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VAN
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Staatskoerant Government Gazette

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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

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

LIST OF FIXED TARIFF RATES AND CONDITIONS

FOR PUBLICATION OF LEGAL NOTICES IN THE GOVERNMENT GAZETTE

(COMMENCEMENT: 1 JUNE 1993)

LIST OF FIXED TARIFF RATES

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

WOORDETAL-TABEL

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

WORD COUNT TABLE

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

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

VOORWAARDES VIR PUBLIKASIE CONDITIONS FOR PUBLICATION

SLUITINGSTYFIE VIR DIE AANNAME VAN KENNISGEWINGS

1. Die *Staatskoerant* word weekliks op Vrydag gepubliseer en die sluitingstyd vir die aanname van kennisgewings wat op 'n bepaalde Vrydag in die *Staatskoerant* moet verskyn, is **15:00 op die voorafgaande Vrydag**. Indien enige Vrydag saamval met 'n openbare vakansiedag, verskyn die *Staatskoerant* op 'n datum en is die 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 veranderinge in die kopie van kennisgewings kan nie onderneem word nie tensy opdragte daarvoor ontvang is **voor 15:30 op Maandae**.

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPEEKLIKHEID

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.

AANSPEEKLIKHEID VAN ADVERTEERDER

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

LIABILITY OF ADVERTISER

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

KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

9. Geen kennisgewing word vir publikasie aanvaar nie tensy die koste van die plasing(s) daarvan vooruit betaal is deur middel van ONGEKANSELEERDE 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 buitensporig 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. Eksempare 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 275/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **First National Bank of SA Ltd**, Eiser, en **Johannes Gerhardus Lourens Wessels**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word te die Balju, Lochstraat 51, Meyerton, op 20 Januarie 1994 om 10:00:

Gedeelte 110 ('n gedeelte van Gedeelte 5), van die plaas Nooitgedacht 176, Registrasieafdeling IR, Transvaal, groot 2,0247 hektaar, gehou kragtens Akte van Transport T5715/91.

Beskrywing: Onverbeterde perseel.

Terme: Een tiende van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen 'n ooreengekome rentekoers vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank-, bouvereniging- of ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju te Meyerton binne 14 (veertien) dae vanaf datum van verkoping.

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

Geteken te Meyerton op hierdie 30ste dag van November 1993.

Boyens & Venter, Proteagebou, Eerste Verdieping, Lochstraat 18, Posbus 12451, Meyerton, 1960. (Tel. 62-0711.) (Verw. S. Allison.)

Saak 10668/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk**, Applikant, en **Lenjack Investments (Edms.) Bpk.**, Eerste Respondent, **Forbes, Harold Mable**, Tweede Respondent, en **Forbes, Anna Elizabeth**, Derde Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 8 Junie 1993, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 13 Januarie 1994 om 10:00, by die kantore van die Balju te Vereeniging, aan die hoogste bieder:

Gedeelte 96 ('n gedeelte van Gedeelte 79), van die plaas Welverdiend 379, Registrasieafdeling IR, Transvaal, groot 21,8113 (een-en-twintig komma agt een een drie) hektaar, gehou kragtens Akte van Transport T39649/1980, geleë te Vereeniging distrik.

Die reserweprys is onderworpe aan bekragtiging in terme van klousule 14 van die verkoopvoorwaardes.

Die eiendom bestaan uit onverbeterde grond.

Terme en voorwaardes:

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

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

Geteken te Johannesburg op hierdie 6de dag van Desember 1993.

Tim du Toit & Kie., Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Fax. (011) 331-9700.] (Verw. J. van Eyk/AvH/LL14.)

Case 8057/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Vusumuzi Radebe**, First Defendant, and **Matsie Evodia Radebe**, Second Defendant

On 14 January 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 911, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 911 Makoloane Crescent, Mailula Park, Vosloorus Extension 3, Boksburg.

Improvements: Detached single storey brick residence consisting of three bedrooms, bathroom, kitchen, dining-room, lounge and outbuildings comprising carport.

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

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

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

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

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

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

Dated at Boksburg on this the 8th day of December 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H537.)

NOTICE OF SALES IN EXECUTION

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 13 January 1994 at 10:00.

Nedcor Bank Limited, Execution Creditor.

The hereinafter-mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrates' Courts Act 1944.

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

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

Case 18777/93.

Judgment Debtors: **Lesiba Klaas Madisha and Kanana Dina Madisha.**

Property: Erf 1038, Maokeng Extension 1 Township, situated at 1038 Maokeng Section, Tembisa.

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

File ref: LN3684.

Case 4500/90.

Judgment Debtors: **Alpheus Nhlapo and Thoko Juliet Nhlapo.**

Property: Right of leasehold over Erf 363, Emfihlweni Township, Registration Division IR, Transvaal, situated at 363 Emfihlweni Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, kitchen, two bedrooms and dining-room. Outbuildings consisting of two outside rooms.

File ref: L131/90.

Case 10673/88.

Judgment Debtor: **Kwena Betty Chuene (now Molokomme).**

Property: Right of leasehold over Erf 106 Sedibeng Township, Registration Division IR, Transvaal, situated at 106 Sedi-beng Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, two bedrooms, kitchen and dining-room. Outbuildings consisting of garage and two outside rooms.

File ref: L501/88.

Case 19946/93.

Judgment Debtors: **Pulani Anna Rakgabala, Mathews Rakgabane and Modjadji Clara Rakgabane.**

Property: Right of leasehold over Erf 949, Sedibeng Township, Registration Division IR, Transvaal, situated at 949 Sedibeng Section, Tembisa.

Improvements: Dwelling-house consisting of two bedrooms, kitchen and lounge. Outbuildings consisting of three servants' quarters and three garages.

File ref: LN3611.

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

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, handelende as United Bank, Eiser, en **Seabata April Khiba**, Eerste Verweerder, en **Nomalanga Maria Khiba**, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander, en lasbrief vir eksekusie gedateer 16 Maart 1993 sal die eiendom hieronder genoem verkoop word in eksekusie op 12 Januarie 1994 om 12:00, by die Balju se kantore, Evander, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en motorafdak.

Eiendom: Erf 2867, Embalenhle-uitbreiding 4-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 373 (driehonderd drie-en-sewentig) vierkante meter, gehou kragtens Akte van Transport TL58304/88, geleë te Ukwahlamba Crescent 305, Embalenhle.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping welke voorwaardes geïnspekteer kan word by die kantore van die Balju, Evander.

Die belangrikste voorwaardes daarin vervat is:

Dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op die 6de dag van Desember 1993.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/RE/U.418.)

Saak 725/92

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Stadsraad van Randfontein**, Eiser, en **Henry Jacob Kock**, Eerste Verweerder, en **Janet Lorraine Kock**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 8 April 1992 sal die ondervermelde eiendom geregtelik verkoop word op 21 Januarie 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 1576, Toekomsrus-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 848 vierkante meter, gehou kragtens Akte van Transport T11638/1985, bekend as Diamantstraat 7, Toekomsrus, Randfontein, met verbeterings.

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

Voorwaardes: R5 000 of 10% (tien persent) van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouvereniging waarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belasting, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoor-ure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/S718.)

Case 144/93

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Lawrance Edward Pick**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort, and writ of execution dated 4 February 1993 the following property will be sold in execution on Friday, 14 January 1994 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 341, Wilgeheuwel Extension 3 Township, Registration Division IQ, Transvaal, in extent 1 100 (one thousand one hundred) square metres, held by Deed of Transfer T47044/1992, known as 1165 Tauber Street, Wilgeheuwel Extension 3, District of Roodepoort, upon which is erected a detached dwelling of plastered walls under an iron roof, said to contain a lounge, family room, dining-room, three bedrooms, kitchen, bathroom, scullery/laundry, garage, in regard to which, however, nothing is guaranteed.

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

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

Louw & Heyl - Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, P.O. Box 360, Roodepoort. [Tel. (011) 763-6111/2121.] (Ref. Mr Vlok/CV/930036/17339.)

Saak 726/92

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Stadsraad van Randfontein**, Eiser, en **Henry Jacob Kock**, Eerste Verweerder, en **Janet Lorraine Kock**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 19 Februarie 1993 sal die ondervermelde eiendom geregtelik verkoop word op 21 Januarie 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 1577, Toekomsrus-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 904 vierkante meter, gehou kragtens Akte van Transport T11638/1985, bekend as Diamantstraat 5, Toekomsrus, Randfontein, met verbeterings.

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

Voorwaardes: R5 000 of 10% (tien persent) van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belasting, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoor-ure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/S719.)

Saak 3109/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Stadsraad van Randfontein**, Eiser, en **Ben Classen**, Eerste Verweerder, en **Lena Johanna Classen**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 26 Oktober 1993, sal die ondervermelde eiendom geregtelik verkoop word op 21 Januarie 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 2099, Toekomsrus-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 468 vierkante meter, gehou kragtens Akte van Transport T46439/1992, bekend as Papajastraat 2099, Toekomsrus, Randfontein, met verbeterings.

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

Voorwaardes: R5 000 of 10% (tien persent) van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belasting, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoor-ure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/S1455.)

Case 69267/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Matthys Wynand de Bruin**, First Defendant, and **Anna Magrieta de Bruin**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, 603A Olivettihouse, corner of Schubart and Pretorius Street, Pretoria, on 27 January 1994 at 10:00, to the highest bidder:

Certain Section 69, as shown and more fully described on Sectional Plan SS147/85, in the scheme known as Aminie, in respect of the land and building situated at the remaining extent of Erf 566, in the Township of Proclamation Hill, Extension 1, Local Authority, Pretoria, Registration Division JR, Transvaal, measuring with a floor area of 68 square metres, situated at 69 Aminie, 648 Lievaart Street, Proclamation Hill Extension 1, Pretoria.

Terms and conditions:

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

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

Description of property: Flat, lounge/dining-room, kitchen, two bedrooms, bathroom and w.c.

Common property facilities: Undercover parking, garden and dry area.

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

4. **Conditions:** The full conditions of sale may be inspected at the Sheriff's offices of Second Floor, Olivettihouse, corner of Schubart and Pretorius Streets, Pretoria.

Signed at Pretoria on this 10th day of December 1993.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. T. Kartoudes/MB/N1083.)

NOTICE OF SALES IN EXECUTION

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 13 January 1994 at 10:00.

Nedcor Bank Limited, Execution Creditor.

The hereinafter-mentioned properties/right of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.

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

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

Case 13487/93.

