, in the Administrative District of Uitenhage, in extent 200 (two hundred) square metres, situated at 81 Ndakana Street, Motherwell N.U.7, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an iron 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 cent) on the date of sale, the balance including Value-Added Tax if applicable against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale.

Sheriff's charges, 4% (four per cent) are also payable on date of sale.

Dated the 16th day of November 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 20618/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited versus Jack Martin

In pursuance of a judgment dated 27 July 1993 and an attachment on 17 August 1993, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 17 December 1993 at 14:15:

Erf 4044, Bethelsdorp, situated in the Municipality of the City of Port Elizabeth, Division of Port Elizabeth, in extent 297 (two hundred and ninety-seven) square metres, situated at 58 De Vega Street, Bloemendal, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached, brick dwelling under asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court-West, 36 North Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including Value-Added Tax if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale.

Sheriff's charges, 4% (four per cent) are also payable on date of sale.

Dated the 17th day of November 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 29284/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited versus Mzibanzi Elijah Mancayi

In pursuance of a judgment dated 4 October 1993 and an attachment on 15 November 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, 17 December 1993 at 14:15:

Erf 1350, Motherwell N.U.5, Phase 1, Administrative District of Uitenhage, in extent 325 (three hundred and twenty-five) square metres, situated at 23 Mtoxa Street, Motherwell N.U.5, 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 Value-Added Tax, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale.

Sheriff's charges, 4% (four per cent) are also payable on date of sale.

Dated the 17th day of November 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 347/91

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedperm Bank Limited versus Zenzile Joseph Mqina, and Tili Alice Mqina

In pursuance of a judgment dated 6 March 1991, and an attachment, the right of leasehold to the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 17 December 1993 at 15:00:

Erf 20518, McNamee Village, Administrative District of Port Elizabeth, in extent 200 (two hundred) square metres, situated at 100 Aggrey Road, 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 three bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, 15 Rink Street, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum of R6 000 (six thousand rand) with a minimum of R100 (one hundred rand) plus VAT] are also payable on the date of sale.

Dated 17 November 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 47/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited versus Emmanuel Lungela Mdliva

In pursuance of a judgment dated 22 January 1993, and an attachment on 22 March 1993, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 17 December 1993 at 14:15:

Erf 17141, Ibhayi at McNamee Village, Administrative District of Port Elizabeth, in extent 195 (one hundred and ninety-five) square metres, situated at 610 Ferguson Road, 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 three bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Office of the Sheriff, Magistrate's Court, North, Danelllyn 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 four per cent (4%) are also payable on date of sale.

Dated 17 November 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 25979/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited versus Mlandeli Matthews Somandi

In pursuance of a judgment dated 23 September 1992, and an attachment on 5 November 1992, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 17 December 1993 at 14:15:

Erf 19743, McNamee Village, in the Administrative District of Port Elizabeth, in extent 199 (one hundred and ninety-nine) square metres, situated at 157 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 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, Danelllyn 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 four per cent (4%) are also payable on date of sale.

Dated 18 November 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 20408B/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, Plaintiff versus Klaas George, Defendant

In pursuance of a judgment dated 29 July 1992, and an attachment on 16 November 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, 17 December 1993 at 14:15:

Erf 7554, Bethelsdorp, in the Municipality and Administrative District of Port Elizabeth, in extent 437 (four hundred and thirty-seven) square metres, situated at 18 Nysschen Street, Fernwood Park, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an asbestos roof consisting of three 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, West, 36 North 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 four per cent (4%) are also payable on date of sale.

Dated 17 November 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Saak 5170/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **John Arthur Alexander Voss**, Eerste Eksekusieskuldenaar, en **Alana Virginia Voss**, Tweede Eksekusieskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros, Paarl, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Dinsdag, 21 Desember 1993 om 10:00, te Nichollstraat 17, Paarl, naamlik:

Erf 13375, Paarl, in the munisipaliteit en afdeling Paarl, groot 323 (driehonderd drie-en-twintig) vierkante meter, gehou deur die Eksekusieskuldenaars kragtens Transportakte T3598/88, onderhewig aan die veilingvoorwaardes hieronder uiteengesit.

Veilingvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die reëls daaronder uitgevaardig.

2. Een-tiende ($\frac{1}{10}$) van die koopprijs is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprijs tesame met rente daarop bereken teen die heersende prima bankkoers van 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 belastinge en diensgelde en enige bykomende onkoste, insluitende B.T.W.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Paarl.

Gedateer te Paarl hierdie 19de dag van November 1993.

Van Wyk Gaum Fouchee Ing., Eksekusieskuldeiser se Prokureurs, Hoofstraat 345, Paarl.

Saak 6676/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **Hendrik Jones van der Merwe**, Eerste Eksekusieskuldenaar, en **Magdaline Dinah Sophia van der Merwe**, Tweede Eksekusieskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros, Paarl, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Dinsdag, 21 Desember 1993 om 10:30, te Kearnsstraat 7, Paarl, naamlik:

Restant van Erf 5956, Paarl, in the munisipaliteit en afdeling Paarl, groot 575 (vyfhonderd vyf-en-sewentig) vierkante meter, gehou deur die Eksekusieskuldenaars kragtens Transportakte T8778/93, ten opsigte van een-halwe aandeel, en kragtens Transportakte T8779/93, ten opsigte van die ander een-halwe aandeel, onderhewig aan die veilingvoorwaardes hieronder uiteengesit.

Veilingvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die reëls daaronder uitgevaardig.

2. Een-tiende ($\frac{1}{10}$) van die koopprijs is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprijs tesame met rente daarop bereken teen die heersende prima bankkoers van 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 belastinge en diensgelde en enige bykomende onkoste, insluitende B.T.W.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Paarl.

Gedateer te Paarl hierdie 19de dag van November 1993.

Van Wyk Gaum Fouchee Ing., Eksekusieskuldeiser se Prokureurs, Hoofstraat 345, Paarl.

Case 30595/93

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 **Mzwandele Matthew Khetshengana**, Defendant

In pursuance of a judgment dated 6 October 1993 and an attachment on 15 November 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 17 December 1993 at 14:15:

Erf 338, Motherwell NU3, Administrative District of Uitenhage, in extent 200 (two hundred) square metres, situated at 171 Khwalimanzi 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 cent) on the date of sale, the balance, including Value-Added Tax if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale. Sheriff's charges, 4% (four per cent) are also payable on date of sale.

Dated at Port Elizabeth on this the 16th day of November 1993.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 458/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED

In the matter between **Municipality of Port Alfred**, Plaintiff, and **The Executor Mr C. A. M. Cabral N.O.** (Estate No. 10479/89), Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 28 October 1993 and subsequent warrant of execution, the following property will be sold in execution on 17 December 1993 at 10:30, at the offices of the Magistrate, Erf 2968, 3 Hastings Place, Forrest Downs, Port Alfred, namely:

Erf 2968, Port Alfred, in the Municipality of Port Alfred, Division Bathurst, in extent 855 (eight hundred and fifty-five) square metres, also known as (vacant land) 3 Hastings Place, Forrest Downs, Port Alfred.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, P.O. Box 236, Port Alfred, and contain *inter alia* the following provisions:

1. 10% (ten per cent) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed with 14 (fourteen) days of date of sale.
3. Possession subject to any Lease Agreement.
4. Reserve price to be read out at sale.

Dated at Port Elizabeth on the 12th day of November 1993.

Neave, Stotter & Associates, 15 Main Street, Port Alfred, 6170; P.O. Box 76, Port Alfred, 6170. [Tel. (0464) 4-1163.] (Ref. GCP/MF0068.)

Case 32908/93

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** (formerly Nedperm Bank Ltd) (formerly South African Permanent Building Society), Execution Creditor, and **Novotile Mhlontlo N.O.**, Execution Debtor, in his capacity as representative in the estate of the late Zisebenzele Dumasi

In execution of a judgment of the Magistrate's Court for the District of Port Elizabeth dated 12 October 1993 and in pursuance of an attachment in execution dated 4 November 1993, a sale by public auction will be held in front of the front entrance, New Law Courts, North End, Port Elizabeth, on Friday, 17 December 1993 at 14:15, of the following immovable property situated at 316 Ngwevana Street, Motherwell, Port Elizabeth:

Zoned: Residential.