Judgment Debtors: **Frank James Cross and Sumbugavathe Reddy.**

Property: Erf 240, Aston Manor, Registration Division IR, Transvaal, situated at 39 Eland Street, Aston Manor.

Improvements: Dwelling-house consisting of lounge, two toilets, family/TV-room, two bathrooms, four bedrooms, kitchen, dining-room. Outbuildings consisting of driveway, carport, pool.

File ref: LN3594.

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

Saak 10996/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Victor Moses Mahlango**, Eksekusieskuldenaar

Ingevolge 'n vonis toegestaan in bogemelde Hof op 26 Oktober 1993, en 'n lasbrief vir eksekusie, gedateer 2 November 1993 sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroshofkantoor, Harpurilaan, Benoni, op Woensdag, 2 Februarie 1994 om 11:00:

Die reg, titel en belang in huurpag van Erf 1399, Etwatwa-uitbreiding 2-dorpsgebied, Rgistrasieafdeling IR, Transvaal, groot 315 (driehonderd en vyftien) vierkante meter, geleë te Erf 1399, Etwatwa-uitbreiding 2-dorpsgebied.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis bestaande uit sitkamer, twee slaapkamers, badkamer en kombuis.

Vernaamste voorwaardes van verkoping:

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

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.

3. Koopprijs is soos volg betaalbaar:

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

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

Gedateer Benoni hierdie 10de dag van Desember 1993.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni, 1500. (Tel. 422-2435.)

Saak 4230/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **Bank Windhoek Beperk**, Eiser, en **G. S. J. Jansen van Vuuren**, Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Sasolburg gedateer 14 Januarie 1993, en 'n lasbrief tot eksekusie gedateer 13 Januarie 1993, sal die volgende eiendom met verbeterings daarop, in eksekusie verkoop word op Vrydag, 14 Januarie 1994 om 10:00, by die Landdroshofkantoor, Vanderbijlpark:

Sekere Erf 555, in die dorp Vaaloewer, groot 1 289 (eenduisend tweehonderd nege-en-tagtig) vierkante meter.

Die eiendom word verkoop onderhewig aan betaling van 10% (tien persent) van die koopprijs by sluiting van die koopvooreenoms en die balans teen registrasie van transport aan die koper. Gemelde balans moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju voorsien moet word binne veertien (14) dae vanaf datum van verkoping. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshof No. 32 van 1944, soos gewysig.

Die volle voorwaardes van die eksekusie verkoping wat op die koper bindend sal wees sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Vanderbijlpark, en by die kantore van die Eiser se prokureurs.

Aldus geteken te Sasolburg op hierdie 6de dag van Desember 1993.

J. P. S. de Beer, vir De Beer & Claassen, Posbus 77, Sasolburg, 9570. (Verw. Jan de Beer/G4613/aw.)

Saak 5151/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Mej. Elizabeth George**, Verweerder

In die opvolging van vonnis in die Landdroshof toegestaan op 27 Oktober 1993 en daaropvolgende lasbrief vir eksekusie sal die eiendom hieronder uiteengesit verkoop word aan die hoogste bieder op Vrydag, 14 Januarie 1994 om 10:00, voor die Landdroskantore te Middelburg:

Erf 220, geleë in die dorp Nasaret, Middelburg Transvaal, Registrasieafdeling JS, Transvaal, groot 438 m², gehou kragtens Akte van Transport T69303/90, ook bekend as Saldanhastraat 220, Nasaret, Middelburg.

Enkelverdiepingwoonhuis bestaande uit eet/sitkamer, drie slaapkamers, badkamer en toilet, kombuis en motorhuis.

Die voorwaardes van verkoop wat onmiddellik voor die verkoping gelees sal word sal ter insae by die kantoor van die Balju vir die Landdroshof, Middelburg, Transvaal wees en kan óf gelees word óf verkry word by die kantoor van die prokureur van die Eiser hieronder genoem.

Gedateer te Middelburg op hierdie 6de dag van Desember 1993.

Mev. E. A. Swarts, vir G. R. Swarts & Swarts, Auxiliumgebou, Eksteenstraat 4A, Posbus 24, Middelburg, 1050. [Verw. mev. Swarts/mp/ES144/93(633-504599).]

Case 4075/93

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

In the matter between **Casadamus Holdings (Pty) Ltd**, Plaintiff, and **Shane Grant**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 9 September 1993 and subsequent warrant of execution the following property will be sold in execution, on 12 January 1994 at 10:00, at the offices of the Magistrate's Court of Randburg, corner of Selkirk and Jan Smuts Avenue, Blairgowrie namely:

Unit 9, Mikri Vigla, Erf 678, Ferndale, also known as Unit 9, Mikri Vigla, 253 Surrey Avenue, Ferndale.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, 9 Elnarandhof, corner of Selkirk and Blairgowrie Drive, Blairgowrie, and contain inter alia the following provisions:

1. 10% (ten per centum) 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 Randburg on the 23rd day of November 1993.

Sutherland Van der Westhuizen & Van Tonder Inc., 280 Oak Avenue, Ferndale, P.O. Box 744, Randburg. (Tel. 886-2310) (Ref. A. Kloppe/C1961.)

Saak 13537/93

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

In die saak tussen **Saambou Bank Beperk**, Vonnisskuldeiser, en **Gysbert Lewis**, Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park en 'n lasbrief gedateer 1 November 1993, sal die volgende eiendom verkoop word in eksekusie op 13 Januarie 1994 om 10:00, by die Balju se kantoor, Parkstraat 8, Kempton Park, nl:

Erf 189, Kempton Park-Wes-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Bartlestraat 21, Kempton Park-Wes, grootte 753 vierkante meter.

Verkoopvoorwaardes:

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

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

3. Die koopprys is betaalbaar soos volg: 20% (twintig persent) van die koopprys 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. 975-4941).

Case 12192/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Phumani Daniel Myeza**, First Defendant, and
Ntombi Mavis Myeza, Second Defendant

On 14 January 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 1631, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 1631 Vosloorus Extension 3, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H702.)

Case 5920/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Faith Tumelo Mogatle**, First Defendant, and
Sana Florah Mogatle, Second Defendant

On 14 January 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 932, Vosloorus Extension 2, Registration Division IR, Transvaal, situated at 932 Vosloorus Extension 2, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00899.)

Case 300/92

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Setemere Albert Mahlong**, First Defendant, and **Miriam Thoko Mahlong**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Brakpan and writ of execution dated 19 July 1993, the property listed hereunder will be sold in execution, on 14 January 1994 at 11:00, at the premises of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Site 15818, Tsakane Extension 5 Township, Registration Division IR, Transvaal, measuring 285 (two hundred and eighty-five) square metres, held by Certificate of Registered Grant of Leasehold TL6506/1989.

The property is defined as a residential stand, situated at Stand 15818, Tsakane Extension 5, Tsakane.

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

Main building: Lounge, dining-room, main bedroom plus bathroom and kitchen.

Outbuildings: None.

Fence: Wire.

Building construction: Walls - plastered bricks and roof - tiles.

The material conditions of sale are:

- (a) The sale will be held by public auction and without reserve and will be sold voetstoots.
 - (b) Immediately after the sale the purchaser shall sign the conditions of sale, which can be inspected at the Sheriff of the Court's Office, 439 Prince George Avenue, Brakpan.
 - (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest, etc.
 - (d) The purchase price shall be paid as to 10% (ten per centum) thereof or R500 (five hundred rand) whichever is the greater, on the day of the sale and the unpaid balance, together, with interest on the full amount of the Judgment Creditor's claim at the rate specified in the full conditions of sale to date of payment, within 14 (fourteen) days to be paid or secured by a bank or building society guarantee.
 - (e) The property shall be sold subject to any existing tenancy.
 - (f) Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit for the benefit of the Execution Creditor the deposit referred to in (d) above, without prejudice to any claim against him for damages.
- The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court.
- Dated at Brakpan on this the 29th day of November 1993.
- Trollip, Cowling & Janeke, Voortrekker Road, 610, Brakpan. (Tel. 744-3924.)

Case 147649/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Michele Elizabeth du Plessis**, Defendant

A sale without reserve will be held at the Sheriff's Sale Office, 142 Struben Street, Pretoria, on Wednesday, 19 January 1994 at 10:00, of the undermentioned property on conditions which may be inspected at the Offices of the Sheriff, prior to the sale:

Portion 26 of Erf 1227, Noordwyk Extension 23 Township, Registration Division JR, Transvaal, being 26 Coubrough Road, Noordhoek Clusters, Noordwyk Extension 23, measuring 452 square metres.

Improvements described hereunder are not guaranteed.

Main building: 452 square metres, study, dining-room, three bedrooms, two bathrooms/w.c., kitchen and patio.

Outbuildings: Garage.

Terms: 10% (ten per centum) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 2nd day of December 1993.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, c/o E. K. Fleischhauer, Plaintiff's Attorneys, Bank Forum Building, First Floor, 337 Bronkhorst Street, New Muckleneuk. [Tel. (012) 46-8922] (Ref. Mr Fleischhauer.)

Saak 13625/91

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **ABSA Bank Beperk** (Registrasienuommer 86/04794/06), Eiser, en
Dorpshuis Ontwikkeling (Edms.) Bpk. (80/01549), Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer sal hierdie ondervermelde eiendom geregtelik verkoop word op 14 Januarie 1994 om 10:00, te die verkooplokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, aan die persoon wat die hoogste aanbod maak, naamlik:

Eenheid 12 en Eenheid 36, soos aangetoon en meer volledig beskryf op Deelplan 43/1989 (Johannesburg) in die gebou of geboue bekend as Groot Drakenstein, geleë te Helderkrui-uitbreiding 1, regsgebied van die Roodepoortse Plaaslike Bestuur, tesame met 'n onverdeelde aandeel in die gemeenskaplike eiendom, groot 100 (eenhonderd) en 20 (twintig) vierkante meter respektiewelik, gehou kragtens ST43/1989 (12) (Unit) en ST43/1989 (36) (Unit) respektiewelik.

Bekend as Eenheid 12 en Eenheid 36, Groot Drakenstein, Helderkrui-uitbreiding 1, Roodepoort.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie:

Sitkamer, badkamer, twee slaapkamers, gang, kombuis en motorhuis (maar korrektheid word nie gewaarborg nie).

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

Geteken te Roodepoort op hierdie 7de dag van Desember 1993.

Herman van der Merwe, Dieperinkstraat 11, Roodepoort, 1725. (Verw. Mev. E. Pelser.)