Being: Erf 12992, Motherwell, in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 304 square metres, held by Zisebenzele Dumasi, under Certificate of Registered Grant of Leasehold TL3349/91, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached dwelling under asbestos with lounge, two bedrooms, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Port Elizabeth North.

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 21 (twenty-one) days from date of the sale.

Dated at Uitenhage this 15th day of November 1993.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Saak 12495/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Belinda Elizabeth Human**, Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 21 Desember 1993 om 12:45, op die perseel:

Erf 13553, Kraaifontein, in die munisipaliteit Kraaifontein, afdeling Kaap, groot 312 vierkante meter, gehou kragtens Transportakte T37439/93, ook bekend as Rietbokweg 21, Langeberg Ridge, Kraaifontein.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 16% (sestien persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

Hoofgebou: Bestaande uit twee slaapkamers, kombuis, sitkamer, eetkamer en badkamer.

Buitegebou: Geen.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 11de dag van November 1993.

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

Case 19335/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Juanita Visser**, Defendant

In the above matter a sale will be held on Thursday, 23 December 1993 at 11:15, at the site of 27 Jagger Street, Durbanville, being:

Erf 4873, Durbanville, in the Municipality of Durbanville, Cape Division, measuring 1 308 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 four bedrooms, two bathrooms, lounge, dining-room, kitchen, study room, laundry room, double garage and a braai area.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4751) (Ref. A. Pepler/as.)

Case 14752/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELL'S PLAIN HELD AT MITCHELL'S PLAIN

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Virgil Rory McGee**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Wynberg, on 12 January 1994 at 10:00:

Erf 39718, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 309 square metres, also known as 17 Common Road, Strandfontein, Cape.

Conditions:

1. The following information is furnished, but not guaranteed:

Brick dwelling under tiled roof with four bedrooms, lounge, kitchen, bathroom and toilet.

2. *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, 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 5th day of November 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 15974/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELL'S PLAIN HELD AT MITCHELL'S PLAIN

In the matter between **ABSA Bank Ltd**, trading as United Bank, Plaintiff, and **Dudley George Frank Van der Vent & Cheryl Ann Van der Vent**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Wynberg, on 12 January 1994 at 10:00:

Erf 44299, Mitchell's Plain, in the Municipality of Cape Town, Cape Division, in extent 280 (two hundred and eighty) square metres, also known as 5 St Blaize Street, Strandfontein, Mitchell's Plain.

Conditions:

1. The following information is furnished, but not guaranteed: Brick dwelling under tiled roof with three bedrooms, lounge, kitchen, bathroom, toilet.

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 form date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town on this the 9th day of November 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 6511/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Cheryl Laetitia Bester**, First Defendant, **Roy Rex Taylor**, Second Defendant, **Alida Johanna Taylor**, Third Defendant

In the above matter a sale will be held on Thursday, 23 December 1993 at 12:15, at the site of 11 Florence Street, Oakdale, being Erf 5260, Bellville, Cape Division, measuring 495 (four hundred and ninety-five) square metres.

The conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed.

2. One-tenth (1/10th) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of eighteen per centum (18%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A complete dwelling comprising three bedrooms, lounge, dining-room, two bathrooms, kitchen and a garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville (Tel. 948-4761) (Ref. A. Pepler/as.)

Case 14192/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Ltd, trading as United Bank *versus* **Steven Linz** the trustees of the time being in The Denny Trust

The following property will be sold in execution by public auction held at 136 Fairview Avenue, Penhill Estates, to the highest bidder on 20 December 1993 at 10:00:

Erf 136, Penhill, in the Local Area of Penhill, Stellenbosch Division, in extent 2 082 (two thousand and eighty-two) square metres, held by Deed of Transfer T13907/92, situated at 136 Fairview Avenue, Penhill Estates.

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: Main building consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms/toilet. Outbuilding consisting of kitchen, bedroom, bathroom/toilet, separate toilet, double garage and store-room.

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 15,25% (fifteen comma two 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 the 3rd day of November 1993.

Buchanan Boyes Thompsen Smithers Inc, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 619/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED

In the matter between **Municipality of Port Alfred**, Plaintiff, and **H. J. Groenewald**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 1 July 1993, and subsequent warrant of execution the following property will be sold in execution on 17 December 1993 at 10:00, at Erf 2759, 30 Seaford Street, Forrest Downs, Port Alfred, namely:

Erf 2759, in the Municipality of Port Alfred, Division of Bathurst, in extent 1 197 (one thousand one hundred and ninety-seven) square metres, held by Deed of Transfer T11337/1987, also known as 30 Seaford Street, Forest Downs, Port Alfred, and take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, P.O. Box 236, Port Alfred, and contain *inter alia* the following provisions:

1. Ten per centum (10%) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed with 14 (fourteen) days of date of sale.
3. Possession subject to any Lease Agreement.
4. Reserve price to be read out at sale.

Dated at Port Alfred on the 3rd day of November 1993.

Neave, Stotter & Associates, 15 Main Street, Port Alfred; P.O. Box 76, Port Alfred, 6170. (Tel. 0464-41163) (Ref. GCP/PF0053).

Case 341/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED

In the matter between **Municipality of Port Alfred**, Plaintiff, and **H. J. Groenewald**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 16 September 1993, and subsequent warrant of execution the following property will be sold in execution on 17 December 1993 at 10:00 at Erf 2759, 230 Seaford Street, Forrest Downs, Port Alfred, namely:

Erf 2759, 30 Seaford Street, in the Municipality of Port Alfred, Division of Bathurst, in extent 1 197 (one thousand one hundred and ninety-seven) square metres, held by Deed of Transfer T11337/1987, also known as 30 Seaford Street, Forrest Downs, Port Alfred, and take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, P.O. Box 236, Port Alfred, and contain *inter alia* the following provisions:

1. Ten per centum (10%) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed with 14 (fourteen) days of date of sale.
3. Possession subject to any Lease Agreement.
4. Reserve price to be read out at sale.

Dated at Port Alfred on the 3rd day of November 1993.

Neave, Stotter & Associates, 15 Main Street, Port Alfred; P.O. Box 76, Port Alfred, 6170. (Tel. 0464-41163) (Ref. GCP/MF0091.)

Case 10864/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as Allied Bank *versus* **John Percival James Brand**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 20 December 1993 at 09:00:

Erf 1539, Kleinvlei, in the local area of Blue Downs, Division of Stellenbosch, in extent 680 (six hundred and eighty) square metres, held by Deed of Transfer T79974/92, situated at 49 Mahonie Street, Kleinvlei.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed:

A dwelling consisting of lounge, kitchen, three bedrooms, bathroom/toilet and toilet/shower.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two 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 14 (fourteen) days of the date of sale.

Dated at Cape Town on this the 12th day of November 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 14637/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Natal Building Society**, Plaintiff, and **J. J. Moses**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuils River and writ of execution dated 30 November 1992, the property listed hereunder will be sold in execution on 9 December 1993 at 12:15, at Kriskalhof, Northpine, Brackenfell, to the highest bidder:

Certain Erf 6308, Brackenfell, in the Municipality of Brackenfell, Division of Cape, known as 12 Kriskalhof, Northpine, Brackenfell, in extent 374 (three hundred and seventy-four) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Four bedrooms, kitchen, lounge, bathroom, toilet and garage.

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

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

A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 11th day of November 1993.

Heyns & Partners, Vasco Boulevard 168, Goodwood, 7460. (Ref. INV/MB/NB83.)

Case 37880/92

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

In the matter between **The Body Corporate Marsubar**, Execution Creditor, and **G. P. Aylward**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Cape Town and writ of execution dated 26 August 1993, the following property will be sold in execution, at the site of the property at 313 Marsubar, 229 Voortrekker Road, Parow, on Friday, 17 December 1993 at 10:30, to the highest bidder:

Certain: (a) Section 38 as shown and more fully described on Sectional Plan SS73/84, in the scheme known as Marsubar, in respect of the land and building or buildings situated at Bellville, in the Municipality of Cape Town, Cape Division, of which section the floor area according to sectional plan is 33 (thirty-three) square metres.

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held by Certificate of Registered Sectional Title ST10737/1992 (38) (Unit).

Also known as 313 Marsubar, 229 Voortrekker Road, Parow.

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:

Sectional Title Unit, built of brick walls and tiled roof, consisting of room, kitchen and bathroom.

3. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 24% (twenty-four per centum) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 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.

Schneider Sharkey & Klitzner, Attorneys for Judgment Creditor, 173 Bree Street, Cape Town.

Case 14909/93

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

In the matter between **The Body Corporate of Solyet Court**, Execution Creditor, and **M. C. Schronen**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Cape Town and writ of execution dated 18 May 1993, the following property will be sold in execution, at the site of the property at 4 Solyet Court, Selous Road, Claremont, on Tuesday, 14 December 1993 at 12:00, to the highest bidder:

Certain: (a) Section 7 as shown and more fully described on Sectional Plan SS232/1988, in the scheme known as Solyet Court, in respect of the land and building or buildings situated at Claremont, in the Municipality of Cape Town, Cape Division, of which section the floor area according to sectional plan is 68 (sixty-eight) square metres.

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held by Deed of Transfer ST15411/1992 (7) (Unit).

Also known as 4 Solyet Court, Selous Road, Claremont.

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:

Sectional Title Unit, built of brick walls and tiled roof, consisting of two bedrooms, kitchen, lounge, toilet and bathroom.

3. **Payment:** 10% (ten per centum) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 24% (twenty-four per centum) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 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.

Schneider Shargay & Klitzner, Attorneys for Judgment Creditor, 173 Bree Street, Cape Town. (Ref. N. Shargay/tl.)

Case 2942/93**IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE**

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Nicolaas Joseph**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George, en 'n lasbrief vir eksekusie gedateer 29 Oktober 1993, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 17 Desember 1993 om 10:00, te die Landdroskantore, Yorkstraat, George, naamlik:

Erf 533, Pacaltsdorp, in die munisipaliteit Pacaltsdorp, afdeling George, groot 1 116 vierkante meter.

Verbeterings: Een enkelverdiepingwoonhuis bestaande uit drie slaapkamers, kombuis, sitkamer, eetkamer, studeerkamer, badkamer en motorhuis.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met rente daarop bereken teen die huidige rentekoers van 18% (agtien persent) per jaar vanaf datum van vonnis van 18% (agtien persent) per jaar vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastingen en heffings vir die huidige jaar en afslaskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprijs, tensy die Vonnisskuldenaar voor die veiling die Afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju, vir die Landdroshof, George, sowel as by die kantore van Raubenheimers Ing., Hiberniastraat 72, George.

Gedateer te George hierdie 17de dag van November 1993.

R. Engelbrecht, vir Raubenheimers Ing., Die Sentrum, Hiberniastraat 72, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

Saak 84/93**IN DIE LANDDROSHOF VIR DIE DISTRIK WELLINGTON GEHOU TE WELLINGTON**

In die saak tussen **Suiderland Boeredienste**, Eiser, en **H. Thierzen**, Verweerder.

Ter uitvoering van 'n uitspraak in die bogemelde Agbare Hof sal die volgende onroerende eiendom naamlik Erf 472, Wolseley, geleë in die munisipaliteit Wolseley, afdeling Tulbagh, geleë te Vredestraat 10, Wolseley.

In eksekusie verkoop word op 14 Januarie 1994 by die perseel geleë te Vredestraat 10, Wolseley.

Die volle voorwaardes van verkoop sal uitgelees word voor die geregtelike verkoping en kan te enige tyd geïnspekteer word by die kantore van die Balju.

Gedateer te Wellington op hierdie 12de dag van November 1993.

Ingwersen, Feenstra & Marais, Kerkstraat 54, Wellington.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, Plaintiff, and **L. W. Prince**, Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 22 December 1993 at 10:15:

Property: A unit consisting of section 16 as shown and more fully described on Sectional Plan No. SS.188/89, in the building or buildings known as Strawberry Place situate at Kuils River, in the Municipality of Kuils River, Division of Stellenbosch, of which the floor area, according to the said sectional plan, is 58 (fifty-eight) 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 No. ST.188/1989 (16)(Unit).

More specifically known as No. 16 Strawberry Place, Nooiensfontein Road, Kuils River.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.
2. The property will be sold voetstoots to the highest bidder.
3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Date: 15 November 1993.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. (Ref. H. P. M. Kruger/jdt.)

Auctioneer for Plaintiff, Sheriff, Magistrate's Court, 29 Northumberland Street, Bellville, 7530.

Case 45617/91

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

In the matter between **ABSA Bank Limited**, trading as Allied Bank, formerly Allied Building Society Limited, Plaintiff, and **Clarebridge Investments CC**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg, dated 1 October 1991, the following property will be sold in execution at 10:00, on Tuesday, 21 December 1993 on the steps of the Magistrate's Court, Wynberg, to the highest bidder:

Certain:

- (1) Remainder Erf 52240, Cape Town, at Claremont, in the City of Cape Town, Cape Division;
- (2) Remainder Erf 52239, Cape Town, at Claremont, in the City of Cape Town, Cape Division;

Measuring:

- (1) 459 (four hundred and fifty-nine) square metres.
- (2) 446 (four hundred and forty-six) square metres.

Held:

Both held by Deed of Transfer T12840/1973.

Property lawfully known as 172 and 174, Lansdowne Road, Claremont, Cape.

Description: Two semi-detached under corrugated iron roof and brickwalls, consisting of two kitchens, two lounges, four bedrooms, two bathrooms and two toilets.

Conditions of sale:

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

2. Terms:

The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amounts is to be secured by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. Conditions:

The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C. & A. Friedlander Inc., Fifth Floor, Sanclare, 21 Dreyer Street, Claremont, 7700. (Ref. C. D. Middlebrook.)

Saak 3832/92

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen **Eerste Nasionale Bank**, Eiser, en **Cedric Apollis**, Verweerder

Ingevolge 'n vonnis van die voormelde Hof gedateer 5 Februarie 1993, en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende onroerende eiendom op 21 Desember 1993 om 09:00, in eksekusie verkoop word aan die hoogste bieder op die perseel naamlik:

Gedeelte 120 ('n gedeelte van Gedeelte 50) van die gekonsolideerde plaas Blaauw Klip 510 in die plaaslike gebied Webersvallei, afdeling Stellenbosch, groot 381 (driehonderd een-en-tagtig) vierkante meter, gehou kragtens Transportakte T21440/1988.

Verbeteringe: Die volgende verbeteringe ten opsigte van die eiendom is aangemeld, maar niks word gewaarborg in die verband nie: Tweeslaapkamerwoning met sitkamer en kombuis. Buitegeboue bestaan uit 'n gebou bestaande uit twee kamers en 'n buite toilet. Geboue is houtkonstruksies met sink dakke.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied aan die hoogste bieder onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe, die reëls daaronder uitgevaardig, asook die voorwaardes van die bestaande titelakte van die eiendom.

2. **Betaling:** 10% (tien persent) van die koopprys is in kontant betaalbaar onmiddellik nadat die eiendom verkoop verklaar is en die balans tesame met rente teen die heersende verbandkoers van Eerste Nasionale Bank, bereken op die uitstaande balans, vanaf die verkoopdatum tot datum van registrasie, is betaalbaar teen registrasie van transport en moet verseker word deur 'n goedgekeurde bank of bouvereniging waarborg te lewer binne 14 (veertien) dae na die verkoopdatum.

3. **Volle verkoopvoorwaardes:** Die volle verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word deur die Balju of die afslaer en sal ter insae lê by die kantoor van die Balju van die Landdroshof Stellenbosch en by die kantoor van die ondergemelde prokureurs.

Van der Westhuizen & Vennote, Eiser se Prokureurs, Kamer 102, De Wetsentrum, Dorpsteeg, Stellenbosch. [Tel. (021) 883-8523.]

Case 16528/93

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 **Silumgelo Mbulale**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Wynberg, on 12 January 1994 at 10:00:

Erf 600, Mandalay, in the Local Area of Mandalay, Cape Division, in extent 731 square metres, also known as 23 Packer Street, Mandalay, Mitchells Plain.

Conditions:

1. The following information is furnished, but not guaranteed: Brick dwelling under tiled roof with three bedrooms, kitchen, lounge, toilet/bathroom and double garage.