Case 8270/93

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Jan Hendrik van der Walt Scheepers**,
Executin Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 10 August 1993, the following property will be sold in execution on Friday, 14 January 1994 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 253, Radiokop Extension 3 Township, Registration Division IQ, Transvaal, in extent 840 (eight hundred and forty) square metres, held by Deed of Transfer T6040/1992, known as 1200 Opera Road, Radiokop Extension 3, District of Roodepoort, upon which is erected a detached dwelling of plastered walls under an iron roof, said to contain a lounge, dining-room, study, three bedrooms, kitchen, two and a half bathrooms, scullery/laundry, outside room and double garage, in regard to which, however, nothing is guaranteed.

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

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

Louw & Heyl - Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort; P.O. Box 360, Roodepoort. [Tel. (011) 763-6111/2121.] (Verw. Mr Vlok/CV/930633/15898.)

Saak 7799/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **B. J. Nxumalo**, Eerste Verweerder, en **A. M. Nxumalo**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 8 November 1993, en 'n lasbrief vir eksekusie gedateer 3 November 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 12 Januarie 1994 om 10:00, deur die Balju vir die Landdroshof, te Johria Hof, Du Plessisstraat, Alberton, naamlik:

Sekere: Standplaas 455, Spruitview-uitbreiding 1-dorpsgebied, Alberton, Registrasieafdeling IR, Transvaal, ook bekend as Standplaas 455, Spruitview-uitbreiding 1-dorpsgebied, groot 464 vierkante meter, gehou deur B. J. Nxumalo en A. M. Nxumalo, gehou onder Akte van Transport T2512/91.

Sonering: Residensiël.

Spesiale gebruiksvergunning op vrystellings: Geen.

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

Hoofgebou: Teëldak met gepleisterde baksteen mure bestaande uit kombuis, sitkamer, eetkamer, drie slaapkamers, twee badkamers met toilette.

Buitegeboue: Enkel motorhuis.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 16% (sestien persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goed-gekeurde bank- en/of bouverenigingswaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

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

Gedateer te Alberton op hede die 30ste dag van November 1993.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Tel. 907-9813.) (Verw. mnr. Ungerer/PP/N2061.)

Saak 7565/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **N. Chetty**, Eerste Verweerder, en **V. Chetty**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 29 Oktober 1993 en 'n lasbrief vir eksekusie gedateer 18 Oktober 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 12 Januarie 1994 om 10:00, deur die Balju vir die Landdroshof, te Johria Hof, Du Plessisstraat, Alberton, naamlik:

Sekere: Standplaas 398, Palm Ridge-dorpsgebied, Alberton, Registrasieafdeling IR, Transvaal, ook bekend as Ysterhoutstraat 46, Palmridge-dorpsgebied, groot 1 000 vierkante meter, gehou deur N. Chetty en V. Chetty gehou onder Akte van Transport T76092/89.

Sonering: Residensiël.

Spesiale gebruiksvergunninge of vrystellings: Geen.

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

Hoofgebou: Teëldak met gepleisterde baksteen mure bestaande uit kombuis, sitkamer, eetkamer, vier slaapkamers en twee badkamers.

Buitegeboue: Geen.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 16% (sestien persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingswaarborg. Indien die eiser die koper is, sal geen deposito betaal word nie.

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

Gedateer te Alberton op hede die 30ste dag van November 1993.

Klopper Jonker Ing., Prokureur vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N2017.)

Saak 7504/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **R. Govender**, Eerste Verweerder, en **D. Govender**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 3 November 1993, en 'n lasbrief vir eksekusie gedateer 29 Oktober 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe aan die hoogste bieder op Woensdag, 12 Januarie 1994 om 10:00, deur die Balju vir die Landdroshof te Johria Hof, Du Plessisstraat, Alberton, naamlik:

Sekere Standplaas 604, Palm Ridge-dorpsgebied, Alberton, Registrasieafdeling IR, Transvaal, ook bekend as Combretumstraat 15, Palmridge-dorpsgebied, groot 920 vierkante meter, gehou deur R. Govender en D. Govender, gehou onder Akte van Transport T72272/91.

Sonering: Residensieel.

Spesiale gebruiksvergunninge of vrystellings: Geen.

Die vonnis skuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: *Hoofgebou:* Teëldak met gepleisterde baksteenmure bestaande uit kombuis, sitkamer, twee slaapkamers, badkamers en toilet. *Buitegeboue:* Geen.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 16% (sestien persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingswaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

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

Gedateer te Alberton op hede die 30ste dag van November 1993.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N2008.)

Saak 7093/93

IN DIE LANDDRHOSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **R. A. Schlottfeldt**, Eerste Verweerder, en **L. Schlottfeldt**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 27 Oktober 1993, en 'n lasbrief vir eksekusie gedateer 21 Oktober 1993 sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 12 Januarie 1994 om 10:00, deur die Balju vir die Landdroshof te Johria Hof, Du Plessisstraat, Alberton, naamlik:

Sekere Standplaas 561, Randhart-uitbreiding 1-dorpsgebied, Alberton, Registrasieafdeling IR, Transvaal, ook bekend as Jacquelinestraat 109, Randhart-uitbreiding 1-dorpsgebied, Alberton, groot 1 034 vierkante meter, gehou deur R. A. Schlottfeldt en L. Schlottfeldt, gehou onder Akte van Transport T18223/93.

Sonering: Residensieel.

Spesiale gebruiksvergunninge of vrystellings: Geen.

Die vonnis skuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: *Hoofgebou:* Teëldak met gepleisterde baksteenmure bestaande uit patio, ingangsportaal, sitkamer, eetkamer, kombuis, studeerkamer, drie slaapkamers en twee badkamers. *Buitegeboue:* Dubbelmotorhuis, bediendekamer met toilet en swembad.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 16% (sestien persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingswaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

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

Gedateer te Alberton op hede die 30ste dag van November 1993.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr Ungerer/PP/N1994.)

Saak 9318/93

IN DIE LANDDRHOSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **NBS Bank Bepark**, Eiser, en **M. A. Coetzee**, Eerste Verweerder, en **S. M. Coetzee**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdros van Klerksdorp en lasbrief vir eksekusie teen goed met datum van 24 Augustus 1993, sal die ondervermelde eiendom op Vrydag, 14 Januarie 1994 om 10:00, te die Balju van die Landdroshof te Leaskstraat, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 452, Ellaton, Registrasieafdeling IP, Transvaal, groot 1 026 vierkante mter, ook bekend as Adeanelaan 15, Ellaton, Klerksdorp, gehou kragtens Transport T80702/1990, onderhewig aan die volgende voorwaardes:

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die onbetaalde balans tesame met rente daarop bereken teen 18% (agtien persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees: 'n Enkelverdiepingwoonhuis bestaande uit drie slaapkamers, eetkamer, sitkamer, kombuis en twee badkamers. *Buitegeboue*: Motorhuis en bediende kamer.

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

Ben de Wet & Botha, Spes Bonagebou, Boomstraat 19, Posbus 33, Klerksdorp.

Case 18838/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Bank of Lisbon International Limited**, Plaintiff, and **Hermannus Lambert Fekken**, First Defendant, **Roelof Hendrik Fekken**, Second Defendant, **Hendrika Jantje Fekken**, Third Defendant, and **Eight Three Investments (Pty) Limited**, Fourth Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff of the Supreme Court, Pretoria Central, Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 18 January 1994 at 10:00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Pretoria Central, 228 Visagie Street, Pretoria:

Erf 83, situated in the Township of Koedoespoort, Registration Divison JR, Transvaal, measuring 21,343 square metres and held under Deed of Transfer T6923/1959, and known as 11 Eland Street, Koedoespoort.

The property consists of a stand with improvements although nothing in this respect is guaranteed: Industrial property consisting of double storey office block with five offices, reception area, two toilets and shower, garage, two change rooms with showers and toilets and covered workshop area.

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

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

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

V. Stupel, for Hack Stupel & Ross, Attorneys for Plaintiff, Standard Bank Chambers, Church Square, P.O. Box 2000, Pretoria. (Tel. 325-4185.) (Ref. Mr Stupel/ML VS 6745.)

Saak 60957/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Bepark**, Eiser, en **J. P. van der Walt**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 19 Oktober 1993, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 19 Januarie 1994 om 10:00:

Erf 938, geleë in die dorp Meyerspark-uitbreiding 8, Registrasieafdeling JR, Transvaal, groot 1 040 (eenduisend-en-veertig) vierkante meter, gehou kragtens Akte van Transport T21709/80. (Die eiendom is beter bekend as Kritzingerstraat 266, Meyerspark-uitbreiding 8).

- Plek van verkoping:** Die verkoping sal plaasvind te Strubenstraat 142, Pretoria.
- Verbeterings:** Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie:
- Hoofgebou bestaan uit:** Ingangsportaal, sitkamer, eetkamer, kombuis, gesinskamer, vier slaapkamers, twee badkamers en spens.
- Verkoopvoorwaardes:** Die verkoopvoorwaardes lê ter insae te die kantore van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.
- Gedateer te Pretoria op hierdie 16de dag van November 1993.
- E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/an/A757.)

Saak 50325/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **W. C. P. C. Pretorius**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria en 'n lasbrief vir eksekusie gedateer 6 September 1993, sal die onderstaande eiendom op 13 Januarie 1994 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit: Erf 2346, geleë in die dorpsgebied Danville, Registrasieafdeling JR, Transvaal, bekend as Danweg 142, Danville.

Beskrywing: Woonhuis bestaande uit: Sitkamer, kombuis, toilet, badkamer, drie slaapkamers, bediendekamer en toilet.

Verbandouer(s): Santam, 23ste Verdieping, Volkskasgebou, Van der Waltstraat 230, Pretoria.

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

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

Gedateer te Pretoria op hede die 6de dag van Desember 1993.

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

Case 7925/93

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Nicolaas Jooste Griesel**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 12 August 1993, the following property will be sold in execution on Friday, 14 January 1994 at 10:00, at the salve venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Remaining Extent of Erf 204, Hamberg Township, Registration Division IQ, Transvaal, in extent 763 (seven hundred and sixty-three) square metres, held by Deed of Transfer T43580/1991, known as 22 Skinner Street, Hamberg, District of Roodepoort, upon which is erected a detached dwelling of plastered walls under an iron roof, said to contain a lounge, dining-room, three bedrooms, kitchen, bathroom and outside room, in regard to which, however, nothing is guaranteed.

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

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

Dated on the 1st day of December 1993.