2. **Payment:** Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. **Conditions:** The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 17th day of November 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 34787/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Bhavyata Naran Mitha**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Wynberg, on 12 January 1994 at 10:00:

A unit consisting of:

(a) Section 24, as shown and more fully described on sectional plan SS134/1991, in the building or buildings known as Rylands Heights, situated at Athlone, in the City of Cape Town, Cape Division, of which the floor area, according to the said sectional plan, is 50 (fifty) 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 ST134/1991 (24)(Unit) dated 3 July 1991; and

(b) Section 47, as shown and more fully described on sectional plan SS134/1991 in the building or buildings known as Rylands Heights, situated at Athlone, in the City of Cape Town, Cape Division, of which the floor area, according to the said sectional plan is 5 (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 Section Title ST134/1991 (47)(Unit) dated 3 July 1991, also known as 24 Rylands Heights, corner of Jane and Ramola Avenues, Rylands Estate, Athlone.

Conditions:

1. The following information is furnished, but not guaranteed: Sectional title flat with two 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 17th day of November 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Saak 1875/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen **Saambou Bank Beperk**, Eiser, en **David Peter William Opperman**, Eerste Verweerder, en **Ronél Opperman**, Tweede Verweerder

Ten uitvoering van 'n uitspraak in die landdroshof vir die distrik Humansdorp en lasbrief vir uitwinning gedateer 6 September 1993, sal die volgende eiendom in eksekusie verkoop word voor die kantoor van die Balju vir die Landdroshof, Hoofstraat 3, Humansdorp, op Woensdag, 22 Desember 1993 om 10:30, aan die hoogste bieder:

Erf 3552, Jeffreysbaai, geleë in die munisipaliteit van Jeffreysbaai, afdeling Humansdorp, groot 600 (seshonderd) vierkante meter, gehou kragtens Transportakte T40679/91, ook bekend as Boekenhoutsingel 42, Jeffreysbaai.

Onderworpe aan die verkoopvoorwaardes wat tydens die veiling voorgelêes sal word en wat ter insae lê by die kantoor van die Balju van die Landdroshof, Humansdorp.

Gedateer te Jeffreysbaai op hierdie 19de dag van November 1993.

J. C. Visser, vir J. C. Visser & Kie, p.a Hoofstraat 76, Humansdorp, 6300.

Saak 16514/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Kraaifontein Munisipaliteit**, Eiser, en **M. S. Ordman**, Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Dinsdag, 21 Desember 1993 om 10:00, op die perseel te Graymaurstraat 17A, Kraaifontein:

Die onroerende eiendom te koop, staan bekend as:

Erf 10998, Kraaifontein, in die munisipaliteit Kraaifontein, afdeling Paarl, groot 159 (een vyf nege) vierkante meter, gehou kragtens Transportakte T54025/91, synde 'n tweeslaapkamerwoning met sitkamer, badkamer en toilet.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprijs moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprijs tesame met rente daarop teen die koers bepaal deur Ordonnansie 20 van 1974 vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping, Vonnisskuldeiser voorsien van 'n bank- of bouverenigingwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die afslaer, I. J. Hugo, Northumberlandstraat 29, Bellville.

Geteken te Kraaifontein op hierdie 19de dag van November 1993.

J. T. Potgieter, vir Smit Kruger & Potgieter, Brightonweg 50, Kraaifontein.

Saak 1874/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Dirk Jacobus Gerhardus Coetzee**, Verweerder

Ten uitvoering van 'n uitspraak in die Landdroshof vir die distrik Humansdorp en lasbrief vir uitwinning gedateer 6 September 1993, sal die volgende eiendom in eksekusie verkoop word voor die kantoor van die Balju, vir die Landdroshof, Hoofstraat 3, Humansdorp, op Woensdag, 22 Desember 1993 om 10:30, aan die hoogste bieder:

Erf 4094, Jeffreysbaai, geleë in die munisipaliteit Jeffreysbaai, afdeling Humansdorp, groot 747 (sewe honderd sewe-en-veertig) vierkante meter, gehou kragtens Transportakte T27418/92, ook bekend as Fevertree-straat 2, Jeffreysbaai.

Onderworpe aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju van die Landdroshof, Humansdorp.

Gedateer te Jeffreysbaai op hierdie 19de dag van November 1993.

J. C. Visser, vir J. C. Visser & Kie, Hoofstraat 76, Humansdorp.

Case 487/93

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

In the matter between **Nedcor Bank Ltd**, Judgment Creditor, and **Mongezi Victor Skweyiya**, Judgment Debtor

In pursuance of a judgment granted on 22 March 1993, in the Queenstown Magistrate's Court and under a writ of execution thereafter the immovable property listed hereunder will be sold in execution on 22 December 1993 at 10:00, at the Magistrate's Office, Queenstown, to the highest bidder:

Description: Erf 996, Mlungisi Location, Queenstown. *Postal address:* 996 Mlungisi Location, Queenstown. *Improvements:* Comprising of a conventional type dwelling and normal outbuildings.

The property is registered in the name of the Defendant.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The property will be sold voetstoots and as it stands, subject to the conditions of the existing title deed. Neither the Plaintiff nor the Sheriff give any warranty as to the property to be sold.

3. One-tenth (1/10th) of the purchase price, shall be paid in cash or by means of a bank-guaranteed cheque immediately after the property is declared sold and the balance of the purchase price together with interest thereon at the rate of 18,75% (eighteen comma seven five per centum) per annum, or such interest rate as required by the Sheriff, is to be paid against registration of transfer, due payment of which must be guaranteed within fourteen (14) days after the date of sale by bank or building society guarantee.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The sale is 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 Magistrate's Court, Sheriff's Office at 12 Tylden Street, Queenstown.

Dated at Queenstown on this the 16th day of November 1993.

Bowes McDougall & Co., Plaintiff's Attorneys, 27A Prince Alfred Street, Queenstown; P.O. Box 639, Queenstown. [Tel. (0451) 8-2053.]

Case 144/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NAMAQUALAND HELD AT PORT NOLLOTH

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Lukas Petrus Johannes Otto**, Defendant

Pursuant to a judgment of the above-mentioned Honourable Court in the above matter dated 21 June 1993 the following property shall be sold in execution by public auction on 15 December 1993 on the site on 29 December 1993 at 10:00, at Port Nolloth:

Certain Erf 705, Port Nolloth, situated in the Municipality of Port Nolloth, Division of Namaqualand, in extent 672 (six hundred and seventy-two) square metres, held by Deed of Transfer T55247/91, comprising a vacant plot.

The conditions of sale will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Springbok.

Date: 10 November 1993.

Bisset Boehmke & McBlain, Attorneys for the Plaintiff, 13th Floor, Cartwrights's Corner House, 19 Adderley Street, Cape Town. (Ref. S. V. Shapiro/M59582/nc.)

Case 7347/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, Plaintiff, and **A. N. Moses (NB0077)**, First Defendant, and **Mrs S. Moses (NB0077)**, Second Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 22 December 1993 at 09:30:

Property: Erf 3766, Eerste River, in the Local Area, Blue Downs, Administrative District of Stellenbosch, measuring 386 (three hundred and eighty-six) square metres, held by Deed of Transfer T41182/89.

More specifically known as 22 Mahogany Road, Beverley Park, Eerste River.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.
2. The property will be sold voetstoots to the highest bidder.
3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Date: 15 November 1993.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. [Tel. (021) 92-3007.] (Ref. H. M. P. Kruger/jdt.)

NATAL

Saak 4251/91

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

In die saak tussen **Josef Erasmus de Beer**, Eiser, en **Marthinus Hendrik Kruger**, Verweerder

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 17 Desember 1993 om 10:00, voor die Landdroshof, Port Shepstone, te Archibaldstraat 6, Port Shepstone ter voldoening aan die vonnis wat die Eiser in bogemelde aangeleentheid verkry het teen die Verweerder op 28 Oktober 1992, welke verkoping in eksekusie onderhewig sal wees aan die verkoopvoorwaardes wat ter insae sal lê by die Balju, Port Shepstone by bogenoemde adres:

Erf 1739, Uvongo, geleë in die afdeling Uvongo in die Laer Suidkus Streek Waterdienste Area, Administratiewe distrik Natal.

'n Kaal erf geleë te Stottstraat, Uvongo.

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

Die verkoopprijs sal soos volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprijs in kontant op die datum van die verkoping betaalbaar aan die Balju en die balans op datum van registrasie van die transport verseker te word deur 'n waarborg van die bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 30 (dertig) dae na die datum van die verkoping verstrek te word. Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir die betaling van rente aan die Eiser teen 26% (ses-en-twintig persent) per jaar en aan die verbandhouer teen 26% (ses-en-twintig persent) per jaar op die onderskeie bedrae van die toekenning aan die Eiser en die verbandhouer in die distribusieplan, vanaf die verloop van een maand na die verkoping tot datum van transport.