Louw & Heyl—Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, 'Sanlam Building' corner of Van Wyk and Joubert Streets, P.O. Box 360, Roodepoort. [Tel. (011) 763-6111/2121.] (Ref. Mr Vlok/CV/930589/14734.)

Case 930909/16172

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Sabier Ahmed Ismail Moorad**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 22 November 1993, the following property will be sold in execution on Friday, 14 January 1994 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 151, Wilgeheuwel Extension 3 Township, Registration Division IQ, Transvaal, in extent 866 (eight hundred and sixty-six) square metres, held by Deed of Transfer T23687/1993, known as 1093 Oulap Street, Wilgeheuwel Extension 3, District of Roodepoort, upon which is erected a detached dwelling of plastered walls under an iron roof, said to contain a combined lounge and dining-room, three bedrooms, kitchen and bathroom, in regard to which, however, nothing is guaranteed.

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

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

Dated on the 2nd day of December 1993.

Louw & Heyl—Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, P.O. Box 360, Roodepoort. [Tel. (011) 763-6111/2121.] (Ref. Mr Vlok/CV/930909/16172.)

Case 7700/93

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Edward Thomas Domingo**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 30 July 1993 the following property will be sold in execution on Friday, 14 January 1994 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 1454, Florida Extension 2 Township, Registration Division IQ, Transvaal, in extent 672 (six hundred and seventy-two) square metres, held by Deed of Transfer T7163/1993, known as 32 Naomi Street, Florida Extension 2, District of Roodepoort, upon which is erected a detached dwelling of brick walls under an iron roof, said to contain a lounge, dining-room, three bedrooms, kitchen, bathroom, outside room, garage, in regard to which, however, nothing is guaranteed.

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

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

Date: 2 December 1993.

Louw & Heyl - Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort; P.O. Box 360, Roodepoort. [Tel. (011) 763-6111/2121.] (Mr Vlok/CV/930567/14677.)

Case 12109/93

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Zelda Ann Kolanus**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 22 November 1993 the following property will be sold in execution on Friday, 14 January 1994 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 1374, Roodekrans Extension 7 Township, Registration Division IQ, Transvaal, in extent 1 035 (one thousand and thirty-five) square metres, held by Deed of Transfer T31571/1993, known as 18 Camelia Street, Roodekrans Extension 7, District of Roodepoort, upon which is erected a detached dwelling of plastered walls under a tiled roof, said to contain a lounge, family room, dining-room, three bedrooms, kitchen, two bathrooms, in regard to which, however, nothing is guaranteed.

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

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

Date: 3 December 1993.

Louw & Heyl - Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort; P.O. Box 360, Roodepoort. [Tel. (011) 763-6111/2121.] (Mr Vlok/CV/930907/16174.)

Case 10070/93

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Sybrand Lourens Lombard**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 2 November 1993, the following property will be sold in execution on Friday, 14 January 1994 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 1696, Roodekrans Extension 6 Township, Registration Division IQ, Transvaal, in extent 1 265 (one thousand two hundred and sixty-five) square metres, held by Deed of Transfer T26331/1992, known as 88 Disseldoring Street, Roodekrans Extension 6, District of Roodepoort, upon which is erected a detached dwelling of brick walls under a tiled roof, said to contain a lounge, family room, dining-room, three bedrooms, kitchen, two bathrooms, one outside room, one outside store-room, double garage, in regard to which, however nothing is guaranteed.

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

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

Date: 3 December 1993.

Louw & Heyl - Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort; P.O. Box 360, Roodepoort. [Tel. (011) 763-6111/2121.] (Mr Vlok/CV/930786/15564.)

Case 4219/93

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

In the matter between **Nedperm Bank Limited**, Execution Creditor, and **Casper Hendrik Roux**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 3 May 1991, the following property will be sold in execution on Friday, 14 January 1994 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 5, Roodepoort North Township, Registration Division IQ, Transvaal, in extent 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T12075/89, known as 7 Eighth Avenue, Roodepoort North, upon which is erected a detached dwelling of plastered walls under an iron roof, said to contain a lounge, family room, three bedrooms, kitchen, bathroom, outside room, garage, in regard to which, however, nothing is guaranteed.

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

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

Date: 3 December 1993.

Louw & Heyl - Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort; P.O. Box 360, Roodepoort. [Tel. (011) 763-6111/2121.] (Mr Vlok/CV/910440/16575.)

Saak 2953/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **ABSA Bank Beperk** (United Bank Divisie), Eiser, en **Jeanette van der Merwe**, Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Ermelo, gedateer 29 Oktober 1993, en 'n lasbrief vir eksekusie uitgereik deur die Klerk van die Hof op 29 Oktober 1993, sal die ondervermelde vaste eiendom op 14 Januarie 1994 om 10:00, voor die Landdroskantoor te Ermelo deur die Balju van die Landdroshof, Ermelo, verkoop word aan die persoon wat die hoogste bod maak, naamlik:

Erf 1350, geleë in die dorp Ermelo-uitbreiding 9, Registrasieafdeling IT, Transvaal, groot 1 547 vierkante meter, ook bekend as George Bothastraat 1, Ermelo.

Die eiendom is verbeter.

Woonhuis bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers en twee toilette.

Buitegeboue: Twee garages.

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

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprijs aan die Balju betaal en vir die balans van die koopprijs moet die koper 'n bank- of bouverenigingwaarborg aan die Balju van die Landdroshof, Ermelo lewer binne 14 (veertien) dae na datum van verkoping.

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

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

Geteken te Ermelo hierdie 6de dag van Desember 1993.

Bekker, Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350.

Saak 19266/93

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

In die saak tussen **NBS Bank Beperk**, voorheen bekend as Natal Bouvereniging Beperk (Reg. No. 87/01384/06), Eiser, en **Sebastian Johannes J. Walkenshaw**, Eerste Verweerder, en **Erika Walkenshaw**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 18 November 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 13 Januarie 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 748, Birchleigh Noord-dorpsgebied-uitbreiding 2, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 992 (nege honderd twee-en-negentig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, kombuis en familie/TV-kamer. Buitegeboue bestaan uit twee motorhuise, oprit en omhein met betonmure.

Voorwaardes van verkoping:

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

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

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

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/N877.)

Case 10870/93

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

In the matter between **United Bank**, a division of ABSA Bank Limited (Reg. No. 86/04794/06), Plaintiff, and **Antonio de Pinho Martins**, First Defendant, and **Laura Ilda Ramos Martins**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 7 October 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 26 January 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Portion 10 of Erf 2651, Benoni Township, situated on 181 Princes Avenue, in the Township of Benoni, District of Benoni, measuring 991 (nine hundred and ninety-one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising lounge, family room, kitchen, three bedrooms, two bathrooms, w.c., pantry and a swimming-pool.

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

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

Dated at Boksburg on this 3rd day of December 1993.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicillium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. Mrs Teixeira/AU0307.)

Saak 91064/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **W. C. Botha**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros Pretoria, en 'n lasbrief vir eksekusie gedateer 22 Maart 1993, sal die onderstaande eiendom op 13 Januarie 1994 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 33 van Erf 3266, geleë in die Elandspoor-dorpsgebied, Registrasieafdeling JR, Transvaal, bekend as Wenakker Place 21, Elandspoor.

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

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

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

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

Gedateer te Pretoria op hede die 6de dag van Desember 1993.

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

Saak 5584/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BOKSBURG GEHOU TE BOKSBURG

In die saak tussen **NBS Bank Limited**, Eiser, en **M. Coetzer**, Eerste Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Boksburg, gedateer 24 Julie 1993, en 'n lasbrief vir eksekusie gedateer 24 Junie 1992, sal die volgende eiendom in eksekusie verkoop word sonder reserwe aan die hoogste bieder op Vrydag, 14 Januarie 1994 om 11:15, deur die Balju vir die Landdroshof te 182 Leeupoortstraat, Boksburg, naamlik:

Sekere Gedeelte 33 van Erf 82, Delmore-uitbreiding 1, Boksburg, Registrasieafdeling IR, Transvaal, ook bekend as 5 Princess Avenue, Delmore Park Extension 1, Boksburg, groot 1 000 vierkante meter, gehou deur Malvern Coetzer, gehou onder Akte van Transport T40370/92.

Sonering: Residensiële.

Spesiale gebruiksvergunninge of vrystellings: Geen.

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

Woning met sement stene, teëldak, bestaande uit sitkamer, eetkamer, kombuis, vier slaapkamers, twee toilette, stort en twee badkamers.

Buitegeboue: Enkelmotorhuis, swembad en plaveisel met staalhek.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% ten tye van die verkoping en die onbetaalde balans plus rente teen 16% (sestien persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouvereniging waarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

2. *Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju, Leeupoortstraat 182, Boksburg.

Gedateer te Alberton op hede die 2de dag van Desember 1993.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Tel. 907-9813.) (Verw. E. Ungerer/PP/N1783.)

Saak 5699/91

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletu Home Loans**, Eiser, en **S. S. Phethane**, Eerste Verweerder, en **E. S. Phethane**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof van Witbank, en 'n lasbrief vir eksekusie gedateer 18 Oktober 1993, sal die vaste eiendom hierin genoem, in eksekusie verkoop word voor die Landdroshof, Delvillestraat, op Vrydag, 7 Januarie 1994 om 08:30:

Erf 3081, kwaGuqa-uitbreiding 5, Witbank, Registrasieafdeling JS, Transvaal, grootte 200 (tweehonderd) vierkante meter.

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

Gedateer te Witbank op hierdie 3de dag van Desember 1993.

Van Heerden & Brummer (Ingelyf), Prokureurs vir Eiser, Derde Verdieping, Disagebou, Escombestraat, Privaatsak X7286, Witbank, 1035. (Verw. mev. Els/4086-52334.)

Saak 5505/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Boland Bank Beperk**, Eiser, en **Johan Frederick du Toit**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak, sal 'n verkoping gehou word by die verkoopslokaal te Sinodalesentrum, NG Kerk, Visagiestraat 234, Pretoria, op Dinsdag, 18 Januarie 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die veilingafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Hooggeregshof, Pretoria-Noord, voor die verkoping ter insae sal lê:

Erf 128 (Gedeelte 3), geleë in die dorpsgebied van East Lynne, Pretoria, Registrasieafdeling JR, Transvaal, en beter bekend as Hans Donsstraat 13, East Lynne, Pretoria, groot 1 276 vierkante meter, gehou kragtens Akte van Transport T8030/90.