Die verkoopvoorwaardes sal beskikbaar wees vir insae te die Balju van die Hooggeregshof, Port Shepstone.

Geteken te Pretoria op hierdie 15de dag van November 1993.

P. D. S. Goosen, vir Wilsenach Van Wyk Goosen & Bekker Ingelyf, Prokureur vir Eiser, Sanlamsentrum 1115, Andriesstraat, Pretoria. (Tel. 322-6951) (Verw. mnr. Goosen/CVN/L492.)

Case 15488/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Buhlebamuzi Hector Shelembe**, 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, 7 January 1994 at 11:00, at the Sheriff's sale room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 36 of Lot 1486, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 808 (eight hundred and eight) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 41 Charles Barter Road, Fairmead, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under brick and tile comprising three bedrooms, bathroom, w.c., lounge, dining-room, kitchen and verandah. Outbuildings comprise carport, stores and w.c.

Material conditions of sale:

The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg within 14 (fourteen) 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 9th day of November 1993.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 27315/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Solomon Madoda Ngubane**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 8 December 1992, the following immovable property will be sold in execution on Friday, 7 January 1994 at 11:00, at the Sheriff's sale room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Site 1013, Unit BB, situated in the Township of Edendale East, City of Pietermaritzburg, Administrative District of Natal, in extent 480 (four hundred and eighty) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at Lot 1013, Unit (BB) of Edendale unnamed road, Imbali, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under concrete block and tile comprising bedroom, bathroom, w.c., lounge and kitchen. No outbuildings.

Material conditions of sale:

The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg within 14 (fourteen) 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 12th day of November 1993.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 4163/90

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **John Gunnell**, Plaintiff, and **Oslay Mansions (Pty) Limited**, First Defendant,
Edgard Siphiwe Dhlomo, Second Defendant, and **Joyce Nomusa Patience Dhlomo**, Third 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 Sheriff, Pinetown, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 10 December 1993 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as Erf 3285, Clermont, situated in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 1 139 (one thousand one hundred and thirty-nine) square metres.

Street address: 3285 37th Avenue, Clermont Township.

Improvements: A mud and corrugated dwelling consisting of four rooms, wood and iron toilet.

Zoning: General Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 15th day of November 1993.

K. L. Naidoo, for Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. KN/MP/11 G089 002.)

Case 10405/93

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 **Riccardo Arthur Giovanni Romeo Davanzo**, First Execution Debtor, and **Jeanette Davanzo**, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown, and writ of execution dated 24 September 1993, the property listed hereunder will be sold in execution on 14 January 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Subdivision 2 of Lot 24, Berkshire Downs, situated in the Borough of New Germany and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 957 (nine hundred and fifty-seven) square metres.

Postal address: 2 Maidenhead Gardens, New Germany, 3610.

Town-planning zoning: Residential.

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

Single storey brick dwelling with bagged and painted roof, consisting of two lounges, dining-room, kitchen, three bedrooms, two bathrooms, shower, two w.c.'s, fitted carpets, novilon, double garage, plastic lined swimming-pool and 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 cent) and the balance against transfer.

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

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 9th day of November 1993.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/02/N012/186.)

Case 35515/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Y. Sheik**, First Defendant, and **H. S. Sheik**, Second Defendant

In pursuance of a judgment granted on 15 August 1991 in the Magistrate's Court and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 21 December 1993 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban:

Description: Subdivision 35 of 9 of Lot 4078, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, in extent 1 194 (one thousand one hundred and ninety-four) square metres, held by Deed of Transfer T18259/79.

Physical address: 624 Clare Road, Clare Estate, Durban.

Improvements: Brick under tile and asbestos dwelling, comprising two units:

Unit A: Four bedrooms, two bathrooms, two kitchens, two lounges, balcony and porch.

Unit B: Three bedrooms, bathroom, kitchen and lounge.

Outbuilding: Five rooms and two kitchens.

1. The sale shall be subject to the terms and conditions of the Magistrate's Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Durban, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 15th day of November 1993.

V. H. Cliff, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Cliff/sp.)

Case 2314/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Panjivan Brothers (Proprietary) Limited**, Plaintiff, and **S. C. Shezi**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), dated 17 June 1992 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 10 December 1993 at 10:00, at the front entrance to the Pinetown Magistrate's Court, 22 Chancery Lane, Pinetown:

Property description: Lot 34, Queensburgh, situated in the Borough of Queensburgh, Administrative District of Natal, in extent 2 071 (two thousand and seventy-one) square metres.

Postal address: 837 Main Road, Queensburgh.

Improvements (but nothing is guaranteed in respect thereof):

Brick under tile dwelling consisting of three bedrooms, lounge, dining-room, kitchen, two bathrooms, servant's quarters and garage.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser (other than the Execution Creditor), shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. 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 other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the office of the Sheriff, Pinetown, at 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 9th day of November 1993.

Ditz Inc., Execution Creditor's Attorneys, 50 Masonic Grove, Durban. (Ref. J. A. Kunst 09/P4807/92.)

Case 46148/93

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Praline Rosalind Meth**, Execution Debtor

In pursuance of a judgment granted on 8 September 1993 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 11 January 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A certain unit being:

(a) Section 47 as shown and more fully described on Sectional Plan SS371/85 in the scheme known as Rond Vista, in respect of the land and building or buildings situated at Durban, of which section the floor area according to the said sectional plan is 42 (forty-two) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: 1302 Rond Vista, 507 Shamrock Lane, Durban.

Improvements: Flat consisting of lounge, kitchen, bedroom, bathroom and toilet.

Town-planning:

Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrates' Courts Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban, or at our offices.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/U016/019233/Mrs Chelin.)

Case 2335/93

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

In the matter between **Kwazulu Finance & Investment Corporation Ltd**, Plaintiff, and **Jabulile Faith Mbutho**, 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 15 December 1993 at 10:00 at the main south entrance to the Magistrate's Court, Umlazi, near the National and KwaZulu flagpost to the highest bidder for cash, without reserve.

Ownership Unit 264 Unit AA, in the Township of Umlazi, District of Umlazi, Natal, in extent of 573 (five hundred and seventy-three) square metres, represented and described on Deed of Grant 004285/88.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 264 Unit AA, in the Township of Umlazi, District of Umlazi, 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 Pietermaritzburg Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 18th day of November 1993.

Austen Smith, Plaintiff's Attorneys, Warmsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. PRJD/jh/K163).

Saak 3783/93

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

In die saak tussen **Die Standard Bank van Suid-Afrika Bpk.**, Eiser, en **Robert James Wilke N.O.**, Eerste Verweerder, en **Sylvia Magdalena Wilke N.O.**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 17 Desember 1993 om 11:00, deur die Balju vir die Hooggereghof, Port Shepstone, gehou voor die Landdroskantoor, Port Shepstone, aan die hoogste bieder:

Restant van Erf 356, Port Edward, geleë in die dorpsraadarea van Port Edward groot 1 065 (eendhuisend vyf-en-sestig) vierkante meter, gehou kragtens Akte van Transport T30918/90, onderhewig aan die voorwaardes daarin genoem of na verwys in gemelde akte en meer spesifiek tot die voorbehoud van minerale regte ten gunste van die Staat.

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

Straatadres: hoek van Owen Ellisrylaan en Doberweg.

Verbeteringe: Dubbelverdiepingwoonhuis bestaande uit motorafdak, stoep, eetkamer, sitkamer, kombuis, stoorkamer, toilet, drie slaapkamers, badkamer, toilet met wasbak, TV-kamer en balkon.

Reserweprys: Die eiendom word verkoop sonder reserwe.

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

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Port Shepstone onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Port Shepstone, Riverviewweg 20, Sunwich Port, Port Shepstone.

Geteken te Pretoria op die 28ste dag van Oktober 1993.

F. N. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/SD115/RO).

Case 12/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAMPERDOWN HELD AT MPUMALANGA

In the matter between **Norma Zungu**, also known as Norma Mlotshwa, Plaintiff, and **Welcome M. Mlotshwa**, Defendant

In pursuance of a judgment granted on 14 December 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 17 December 1993 at 10:00, at the office of the Sheriff of the Magistrate's Court, 5 Bishop Street, Camperdown.