Verbeterings: 'n Woonhuis bestaande uit drie slaapkamers, badkamer, eetkamer, sitkamer, kombuis, toilet, motorafdak, sinkdak en muurromheining.

Die bovermelde inligting in verband met verbeterings op die eiendom word verstrek maar geen waarborg kan daarvoor gegee word nie.

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

Van der Merwe Du Toit & Fuchs, Prokureurs vir die Eiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mnr. v/d Merwe/nvz/EB 3 0028.)

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

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Lombard, Hermanus Stephanus**,
First Defendant, and **Lombaard, Katharina Susanna**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Sheriff's Office, 8 Park Street, Kempton Park, on 13 January 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the premises of the Sheriff prior to the sale, at the offices of the Sheriff:

Lot 748, Estherpark Extension 1 Township, Registration Division IR, Transvaal, measuring 1 200 (one thousand two hundred) square metres, held by Deed of Transfer T52608/87, situated at 30 Petrea Street, Estherpark Extension 1, Kempton Park.

Improvements: The following improvements are reported to be on the property but nothing is warranted or guaranteed:

Lounge, two bathrooms, dining-room, two toilets, three bedrooms, two garages, carport and kitchen.

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

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

Dated at Johannesburg on this 7th day of December 1993.

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

Saak 29171/90
PH 9

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

In die saak tussen **Bankorp Beperk**, Eiser, en **Rahme, Elizabeth-Ann Rosarine**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogenoemde Agbare Hof, 'n lasbrief ter eksekusie, gedateer 16 November 1992, word die volgende eiendom in eksekusie verkoop op 13 Januarie 1994 om 10:00, by die kantoor van die Balju vir die Hooggeregshof, Marshallstraat 131, Johannesburg, aan die hoogste bieder:

Sekere resterende gedeelte van Erf 1978, Highlands-Noord-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 743 (sewehonderd drie-en-veertig) vierkante meter, bekend as Sewende Laan 35, Highlands-Noord, bestaande uit vier slaapkamers, vier toilette, drie badkamers, twee sitkamers, eetkamer, twee kombuise, waskamer en geteelde balkon agter en voor. Geteelde dak. *Buite:* Dubbelgarage, bediendekamer, bediendetoilet, badkamer en swembad. Baksteen oprit.

Niks in die verband word gewaarborg nie.

Die volledige voorwaardes van verkoping wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantore van die Balju vir die Hooggeregshof, Marshallstraat 131, Johannesburg.

Gedateer te Johannesburg op die 16de dag van November 1993.

Knobel & Meyburgh, Eiser se Prokureurs, Tweede Verdieping, Protea Assurance House, hoek van Bakerstraat en Sturdeelaan, Rosebank, Johannesburg; Posbus 2555, Parklands, 2121. (Tel. 880-8074/5.) (Verw. I54/K316/EK.)

Case 8560/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Mpikayiphele Johan Ngobese**, Defendant

On 14 January 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 25, Vosloorus Extension 7, Registration Division IR, Transvaal, situated at 25 Vosloorus Extension 7, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 2nd day of December 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H78.)

Saak 1105/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOÛ TE RUSTENBURG

In die saak tussen **NBS Bank Limited**, Eiser, en **Charles Bertram Schwartz**, Eerste Verweerder, en **Cornelia Johanna Schwartz**, Tweede Verweerder

Eksekusieverkoping gehou te word te die Landdroshof, hoek van Klopper- en Van Stadenstraat, Rustenburg, op die 14 Januarie 1994 om 11:00, van:

Sekere: 'n Eenheid bestaande uit Deel 2, soos getoon en volledig beskryf op Deelplan SS77/1987, in die gebou of geboue bekend as Bergsig, geleë te Erf 647, Safarituine-uitbreiding 4-dorpsgebied, Plaaslike Bestuur Rustenburg, bekend as te hoek van Kwikkie- en Canarylaan, Safarituine 4, Rustenburg, gehou kragtens Transport Akte SB90476/92.

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

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

Die verkoopvoorwaardes kan ingesien word by die kantore van die geregsbode, Rustenburg.

A. Mitchell, vir Weiss Combrink & Vennote, Steenstraat 19, Rustenburg. (Verw. mnr. Mitchell/ES.)

Case 5717/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Annie Talita Nkosi**, Defendant

On 14 January 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 17859, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17859 Vosloorus Extension 25, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 29th day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00894.)

Case 2473/93

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Mahomed Hoosen Ebrahim**, First Defendant, and **Sajida Ebrahim**, Second Defendant

Kindly take notice that pursuant to a judgment granted on 1 November 1993, and warrant of execution dated 5 November 1993, the following property will be sold in execution on 21 January 1994 at 11:00, at the offices of the Magistrate's Court, 439 Prince George Avenue, Brakpan:

Erf 1230, Leachville Extension 1 Township. Registration Division IR, Transvaal.

Improvements: Lounge, dining-room, three bedrooms, kitchen and bathroom. *Outbuildings:* Single garage, toilet, precast walling, known as 5 Gordonia Street, Leachville/Dalpark, Brakpan.

Terms and conditions:

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

Conditions: The full conditions of sale may be inspected at the Sheriff of the Magistrates' Courts Office, Brakpan.

Dated at Benoni on this the 7th day of December 1993.

Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni; P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1128.)

Case 10797/91

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Duma Paulos Mthombothi**, Defendant

Kindly take notice that pursuant to a judgment granted on 11 March 1992, and warrant of execution dated 29 October 1993, the following property will be sold in execution on 26 January 1994 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

All the Defendants right, title and interest in the leasehold in respect of Erf 1784, Etwatwa Extension 2 Township, Registration Division IR, Transvaal.

Improvements: Single-storey under metal, lounge, three bedrooms, bathroom, toilet and wire fence, known as Erf 1784, Etwatwa Extension 2, Daveyton, Benoni.

Terms and conditions:

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

Conditions: The full conditions of sale may be inspected at the Sheriff of the Magistrates' Courts Office, Benoni.

Dated at Benoni on the 7th day of December 1993.

J. D. Gilchrist, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni; P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N933.)

Case 1767/90

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

In the matter between **Natal Building Society Ltd**, known as NBS Bank Ltd, Plaintiff, and **Lucas Castillo Aronje**, First Defendant, and **Simone Wilma Aronje**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Westonaria, District of Westonaria, and writ of execution the property listed hereunder which was attached on 1 November 1993, will be sold in execution on Friday, 21 January 1994 at 10:00, in front of the Magistrate's Court, President Steyn Street, Westonaria, to the highest bidder:

Erf 135, Lawley Extension 1 Township, Registration Division IQ, Transvaal, in extent 404 (four hundred and four) square metres, situated at 135 Cod Place, Lawley Extension 1.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single-storey, built of bricks and painted plaster, under 26 degree pitched tiled roof. *Floor:* Fitted carpets and novilon tiles, comprising lounge, kitchen, three bedrooms, bathroom, shower and two w.c.'s. *Outbuildings:* None. *Improvements:* Boundary fencing.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, First Floor, Barclay Centre, Edwards Avenue, Westonaria. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Westonaria on this the 6th day of December 1993.

Truter Crous Wiggill & Vos, Plaintiff's Attorneys, United Building, 88 Briggs Street, Westonaria. (Tel. 753-1188.) (Ref. Mr Kruger/eb/N114.)

Case 2977/90

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

In the matter between **Natal Building Society Ltd**, now known as NBS Bank Ltd, Plaintiff, and **Prashanjit Prashanjit**, First Defendant, and **Vareena Prashanjit**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Westonaria, District of Westonaria, and writ of execution, the property listed hereunder which was attached on 10 August 1993, will be sold in execution on Friday, 21 January 1994 at 10:00, in front of the Magistrate's Court, President Steyn Street, Westonaria, to the highest bidder:

Erf 3392, Lenasia South Extension 7 Township, Registration Division IQ, Transvaal, in extent 764 (seven hundred and sixty-four) square metres, situated at 3392 Titanium Street, corner of Uranium Place, Lenasia South Extension 7.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single-storey, built of bricks and painted plaster, under 17,5 degree pitched tiled roof with underlay. *Floor:* Fitted carpets and ceramic tiles, comprising lounge, kitchen, two bedrooms, bathroom and w.c. *Outbuildings:* None. *Improvements:* Boundary fencing and gates.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, First Floor, Barclay Centre, Edwards Avenue, Westonaria. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Westonaria on this the 7th day of December 1993.

Truter Crous Wiggill & Vos, Plaintiff's Attorneys, United Building, 88 Briggs Street, Westonaria. (Tel. 753-1188.) (Ref. Mr Kruger/eb/N154.)

Case 718/91

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

In the matter between **Natal Building Society Limited** (now known as NBS Bank Limited), Plaintiff, and **Mervyn Munisamy**, First Defendant, and **Regina Munisamy**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Westonaria, District of Westonaria and writ of execution the property listed hereunder which was attached on 16 November 1993, will be sold in execution on Friday, 21 January 1994 at 10:00, in front of the Magistrate's Court, President Steyn Street, Westonaria, to the highest bidder:

Erf 3262, Lenasia South Extension 7 Township, Registration Division IQ, Transvaal, in extent 614 (six hundred and fourteen) square metres, situated at 3262 Silicon Crescent (5th off Phosphorus Street) Migson Manor, Lenasia South Extension 7.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence*: (single storey), built of bricks and painted plaster, under 17,5 degree pitched tiled roof with underlay. *Floor*: Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom, shower and two w.c.'s. *Outbuildings*: None. *Improvements*: Boundary fencing, feature walling and gates.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, First Floor, Barclay Centre, Edwards Avenue, Westonaria. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Westonaria on this the 6th day of December 1993.

Truter Crous Wiggill & Vos, Plaintiff's Attorneys, United Building, 88 Briggs Street, Westonaria. (Tel. 753-1188.) [Ref. Mr Kruger/eb/N86 (2).]

Case 11574/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tanana Richard Mabaso**, First Defendant, and **Josephine Cathrine Mabaso**, Second Defendant

On 14 January 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 17834, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17834 Vosloorus Extension 25, Boksburg.

Improvements: Vacant stand.

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

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

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

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

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

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

Dated at Boksburg on this the 26th day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref Mrs L. Pinheiro/H00982.)

Case 12285/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Vutomi Lucia Golele** (in her capacity as representative of the estate of the late **Rhurhani Machael Golele**), Defendant

On 14 January 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of 102 Vosloorus Extension 4, Registration Division IR, Transvaal, situated at 102 Vosloorus Extension 4, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 29th day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref Mrs L. Pinheiro/H00990.)

Saak 6933/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **P. Morake**, Eerste Verweerder, en **M. Morake**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 26 Oktober 1993, en 'n lasbrief vir eksekusie gedateer 22 Oktober 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 12 Januarie 1994 om 10:00, deur die Balju vir die Landdroshof te Johriahof, Du Plessisstraat, Alberton, naamlik:

Sekere Standplaas 1121, Likole-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Standplaas 1121, Likole-uitbreiding 1-dorpsgebied, groot 343 vierkante meter, gehou deur P. Morake en M. Morake, onder Akte van Transport TL53402/89.

Sonering: Residensieel.

Spesiale gebruiksvergunninge of vrystellings: Geen.

Die Vonnis skuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: *Hoofgebou:* Teëldak met gepleisterde baksteen mure bestaande uit kombuis, sitkamer, twee slaapkamers en badkamer met toilet. *Buitegeboue:* Geen.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 16% (sestien persent) per annum, tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

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

Gedateer te Alberton op hede die 30ste November 1993.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N1948.)

Saak 7564/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **L. Chetty**, Eerste Verweerder, en **D. Chetty**, Tweede Verweerder

Ter uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 16 November 1993, en 'n lasbrief vir eksekusie gedateer 9 November 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 12 Januarie 1994 om 10:00, deur die Balju vir die Landdroshof te Johriahof, Du Plessisstraat, Alberton, naamlik:

Sekere Standplaas 387, Palm Ridge-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as 1 Combretum Drive, Palm Ridge-dorpsgebied, groot 910 vierkante meter, gehou deur L. Chetty en D. Chetty, gehou onder Akte van Transport T11586/90.

Sonering: Residensieel.

Spesiale gebruiksvergunninge of vrystellings: Geen.

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

Hoofgebou: Teëldak met gepleisterde baksteenmure bestaande uit kombuis, sitkamer/eetkamer, drie slaapkamers, een en 'n halwe badkamer met twee toilette en stort.

Buitegeboue: Geen.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 16% (sestien persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goeagekeurde bank- en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

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

Gedateer te Alberton op hede die 30ste dag van November 1993.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N2015.)

Saak 6707/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **M. F. Rapola**, Eerste Verweerder, en **D. T. Rapola**, Tweede Verweerder

Ter uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 29 Oktober 1993, en 'n lasbrief vir eksekusie gedateer 26 Oktober 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 12 Januarie 1994 om 10:00, deur die Balju vir die Landdroshof te Johriahof, Du Plessisstraat, Alberton, naamlik:

Sekere Standplaas 889, Likole-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Standplaas 889, Likole-uitbreiding 1-dorpsgebied, groot 308 vierkante meter, gehou deur M. F. Rapola en D. T. Rapola onder Akte van Transport TL6475/88.

Sonering: Residensiëel.

Spesiale gebruiksvergunninge of vrystellings: Geen.

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

Hoofgebou: Teëldak met gepleisterde baksteenmure bestaande uit kombuis, sitkamer/eetkamer, drie slaapkamers, patio en badkamer met toilet.

Buitegeboue: Geen.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 16% (sestien persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goeagekeurde bank- en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

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

Gedateer te Alberton op hede die 30ste dag van November 1993.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N1941.)

Saak 4244/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Bepark**, Eiser, en **Zolile Morrison Maseti**, Eerste Verweerder, en **Thembeka Julia Maseti**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 19 November 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 12 Januarie 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 7697, eMbalenhle-uitbreiding 5, geleë in die dorp eMbalenhle, Registrasieafdeling IS, Transvaal, groot 250 (twee vyf nul) vierkante meter.

Beskrywing van eiendom: Slaapkamer, badkamer, kombuis en sitkamer.

Geteken te Secunda op hede hierdie 30ste dag van November 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Perm-gebou, Secunda, 2302. (Tel. 31-2550.)

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Machakela Abel Molise**, Eerste Verweerder, en **Sizani Martha Molise**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 19 November 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 12 Januarie 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 4287, eMbalenhle-uitbreiding 5, geleë in die dorp eMbalenhle, Registrasieafdeling IS, Transvaal, groot 260 (twee ses nul) vierkante meter.

Beskrywing van eiendom: Drie slaapkamers, badkamer, kombuis, sitkamer en eetkamer.

Geteken te Secunda op hede hierdie 30ste dag van November 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Perm-gebou, Secunda, 2302. (Tel. 31-2550.)

Saak 3821/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Zakkariya Yastaqim Moosa**, Eerste Verweerder, en **Aneesha Cassim Moosa**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof, verkry op 12 Oktober 1993 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaars op 12 Januarie 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping, welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 2722, Kinross-uitbreiding 17, geleë in die dorp Kinross, Registrasieafdeling IS, Transvaal, groot 622 (ses twee twee) vierkante meter.

Beskrywing van eiendom: Drie slaapkamers, een en 'n half badkamer, kombuis, sitkamer en eetkamer.

Geteken te Secunda op hede hierdie 30ste dag van November 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Perm-gebou, Secunda, 2302. (Tel. 31-2550.)

Saak 1961/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Peter Isaac Daniëls**, Eerste Verweerder, en **Naomi Sara Daniëls**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof, verkry op 23 Junie 1993 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaars op 12 Januarie 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping, welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 2508, Kinross-uitbreiding 17, geleë in die dorp Kinross, Registrasieafdeling IS, Transvaal, groot 630 (ses drie nul) vierkante meter.

Adres: Kanariestraat 17, Kinross.

Beskrywing van eiendom: Drie slaapkamers, een en 'n half badkamer, kombuis, sitkamer en eetkamer.

Geteken te Secunda op hede hierdie 30ste dag van November 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Perm-gebou, Secunda, 2302. (Tel. 31-2550.)

Saak 4242/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Mtema Tascar Mnisi**, Eerste Verweerder, en **Xavier Nokuthula Mnisi**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof, verkry op 19 November 1993 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaars op 12 Januarie 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping, welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 4835, eMbalenhle-uitbreiding 9, geleë in die dorp eMbalenhle, Registrasieafdeling IS, Transvaal, groot 400 (vier nul nul) vierkante meter.

Beskrywing van eiendom: Drie slaapkamers, badkamer, kombuis en sitkamer.

Geteken te Secunda op hede hierdie 30ste dag van November 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Perm-gebou, Secunda, 2302. (Tel. 31-2550.)

Saak 3820/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Mshinyane Simon Jiyane**, Veweerder

Ingevolge die vonnis in bogenoemde Agbare Hof, verkry op 14 Oktober 1993 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 12 Januarie 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping, welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 4629, eMbalenhle-uitbreiding 9, geleë in die dorp eMbalenhle, Registrasieafdeling IS, Transvaal, groot 671 (ses sewe een) vierkante meter.

Beskrywing van eiendom: Vier slaapkamers, twee badkamers, kombuis, sitkamer, eetkamer en vier motorhuise.

Geteken te Secunda op hede hierdie 30ste dag van November 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Perm-gebou, Secunda, 2302. (Tel. 31-2550.)

Saak 3970/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Boy Jeremiah Mofokeng**, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof, verkry op 2 November 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 12 Januarie 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping, welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 5097, eMbalenhle-uitbreiding 9, geleë in die dorp eMbalenhle, Registrasieafdeling IS, Transvaal, groot 400 (vier nul) vierkante meter.

Beskrywing van eiendom: Twee slaapkamers, badkamer, kombuis en sitkamer.

Geteken te Secunda op hede hierdie 30ste dag van November 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Perm-gebou, Secunda, 2302. (Tel. 31-2550.)

Saak 15973/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, (voorheen bekend as Saambou-Nasionale Bouvereniging Beperk, Eiser, en **Johanna Kriek**, Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 21 September 1993, en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 13 Januarie 1994 om 10:00, by die kantoor van die Balju, Pretoria-Wes, Olivettigebou, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder verkoop word:

Sekere: Deel 21, soos getoon en volledig beskryf op Deelplan SS158/85 in die skema bekend as Flaminkhof ten opsigte van die grond en gebou of geboue geleë te Erf 1502, Pretoria Plaaslike Owerheid, Stadsraad van Pretoria van welke deel die vloeroppervlakte volgens genoemde deelplan 98 vierkante meter groot is; en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken.

Groot: 98 (aght-en-negentig) vierkante meter.

Gehou: Gehou kragtens Akte van Transport ST96005/92.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit een verdieping naamlik: Twee slaapkamers, sitkamer, eetkamer, kombuis en badkamer met stort.

Die wesenlike verkoopvoorwaardes:

- (a) Die verkoping sal per openbare veiling aan die hoogste bieder verkoop word, sonder reserwe.
- (b) Onmiddellik na die verkoping sal die koper die verkoopvoorwaardes onderteken, wat ter insae is te die kantoor van die Balju van die Hof, Pretoria-Wes.
- (c) Die koper sal alle nodige bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende alle oordragkoste, oordragbelasting, munisipale belasting, belasting, lisensies, sanitêre koste, rente, ens.
- (d) Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant by ondertekening van die verkoopvoorwaardes betaal, die balans betaalbaar by 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 van die Hooggeregshof, binne 14 (veertien) dae na die verkoping verstrek te word.
- (e) Die koper moet die afslagselde op die dag van die verkoping betaal.

Die volledige verkoopvoorwaardes lê ter insae te die kantoor van die Balju, Pretoria-Wes.

Geteken te Pretoria hierdie 19de dag van November 1993.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/Marie/R9337.)

Saak 4585/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **Mej. N. L. Tshabangu**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 19 Augustus 1993, toegestaan is, op 7 Januarie 1994 om 10:00, te die Landdroskantoor, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Sekere Erf 3870, kwaGuqa-uitbreiding 7, Witbank, Registrasieafdeling JS, Transvaal, groot 280 vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport TL21163/93.

Die verkoping is onderhewig aan die volgende voorwaardes:

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

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne 30 (dertig) dae vanaf datum van verkoping. Die koper moet binne genoemde periode 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 belastings, heffings ensovoorts op die eiendom asook rente op die koopprys soos deur die Skuldeiser bepaal.