1 (a) *Deeds office description:* Ownership Unit B542, situated in the Township of Mpumalanga, District of Camperdown.

(b) *Street address:* B542 Mpumalanga Township.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of: Bedroom, kitchen, lounge and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/Special privileges or exceptions:* No special privileges or exemptions. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mpumalanga, and at the office of the Sheriff of the Magistrate's Court, 5 Bishop Street, Camperdown.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Pinetown this 22nd day of October 1993.

M. E. Mbhele & Co., Plaintiff's Attorneys, 105 Lancet Building, 44 Hill Street, Pinetown.

Case 45009/91

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

In the matter between **Allied Building Society Limited** (No. 87/02375/06), Plaintiff, and **Hendrik Johannes Visagie**, First Defendant, and **David Lumsdon Robertson**, Second Defendant, and **Anthony John Ridley**, Third Defendant

In pursuance of a judgment granted on 11 October 1991, 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 21 December 1993 at 14:00, in front of the Magistrate's Court Building, Somtseu Road, Durban:

Description: Subdivision 8 (of 2), of Lot 803, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, in extent six hundred and sixty-eight (668) square metres.

Street address: 10 Deglon Avenue, Durban North.

Improvements: Double storey brick under tile roof dwelling consisting of upstairs comprising of lounge and dining-room, kitchen, two bedrooms, dressing-room, main en suite, bath/washroom, basin/toilet. Downstairs comprising of double lock up garage, lounge, kitchen, room, toilet/wash, basin/shower, two bedrooms, bathroom toilet/shower/wash-basin, entrance-hall. Servants' quarters comprising of room, shower and toilet and carport (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special residential (650 square metres min plot size).

Maximum permitted height: Double storey.

Number of units: One dwelling unit only (the accuracy hereof is not guaranteed).

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2.1 The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Magistrate's Court 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 as set from time to time by the Allied Building Society Limited and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholder/s at the rate prescribed in the mortgage bond/s on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban North, at 15 Milne Street, Durban.

Dated at Durban this 19th day of November 1993.

Romer Robinson & Catterall, Plaintiff's Attorneys, Seventh Floor, Allied Building, Gardiner Street, Durban.

Case 10069/93

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

In the matter between **Downes Clulow & Van Heerden**, Execution Creditor, and **J. J. Denyssen**, Execution Debtor

In pursuance of a judgment of the Magistrate for the District of Durban, and writ of execution, dated 9 June 1993 the following immovable property will be sold in execution by the Sheriff of the Pinetown Magistrate's Court, at the front entrance of the Pinetown Magistrate's Court, 22 Chancery Lane, Pinetown, on 14 January 1994 at 10:00:

Description of property:

(a) Section 5 as shown and more fully described on Sectional Plan 93/1980, in the building known as Kloof Park South of which section the floor area according to the sectional plan is 253 square metres.

(b) An undivided share in the common property as shown and more fully described on the said plan, apportioned to the said section in accordance with the participation quota of the said section.

Physical address: 5 Kloof Park South, Longwood Road, Kloof.

Improvements: Triplex unit consisting of:

(a) *Ground floor:* Garage, carport and entrance-hall.

(b) *First floor:* Kitchen, lounge/dining-room, family room, toilet and balcony.

(c) *Second floor:* Main bedroom with en suite bathroom/toilet, two other bedrooms, second bathroom and third toilet.

Town-planning zoning: General Residential.

Nothing is guaranteed in the above respects.

Material conditions of the sale:

1. The sale shall be subject to the provisions of the Magistrates' Courts Act, Act No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the Sheriff of Court's commission (plus VAT at 14%) in cash immediately after the sale.

3. The balance of the purchase price is payable against transfer and is to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for payment of interest at the rate of 17,5% (seventeen comma five per cent) per annum to the bondholder from the date of sale to the date of registration of transfer and shall pay interest at 18,5% (eighteen comma five per cent) on any award to the Execution Creditor from the date of sale to the date of registration.

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current and any arrear levies due to the body corporate and any other charges necessary to effect transfer on request by the said attorneys.

6. This sale is subject to a reserve price set by the bondholder in terms of section 66 (2) of R187 500.

7. The property is sold voetstoots and as it stands and subject to any servitudes and conditions of title, and the rules of the body corporate.

8. The full conditions of sale may be inspected at the offices of the Execution Creditor's attorneys hereunder or at the offices of the Sheriff of Court, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 24th day of November 1993.

A. G. Clulow, for Downes Clulow & Van Heerden, Execution Creditor's Attorneys, 16th Floor, General Building, 47 Field Street, Durban. (Ref. A. G. Clulow/ECF.)

ORANJE-VRYSTAAT ORANGE FREE STATE

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

Ter 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 die Landdroskantore, Bloemfontein, Peetlaaningang, op Vrydag, 14 Januarie 1994 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 soos vollediger daarin uiteengesit.

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 bouvereniging waarborg 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, Cooperhuis, St Andrewstraat 157, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein op hierdie 15de dag van November 1993.

E. G. Cooper & Seuns, Posbus 27, Bloemfontein, 9300. [Tel. (051) 47-3374.]

Saak 12049/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **E. P. Bouvereniging**, Eiser, en **Pieter Jacobus C. S. Potgieter**, Eerste Verweerder, en **Francina Jacoba M. Potgieter**, Tweede Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Welkom, gehou te Welkom, en kragtens 'n lasbrief vir eksekusie gedateer 9 Februarie 1993, sal die volgende eiendom per publieke veiling vir kontant, op 17 Desember 1993 om 11:00, te die Tulbaghingang tot die Landdroshof, Welkom, Oranje-Vrystaat, aan die hoogste bieder verkoop word, naamlik:

Erf 340, geleë in dorpsgebied Rheederpark, distrik Welkom, groot 833 (agthonderd drie-en-dertig) vierkante meter, gehou kragtens Transportakte T2604/1986, ook bekend as Cloetestraat 12, Rheederpark, Welkom.

Die eiendom bestaan uit onder andere die volgende: Woonhuis en buitegeboue.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 'n reserweprys verkoop word, maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser, en wel binne 7 (sewe) dae na datum van die veiling.

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

(c) Die koper sal verder verantwoordelik wees vir die betaling van rente aan die Eiser teen 18,2% (agtien komma twee persent) per jaar op die koopsom, bereken vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde betaal op die dag van die verkoping, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonniskskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju van die Landdroshof waarborg geensins enige van die inligting hierin vermeld nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, Welkom, Oranje-Vrystaat en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Sonleyri Kamers, Heerenstraat 24, Welkom, Oranje-Vrystaat, gedurende kantoorure.

Geteken te Welkom op hede die 15de dag van November 1993.

H. H. Carshagen, for Symington & De Kok, Prokureur vir Eiser, Sonleyri Kamers, Heerenstraat 24, Posbus 2175, Welkom, 9460. (Tel. 353-3051.)

Case 488/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Pieter Steven Petersen**, First Defendant, and **Brenda Monica Petersen**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 23 July 1993 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 14 January 1994 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 5784, situated in the City of Welkom, District of Welkom, measuring 1 011 square metres, held by the Defendants by virtue of Deed of Transfer T1884/1992, known as 22 Malan Street, Seemeeupark, Welkom.

Improvements: Residential property with lounge, dining-room, kitchen, three bedrooms, bathroom, bathroom with shower and toilet, toilet, servants' quarters, three garages, outside toilet and shower (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the plaintiff's conveyancer's on request, the fees of the Messengers of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 18th day of November 1993.

M. C. Louw, for Daly & Neuman Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/UN31.)

OPENBARE VEILINGS, VERKOPE EN TENDERS PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

AUCOR (PTY) LTD

SEBERINI PRODUCTS (PTY) LTD, IN PROVISIONAL LIQUIDATION, MASTER'S REFERENCE No. T3655/93

SEWING MACHINERY AND EQUIPMENT, LEATHER CANVAS, MATERIALS, FINISHED STOCKS INCLUDING LARGE QUANTITY OF LEATHER GOODS, OFFICE FURNITURE AND EQUIPMENT, ETC.

Duly instructed by the provisional liquidator we will sell the above.

On the spot: Second Floor, Torch Tie House, 201 Commissioner Street, Johannesburg.

On: Wednesday, 8 December 1993.

At: 10:30.

For further details please contact the auctioneers.

View: Day prior to the sale from 09:30 to 16:00.

Terms: R1 000 deposit (bank or bank-guaranteed cheque) on registration. The balance to be paid (bank or bank-guaranteed cheque) on the day of the sale. **Note:** No cash will be accepted at the auction site but can be deposited at the nearest First National Bank. Bidders being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive of VAT. All cheques must be cleared before goods will be released.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood, Sandton. Tel: (011) 444-5550. Fax: (011) 444-5551. (S.A.I.A.)

PWV AFSLAERS BK

(Reg. No. CK88/07967/23)

ONGERESERVEERDE VEILING VAN VEEN & LANDBOU PLASE TE VENTERSDORP

In opdrag van die Kurator in die insolvente boedel van John Phillip Hartman Visser, **Meestersverwysing T2812/93**, verkoop ons die volgende gesamentlik en afsonderlik:

Akte Nos. T23268/89: *Groot:* 169,0399 hektaar; en T24107/62: *Groot:* 163,4575 hektaar, met die volgende twee woonhuise daarop:

Woonhuis 1: Drie slaapkamers, dubbel geriewe en ruim woonareas.

Woonhuis 2: Vier slaapkamers, dubbel geriewe en ruim woonadres.

Buitegeboue: Twee sink- en steenstore, sink- en staalstoor, melkstal en drie rondawels.

Eskomkrag: Drie-fase.

Water: 21,6 hektaar onder besproeiing — Schoonspruit Staatswaterskema, moederlyne vir twee spilpunte, drie toring Orbet met besproeiing, sewe toring orbet, vyf boorgate, vier toegeruste turbine- en monopompe en 'n kragpomp.

Kampe: Vyf kampe. Vier met suipings.

Datum: 10 Desember 1993.

Tyd: 10:00.

Plek: Op die perseel. Oos van Ventersdorp aangrensend aan die dorp, ongeveer 100 meter vanaf die Derbypad op die Krugersdorp pad.

Afslaersnota: Ongeveer 25 hektaar vlei oortrek met Veen "Peetmos" wat wissel van 1 tot drie meter dik.

PWV Afslaers BK, Posbus 6200, Pretoria. Telefoonnommer (012) 21-5780.

CAHI AUCTIONEERS, APPRAISERS & STOCK LIQUIDATORS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION, 20-40 TON HYDRAULIC PRESS BENCH GRINDERS, WELDERS, 10-TON AUSTIN WESTERN MOBILE CRANE (NOT WORKING), 20-TON COLES MOBILE CRANE (NOT WORKING) AND A POWER CUT OFF SAW

Duly instructed by the liquidator in the matter of **Rostek Engineering CC**, in liquidation, **Master's Reference T2699/93**, we will sell on Friday, 10 December 1993, at 11:00, at 61 Carolus Street, Trichardt, Transvaal:

Bench grinders, threading machine, profile cutter (not working), 3-ton steel beams, channels, etc. 600 CFM compressor (not working) and much more.

View day prior 11:00-16:00.

Terms: R1 000 registration fee (refundable). Cash or bank-guaranteed cheques only.

For further info contact Greg of Cah Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax (012) 324-2215.

KAAP • CAPE

PHIL MINNAAR BK AFSLAERS

INSOLVENTE BOEDELVEILING VAN PRAGTIGE ARGITEKSBEPLANDE VAKANSIEWONING MET SEE UITSIG OOR KAAP ST FRANCISBAAI

In opdrag van die Kurator in die insolvente boedel **A. P. Smuts, Meestersverwysing T888/93**, verkoop ons die ondervermelde woning per openbare veiling op:

Datum: Saterdag, 18 Desember 1993 om 11:00.

Plek van veiling: Esmeraldastraat 63, Santareme, St Francisbaai.

Beskrywing van eiendom: Erf 1220, Santareme, ook bekend as Esmeraldastraat 63, Santareme, Kaap St Francis. Groot: 1 210 m².

Verbeteringe: Bestaan uit vier slaapkamers (hoofslaapkamer met eie badkamer en aantrekkamer), eetkamer, TV-kamer, oopplan kombuis, volledige badkamer, stoorkamer, dubbelmotorhuis, onthaalarea en uitkyktoring.

Besigtiging: Daaglik of skakel mnr. Von Bratt by Tel. (0423) 94-0241.

Betaling: 10% (tien persent) deposito en balans binne 45 dae na bekragtiging. Koper is verantwoordelik vir die betaal van die afslaerskommissie sowel as 14% (veertien persent) BTW daarop.

Afslaersnota: Hierdie moderne argitekbeplande pragwoning is op een van die hoogste uitkykpunte geleë met noordelike uitsig oor St Francisbaai.

Navrae: Skakel ons kantore by Tel. (012) 322-8330/1.

Phil Minnaar BK Afslaers, Bus 28265, Sunnyside. Tel. 322-8330/1/2. Faks: (012) 322-9263.

ERPO AFSLAERS

KURUMAN: INSOLVENTE BOEDELVEILING VAN VASTE EIENDOM EN VOERTUIG

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van **Barend van den Berg, Meestersverwysing T2823/93**, verkoop ons die onderstaande vaste eiendom en voertuie op persele soos beskryf, op Dinsdag, 7 Desember 1993:

A. Voertuie:

Tyd: 09:30.

Ligging: Op Vryburg, draai regs met Livingstonestraat oppad na die laerskool, straat verander dan na Seodinweg, perseel aan regterkant regoor Kuruman Glas.

Voertuigaanbieding: Mercedes-Benz 1924 voorhaker enkelewenaar YBH 6014, Mercedes-Benz 1924 voorhaker enkelewenaar MLL 351T, sleepwa (dubbels leunwa) YBH 6010, 1988, dubbels leunwa (tipper) JHX 543T, Swift (tipper) leunwa LXW 580T. Voertuie en los parte te Gefco Myn word ook hier verkoop. Sleepwa sonder wiele MMC 209T (tipper), sleepwa sonder wiele en registrasienommer, verskeie parte vir Mercedes-Benz trokke.

B. Vaste eiendom:

Tyd: 11:30.

Ligging: Eiendom te Dibeng, geleë tussen Kuruman en Upington op die Hotazelpad te Langstraat 57, Dibeng.

Eiendomaanbieding: Erf 177 plus woonhuis te Dibeng, Langstraat 57.

Groot: 1 983 vierkante meter.

Verbeterings: Drie slaapkamers, badkamer, eetkamer, sitkamer, motorhuis, boorgat en windpomp.

Bekragtiging: Binne sewe dae.

Terme: 20% (twintig persent) deposito. Waarborg binne 30 (dertig) dae.

Navrae: Erpo Afslaeers, Steenstraat 27, Swartruggens.

Naure: Frik Geyer, Swartruggens. Tel. (014262) 2412.

NATAL

INSOLVENSIEVEILING VAN PLASE, LEUNWAENS, MASJINERIE EN VUURWAPENS, TE DISTRIK VRYHEID

Vanaf Vryheid neem die Nongoma/Louwsburgpad vir 22 km, plaas direk links (sien ons rigtingbord).

Op Vrydag, 30 November 1993 om 10:00.

Behoorlik daartoe gemagtig deur die voorlopige Kurator van insolvente boedel **J. H. Gunter, Meestersverwysing N430/93**, word ondergemelde per openbare veiling aangebied:

Vaste eiendomme:

(A) Onderverdeling 3 van die plaas Nyembe 184, geleë in die distrik Vryheid, provinsie Natal. *Groot:* ± 82,561 hektaar, 82 hektaar Selignabome (1–2 jaar).

(B) Onderverdeling 4 van 2 van die plaas Nyembe 184, geleë in die distrik Vryheid, provinsie Natal. *Groot:* ± 55,8551 hektaar. Twee woonhuise, vier arbeidershuise, twee boorgate, 30 hektaar Selignabome (1–2 jaar), 17 hektaar weiding.

(C) Onderverdeling 5 van 2 van die plaas Nyembe 184, geleë in die distrik Vryheid, provinsie Natal. *Groot:* ± 47,8417 hektaar. Woonhuis met swembad, eenvertrekwoonstel, vier motorhuise, twee bediendekamers, stoor, werkswinkel en kantore.

(D) Restant van die plaas A van Sterkstroom 344, geleë in die distrik Vryheid, provinsie Natal. *Groot:* ± 138,6089 hektaar. Woonhuis en twee boorgate.