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

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

Saak 7417/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **M. J. Jacobs**, Eerste Verweerder, en **H. C. Jacobs**, Tweede Verweerder

Ter uitvoerlegging van 'n vonnis in die Landdros Hof, Alberton, gedateer 23 September 1992, en 'n lasbrief vir eksekusie gedateer 23 September 1992, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 12 Januarie 1994 om 10:00, deur die Balju vir die Landdros Hof te Johriahof, Du Plessisstraat, Alberton, naamlik:

Sekere Standplaas 385, Roodebult-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Camelthornstraat 111, Roodebult, groot 805 vierkante meter, gehou deur Marius Jan Jacobs en Hilda Catharina Jacobs onder Akte van Transport T50581/91.

Sonering: Residensieel.

Spesiale gebruiksvergunninge of vrystellings: Geen.

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

Hoofgebou: Teëldak met gepleisterde baksteenmure bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers en twee badkamers.

Buitegeboue: Bediendekamer met toilet en motorhuis.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 20% (twintig persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

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

Gedateer te Alberton op hede die 14de dag van November 1993.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N94.)

Saak 3834/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Frank Mhlupheki Mabaso**, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 14 Oktober 1993 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 12 Januarie 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregteelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 8596, eMbalenhle-uitbreiding 12, geleë in die dorp eMbalenhle, Registrasieafdeling IS, Transvaal, groot 272 (twee sewe twee) vierkante meter.

Beskrywing van eiendom: Drie slaapkamers, badkamer, kombuis en sitkamer.

Geteken te Secunda op hede hierdie 30ste dag van November 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Perm-gebou, Secunda, 2302. (Tel. 31-2550.)

Saak 4241/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Sello Andries Ramokhehle**, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 19 November 1993 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 12 Januarie 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 5442, eMbalenhle-uitbreiding 9, geleë in die dorp eMbalenhle, Registrasieafdeling IS, Transvaal, groot 294 (twee nege vier) vierkante meter.

Beskrywing van eiendom: Twee slaapkamers, badkamer, kombuis en sitkamer.

Geteken te Secunda op hede hierdie 30ste dag van November 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Perm-gebou, Secunda, 2302. (Tel. 31-2550.)

Saak 3969/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Steven le Roux**, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 2 November 1993 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 12 Januarie 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 1322, Secunda, geleë in die dorp Secunda, Registrasieafdeling IS, Transvaal, groot 1 226 (een twee twee ses) vierkante meter.

Adres: Lindleystraat 15, Secunda.

Beskrywing van eiendom: Drie slaapkamers, twee badkamers, kombuis, sitkamer, eetkamer en motorhuis.

Geteken te Secunda op hede hierdie 30ste dag van November 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Perm-gebou, Secunda, 2302. (Tel. 31-2550.)

Saak 3831/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Tsotsi Samuel Sibaye**, Eerste Verweerder, en **Disebo Sarah Sibaye**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 14 Oktober 1993 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 12 Januarie 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 5294, eMbalenhle-uitbreiding 9, geleë in die dorp eMbalenhle, Registrasieafdeling IS, Transvaal, groot 363 (drie ses drie) vierkante meter.

Beskrywing van eiendom: Drie slaapkamers, badkamer, kombuis en sitkamer.

Geteken te Secunda op hede hierdie 30ste dag van November 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Perm-gebou, Secunda, 2302. (Tel. 31-2550.)

Saak 1287/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHAL GEHOU TE BETHAL

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Jan Frederik Strydom**, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 6 September 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op Vrydag, 14 Januarie 1994 om 11:00, te die Landdroskantoor, Bethal, Kamer 83, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping, welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 44, geleë in die dorp New Bethal East, Registrasieafdeling IS, Transvaal, groot 2 855 vierkante meter.

Adres: Rogerslaan 10, Bethal-Noord.

Geteken te Bethal op die 1ste dag van Desember 1993.

C. J. van der Merwe, vir Lou van der Merwe, Prokureur vir Eiser, Proteagebou, Markstraat, Bethal.

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

In die saak tussen **Standard Bank van S.A. Beperk** (62/00738/06), Eiser, en **Ignatius Johannes Jooste**, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 18 Januarie 1994 om 10:00, deur die Balju vir die Hooggeregshof, Pretoria-Sentraal, gehou te die Sinodalesentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder:

Gedeelte 5 van Erf 2040, in die dorp Villieria, Registrasieafdeling JR, Transvaal, groot 1 276 vierkante meter, gehou kragtens Akte van Transport T7162/89.

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

Straataadres: 30ste Laan 542, Villieria, Pretoria.

Verbeterings: Woonhuis met sinkdak, sitkamer, familiekamer, kombuis, drie slaapkamers, twee badkamers, garage, twee motorafdakke, buitetoilet, onthaalafdak, draad- en voorafvervaardigde omheining, steenplaveisel, swembad en boorgat.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Pretoria-Sentraal, Tweede Verdieping, Sinodalesentrum, Visagiestraat 228, Pretoria, Transvaal.

Gedateer te Pretoria hierdie 26ste dag van November 1993.

J. A. J. van Rensburg, vir Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 322-4401.) (Verw. V. Rensburg/Z9147/93.)

Case 67/93

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

In the matter between **the Town Council of Springs**, Plaintiff, and **A. Seedat**, Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs, on Friday, 7 January 1994 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 540, Bakerton Extension 4 Township, Registration Division IR, Transvaal, measuring 1 018 (one thousand and eighteen) square metres, also known as 32 Honeysuckle Drive, Bakerton Extension 4, Springs.

Description of property: Vacant stand.

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

Dated at Springs on this the 24th day of November 1993.

H. F. Delpot, of Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, P.O. Box 16, Docex 6, Springs. (Tel. 812-1050.) (Ref. SH/S38891.)

Case 74984/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Andries Hendrik Johannes Venter**, Defendant

A sale in execution will be held on 19 January 1994 at 10:00, at 142 Struben Street, Pretoria, of Erf 1880, situated in the Township of Pierre van Ryneveld Extension 7, Registration Division JR, Transvaal, measuring 1 034 square metres, known as 21 Kirkness Avenue, Kirkness Park, Pierre van Ryneveld Extension 7.

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

Single-storey dwelling, brick walls, fitted carpets, tiles, tiled roof, lounge, dining-room, kitchen, two bedrooms, bathroom, w.c. and fenced.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.9549.)

Case 35442/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Michelle Olga Patricia Visser**, Defendant

A sale in execution will be held on 18 January 1994 at 10:00, at NG Sinodal Centre, 234 Visagie Street, Pretoria, of:

Portion 6 of Erf 324, situated in the Township of Rietfontein, Registration Division JR, Transvaal, known as 607 21st Avenue, Rietfontein.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey, brick walls, corrugated iron roof, fitted carpets, novilon, ceramic, lounge, dining-room, study, kitchen, five bedrooms, shower, bathroom, two w.c.s, TV room, entrance-hall, single garages, double carports, outside w.c., laundry, swimming-pool (fenced), brick paving, borehole and pump, brick walls and gates.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9787.)

Saak 17935/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Bpk.**, Eiser, en **D. Arnoldi**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie, gedateer 22 Junie 1993 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Suid, te Strubenstraat 142, Pretoria, aan die hoogste bieder op 19 Januarie 1994 om 10:00:

Deel 2, soos getoon en meer volledig beskryf op Deelplan SS711/92 in die skema bekend as Elar 1530, geleë in die dorpsgebied Elardus Park, in die plaaslike owerheid van die Stadsraad van Pretoria, groot 118 (eenhonderd en agtien) vierkante meter, beter bekend as Bendorstraat 753 (Deel 2), Elarduspark.

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 so ver dit van toepassing mag wees.

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: 'n Duet bestaande uit 'n sitkamer, eetkamer, kombuis, twee slaapkamers, twee badkamers, stort met motorhuis.

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

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

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. S. du Plessis/mev. Engels/JR38022.)

Case 21357/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Trollip, Alan Robson**, First Defendant, and **Trollip, Anthony Edward**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Kempton Park, at 8 Park Street, Kempton Park, on 13 January 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Kempton Park, prior to the sale:

Certain Erf 78, Norkem Park Township, Registration Division IR, Transvaal, being 43 P. A. du Plessis Street, Norkem Park, Kempton Park, measuring 993 (nine hundred and ninety-three) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof comprising an entrance-hall, lounge, dining-room, kitchen, scullery, three bedrooms, bathroom, two w.c.'s, garage and w.c.

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

Dated at Johannesburg on the 10th day of November 1993.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 52-8666.) [Ref. Mrs Teixeira/AF6345 (AB945).]

Saak 369/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Renier de Beer**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof, op 28 September 1993 die onderstaande eiendom te wete:

Erf 1511, Geduld-uitbreiding-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Rhodeslaan 15, Geduld-uitbreiding, Springs, in eksekusie verkoop sal word op 7 Januarie 1994 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

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

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

Buitegeboue: Motorhuis, bediendekamer en toilet.

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

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

Saak 3241/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

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

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

Erf 13170, kwaThema-dorpsgebied, Registrasieafdeling IR, Transvaal, in eksekusie verkoop sal word op 7 Januarie 1994 om 15:00, aan die hoogste bieder, by die kantore van die Balju Landdroshof, Vierde Straat 66, Springs.

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

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

Buitegeboue:

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

Gedateer te Springs op hede die 2de dag van November 1993.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. J. A. Kruger/SST/P 757.)

Case 08015/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Louw: Brian Colin**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 13 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 63, Eldoradopark Township, Registration Division IQ, Transvaal, area 278 (two hundred and seventy-eight) square metres, situated at 23 Ametis Street, Eldoradopark, Johannesburg.

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

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

Dated at Johannesburg on 12 November 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN5:NT98.)

31390/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Davids: Ismail**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 13 January 1994 at 10:00, of the undermentioend property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:«

Certain Erf 4976, Eldoradopark Extension 4 Township, Registration Division IQ, Transvaal, area 501 (five hundred and one) square metres, situated at 57 Oranjezicht Street, Eldoradopark Extension 4.

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

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 00 and a minimum of R100 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on 12 November 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535) (Ref. ForeclosuresN5:NT248.)

Case 15956/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Daniels: Stanley**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 9 Elna Randhof Building, corner of Selkrik and Blairgowrie Drive, Randburg, on Tuesday, 11 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 526, Sundowner Extension 7 Township, Registration Division IQ, Transvaal, area 1 320 (one thousand three hundred and twenty) square metres, situated at 5 Tourmaline Street, Sundowner Extension 7, Randburg.

Improvements (not guaranteed): A house under tiled roof consisting of two bedrooms, bathroom, lounge, kitchen, swimming pool with precast and brick walls around the property.

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

Dated at Johannesburg on 12 November 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN4:NB6.)