(E) Restant van die plaas Rustplaas 165, geleë in die distrik van Vryheid, provinsie Natal. *Groot:* ± 436,348 hektaar. ± 50 hektaar Selignabome (1 jaar). ± 386 hektaar weiding en paaie.

Leunwaens: 4 × Kole leunwaens en 'n Tipleunwa.

Masjinerie en toerusting: Galion 160 skrapeer, 2 × Ford 5000 enjins en ratkaste, 3 × MAN 30.300 kajuite, Man 30.300 onderstel, Landcruiser bak en onderstel, wipbak onderstel en bak, Isuzu kajuit en onderstel, elektriese hoëdruk spuit, rolsaag, mielie maalmasjien met sif, 3 × lessenaars, 5 × stoele, klokmasjien, 4-laai liasseerikas, faksmasjien, Kenwood 558 tweerigting radio met kragbron, ens.

Verkoopvoorwaardes:

Eiendomme: 15% (vyftien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van die bod. Waarborg vir die balans koopprys binne 30 dae vanaf datum van bekragtiging. *Losgoed:* Streng kontant of bankgewaarborgde tjeks met dag van die veiling.

Besigtiging: Op Dinsdag, 29 November 1993 vanaf 10:00 tot 16:00 of soos per afspraak.

Navrae: Gert Cilliers (01343) 2270 of Chris Radley (012) 991-2981, Adriaan van den Heever (012) 804-2112, Koos van Rensburg (012) 804-2112.

ZULULAND AUCTIONEERS

INSOLVENSIEVEILING

In opdrag van die Kurator in die insolvente boedel van **Irwin Joseph Horsley, Meestersverwysing N309/93**, sal ek verkoop te 46 Charles Horsley Avenue, Sunningdale, Eshowe, op 3 Desember 1993, die volgende goedere:

Property description:

10:00: *Immovable property:*

Lot 752, Eshowe Extension 3, situated in the Borough of Eshowe, Administrative District of Natal, in extent 2 018 square metres.

One-sixth undivided share in and to Subdivision 66 of the farm Reserve No. 7A, NO15826, situated in the Zululand Joint Services Board Area, Administrative District of Natal, in extent 40,4686 (forty comma four six eight six hectares).

10:30: *Movable property:*

Double bed, 3 single beds, Defy washing machine, fridge, stove (eye-level and hob), couch, JVC TV, lawnmower and deep freeze.

Zululand Auctioneers, 107 TML Huis, Unionstraat; Posbus 1331, Empangeni.

PUBLIC AUCTION

Duly favoured with instructions from the Trustee of the estate late **M. Sookur**, we will offer for public auction on Tuesday, 14 December 1993, at 10:00, on site:

Remainder of Lot 1018, Port Shepstone, in extent 1 956 square metres.

Brief description: Brick under tile three bedrooms, two bathrooms with separate lounge, dining-room. Attached to the main dwelling is a two-bedroomed (partially completed) flat, with kitchen and bathroom. The second flat contains a bedroom, lounge, bathroom and kitchen. House has recently been renovated. Super river views.

Immediately following the above auction, we will put up for auction, to be sold as is:

(A) Toyota Cressida, 1990.

(B) Toyota Corolla, 1991.

Conditions of above sale:

(a) 10% (ten per cent) deposit in cash or bank-guaranteed cheque at the fall of the hammer.

(b) Confirmation within 14 days of sale.

(c) Sale conducted under rules governing auction sales in Natal.

For full particulars of this auction, appointment to view and finances, kindly contact John Reasbeck, the Auctioneer Tel. (0391) 2-1195 Realty 1, Port Shepstone.

PUBLIC AUCTION**INSOLVENT ESTATE SALE BABANANGO QUICK SPAR, MASTER'S REFERENCE No. N468/93**

Duly instructed by the Curator I will sell the following on Tuesday, 7 December 1993 at 11:00, at Babanango Quick Spar, Main Street, Babanango, Natal:

BMW 1983 model NBA 520, Metal shelf, Hydraulic lift trolley, metal shelves 3 × 6m × 3 tier, cupboards, folding tables, stepladder, stock trolleys, glass cutting table, desks, chairs, pallets, trolley, electric self-sealing machine, electronic tills, metal filing cabinet, Chadwood Milner safe, typist desk, ultra computer complete with screen, keyboard, printer, current stabilizer, Spar menu and Lotus, 40 Megabites, Sapec Ultra computer with screen printer, keyboard and various programs Ampac Executive modem connected to Spar Natal Durban, Telxon hand computer with fittings, Deli display fridge with compressor, meat display fridge with compressor, Isle deepfreeze with compressor - 10 ft, Isle Deepfreeze - 8 ft, electric deepfreezes, electronic scales, biltong cutter, polony slicer, mincer, bandsaw, woks filler - 10 litre, hanging scale, stainless steel tables, various pots, pans, knives and other butchery equipment, electric fan, Gondola ends, till end, checkout counters, glass sweet display counter, glass display cabinets, fruit and veg, display baskets, stand and eight baskets, self-standing Shelvit clothing display units, display dump bins, self-service trolleys, self-service baskets, timber wall shelving 9 m × 3 tier, Shelvit shelving with supports 387 metres, fire extinguishers, various other such as marking machines, calculators, filling trays, dust bins, staplers, etc. Groceries, hardware and clothing blankets.

Terms: Cash or bank-guaranteed cheque.

Viewing: Day of sale.

Further particulars: J. M. Potgieter, Juris Forum Building, 153 Landdrost Street, Vryheid. Tel. (0381) 6122 or 6123.

Dated at Vryheid this 25th day of November 1993.

J. M. Potgieter, Sheriff, Vryheid.

PUBLIEKE VEILING

Geliewe kennis te neem dat 'n Toyota Hi-Ace GLX Kombi met Registrasie No. YBC 8219, die geregistreerde eiendom van Simon Mabote, Bosplaas-Wes 651, Tembisa, op Woensdag, 15 Desember 1993 om 11:00 te Fonteinstraat 65, Ficksburg, per openbare veiling verkoop sal word ter verhaling van uitgawes aangegaan deur King's Panelbeaters, Ficksburg, aan die gesegde voertuig.

Grewars, Prokureurs namens King's Panelbeaters, Fonteinstraat 65, Ficksburg.

PUBLIC AUCTION

Take notice that a Toyota Hi-Ace GLX Combi with Registration No. YBC 8219, registered in the name of Simon Mabote, 651 Bosplaas-Wes, Tembisa, will be sold by public auction on Wednesday, 15 December 1993, 11:00 at 65 Fontein Street, Ficksburg, to recover costs incurred by King's Panelbeaters, Ficksburg.

Grewars, Attorneys on behalf of King's Panelbeaters, 65 Fontein Street, Ficksburg.

INSOLVENTE BOEDELVEILING

Insolvente boedelveiling van woonhuis met talle opsies. Groot ruim onthaalvertrek, ideaal vir snoekertafel wat uitloop op swembad. Ook geskik as ateljee, kantore, oumawoonstel met privaat geriewe.

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel van **W. A. S. du Toit**, Boedelnommer B109/93, sal ons die ondervermelde eiendom per openbare veiling verkoop op die perseel te:

Kingstraat 5, Dagbreek, distrik Welkom, op Woensdag, 8 Desember 1993 om 11:00.

Eiendom: Die eiendom wat aangebied word is sekere Erf 4588, Welkom.

Groot: 1 204 m², geleë te Kingstraat 5, Dagbreek, Welkom.

Verbeterings: Die teëldakwoning van $\pm$ 280 m² bestaan uit 'n stoep, ingangsportaal, TV-kamer, sitkamer, eetkamer, kombuis, vier slaapkamers met twee badkamers (m.e.s.). Daar is 'n ruim speel-leefkamer met eie geriewe wat uitloop op die netjise glasvesel swembad. Die buitegeboue bestaan uit bediendekwartiere en motorafdakke vir vier motors.

Terme: 'n Deposito van 10% (tien persent) onmiddellik na afloop van die veiling en vir die balans 'n goedgekeurde bank- of bougenootskapwaarborg binne 30 dae na afloop van die veiling.

Navrae: Vir enige navrae kontak Balju, C. F. Cronje, Constantiaweg 100, Welkom. Tel: (057) 396-2881 kantoorure, of (057) 352-2445 na-ure.

INHOUDSOPGAWE

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