Case 9828/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gunn-Henderson: Lynnette Brenda**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 14 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain: Erf 235, Allensnek Extension 4 Township, Registration Division IQ, Transvaal.

Area: 960 (nine hundred and sixty) square metres.

Situation: 1022 Tuiste Street, Roodepoort.

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

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

Dated at Johannesburg on 12 November 1993.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N4:NB100.)

Case 7750/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Hartman: Robert Carlise Thorpe**, First Defendant, and **Hartman: Aletta Petronella**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 14 January 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain: Portion 1 of Erf 3054, Brakpan Township, Registration Division IR, Transvaal, being 99A Muir Avenue, Brakpan.

Measuring: 496 (four hundred and ninety-six) square metres.

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

Building built of brick and plaster, tiled roof comprising entrance hall, lounge, two bedrooms, bathroom, kitchen, garage and w.c.

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

Dated at Johannesburg on this the 11th day of November 1993.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 52-8666.) [Ref. Mrs Teixeira/AU0148 (AU148).]

Case 9135/93

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

In the matter between **Caltex Oil S A (Pty) Limited**, Plaintiff, and **Dr F. D. Swart Trading, as Vaalkraans Garage**, Defendant

Pursuant to a judgment against the above Defendant of the above Honourable Court in the above-mentioned matter, dated 6 July 1993, and an attachment of execution, the following property of the Defendant will be sold in execution on Friday, 7 January 1994 at 10:00, before the offices of the SA Police, Main Hoedspruit Tunnel Road, Hoedspruit, to the highest bidder subject to the conditions which will be read by the auctioneer at the sale:

Portion 71 (a portion of Portion 6) of the farm Liverpool 202, Registration Division KT, Transvaal, measuring 21,4134 hectares and held under Deed of Transfer T50107/85.

The following improvements are situated on the property although in this respect nothing is guaranteed: A rondavel with thatched roof consisting of a lounge/dining-room, kitchen, bedroom and bathroom. The property is supplied with Escom power. There are three zinc rondavels on the property. There is also a swimming pool on the property with appurtenances. The property adjoins the Olifants River.

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

The full conditions of sale are lying for inspection at the offices of the Sheriff of the Supreme Court, 16 Medical Centre, 60 Tambotie Street, Phalaborwa. (Tel. 3-365.)

Dated at Pretoria on this the 11th day of November 1993.

MacIntosh Cross & Farquharson, Attorneys for Plaintiff, 210 Permanent Buildings, 246 Paul Kruger Street, Pretoria. (Ref. Mr Van der Merwe/V556/93.)

Case 13805/92

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

In the matter between **Standard Credit Corporation Limited**, Plaintiff, and **Karel Hendrik Jacobs**, Defendant

In pursuance of a judgment in the Magistrate's Court, Klerksdorp, and a warrant of execution dated 30 April 1993, the following property will be sold in execution on Friday, 14 January 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, at 23 Leask Street, Klerksdorp, to the highest bidder:

Certain: Erf 30, Dawkinsville Township, Registration Division IP, Transvaal, measuring 656 (six hundred and fifty-six) square metres, held by Deed of Transfer T22400/83.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the Deed of Transfer T22400/83 in so far as these are applicable.

2. The following improvements on the property have been reported but nothing is guaranteed: A dwelling with the usual outbuildings.

3. *Terms:* The purchase price shall be paid as follows: Ten per centum (10%) thereof on the signing of the conditions of sale and the unpaid balance together with interest thereon at current mortgage bond rates from date of sale to date of payment to be paid or secured within (30) thirty days by an approved bank or building society guarantee.

4. *Conditions:* The full conditions of sale will be read by the Sheriff of the Magistrate's Court immediately prior to the sale and may be inspected at this office or at the offices of Waks & Brady, W.B. Chambers, 17 Noord Street, Klerksdorp.

Dated at Klerksdorp this the 3rd day of November 1993.

I. Cohen, for Waks & Brady, W.B. Chambers, 17 Noord Street, Klerksdorp, 2570.

Saak 353/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHAL GEHOU TE BETHAL

In die saak tussen **United Bank Beperk**, Eksekusieskuldeiser, en **Elsie Dorathea Branders**, Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak van bovermelde Hof en 'n lasbrief tot uitwinning, gedateer 1 April 1993, sal die ondervermelde eiendom op 14 Januarie 1994 om 11:00, by die Landdroeskantoor, Kamer 83, Bethal, aan die hoogste bieder verkoop word:

Resterende Gedeelte van Erf 536, Bethal, Vermootenstraat 94, Registrasieafdeling IS, Transvaal, groot 1 604 vierkante meter, gehou kragtens Akte van Transport T18582/90.

Geteken te Bethal hierdie 9de dag van November 1993.

E. van der Walt, vir De Klerk & Van der Walt, Clercqstraat 14, Posbus 47, Bethal. (Verw. E3200.)

Case 44247/91

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Hermanus Stephanus Prinsloo**, Defendant

A sale in execution will be held on 19 January 1994 at 10:00, at 142 Struben Street, Pretoria, of:

Erf 48, situated in the Township Waterkloof Heights Extension 3, Registration Division JR, Transvaal, measuring 2 390 square metres, known as 85 Driekoppen Road, Waterkloof Heights Extension 3.

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

Single-storey dwelling, brick walls, fitted carpets, ceramic tiles, tiled roof, lounge, dining-room, study, kitchen, pantry, four bedrooms, two bathrooms, two showers, two w.c.'s, dress nook, front stoep, balcony, entrance-hall, TV-room, laundry, double door garage but space for four cars in line, servant's room with w.c. and bathroom, boundary, brick drive and pavings, brick walls, concrete swimming-pool and area with lapa.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M9207.)

Case 11255/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Molefe Tebogo Isaac**, First Defendant, and **Molefe Tebogo Dorcas**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the sales room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 14 January 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the sales room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

Erf 1335, Dobsonville Township, Roodepoort, Registration Division IQ, Transvaal, measuring 279 (two hundred and seventy-nine) square metres, situated at 1335 Molebatsi Street, Dobsonville Township, Roodepoort.

The following information is furnished in respect of the improvements, though in his respect nothing is guaranteed:

Dwelling under iron roof, lounge, two bedrooms and kitchen. *Outbuildings:* Two servants' quarters and single garage.

The property is zoned residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 24th day of November 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M20778/PC.)

Case 26721/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Moloi Mbuti Leonard**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the sales room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 14 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the sales room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9391, Dobsonville Extension 3 Township, Registration Division IQ, Transvaal, measuring 264 (two hundred and sixty-four) square metres, situated at Erf 9391, Dobsonville Extension 3 Township.

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

Dwelling under tile roof, two bedrooms, bathroom, kitchen and dining-room.

The property is zoned residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 24th day of November 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M24649/PC.)

Case 15443/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nxumalo Alfred**, First Defendant, and **Nxumalo Collin**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, in front of the Magistrate's Court, Pollock Street, Randfontein, on 14 January 1994 at 14:15, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer in front of the Magistrate's Court, Pollock Street, Randfontein, prior to the sale:

All the right, title and interest in the leasehold in respect of Erf 5162, Mohlakeng Extension 3 Township, Registration Division IQ, Transvaal, measuring 240 (two hundred and forty) square metres, situated at Erf 5162, Mohlakeng Extension 3 Township.

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

Dwelling under tile roof, two bedrooms, bathroom, kitchen and lounge/dining-room.

The property is zoned Residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 25th day of November 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N23553/PC.)

Case 19235/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Zigelaar Gopolang Johannes**, First Defendant, and **Zigelaar Tessa**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, in front of the Magistrate's Court, Pollock Street, Randfontein, on 14 January 1994 at 14:15, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer in front of the Magistrate's Court, Pollock Street, Randfontein, prior to the sale:

Erf 1631, Toekomsrus Extension 1 Township, Registration Division IQ, Transvaal, measuring 726 (seven hundred and twenty-six) square metres, situated at 1631 Pearl Street, Toekomsrus Extension 1 Township.

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

Dwelling under tile roof, three bedrooms, bathroom, kitchen, lounge and dining-room.

The property is zoned Residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 12th day of November 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. Z23892/PC.)

Case 11234/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Brown, Quentin Kevin**, First Defendant, **Brown, Martha Catherine Jacoba**, Second Defendant, and **Du Plessis, Alida Magdalena Wilhelmina**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, in front of the Magistrate's Court, Pollock Street, Randfontein, on 14 January 1994 at 14:15, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer in front of the Magistrate's Court, Pollock Street, Randfontein, prior to the sale:

Remaining Extent of Erf 380, Randfontein Township, Registration Division IQ, Transvaal, measuring 572 (five hundred and seventy-two) square metres, situated at 53 Village Street, Randfontein Township.

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

Dwelling under iron roof, two shops, three offices and 15 carports.

The property is zoned Residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 18th day of November 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. B23334/PC.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mahanke Matlouti Jacob N.O.**, First Defendant, and Executor in the estate late **Mahanke Modungoa Ishmael**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 13 January 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Portion 13 of Erf 182, Mid-Ennerdale Township, Registration Division IQ, Transvaal, measuring 496 (four hundred and ninety-six) square metres, situated at 182 Seventh Avenue, Mid-Ennerdale Township.

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

Vandalised dwelling.

The property is zoned Residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M23441/PC.)

Case 22171/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nhlapo Sydney**, First Defendant, and **Nhlapo Naomi Rebecca**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 13 January 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 3569 (now renumbered Erf 10553), Pimville Zone 3 Township, Registration Division IQ, Transvaal, measuring 274 (two hundred and seventy-four) square metres, situated at Erf 10553, Pimville Zone 3 Township.

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

Single storey dwelling, two bedrooms, dining-room and kitchen. Outbuildings: Three servants' quarters and three garages.

The property is zoned Residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 22nd day of November 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N16114/PC.)

Case 21027/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Makubu Sibenye Daniel**, First Defendant, and **Makubu Johanna**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 13 January 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 198, Dhlamini Township, Registration Division IQ, Transvaal, measuring 244 (two hundred and forty-four) square metres, situated at Erf 198, Dhlamini Township.

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

Detached single storey dwelling under asbestos roof. Outbuildings: Garage, two servants' quarters and fenced with mesh.

The property is zoned Residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 17th day of November 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M12742/PC.)

Case 18886/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maduko Gositang Essau**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 13 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 6, Protea North Township, Registration Division IQ, Transvaal, measuring 240 (two hundred and forty) square metres, situated at Erf 6, Protea North Township.

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

Dwelling under tiled roof, lounge, dining-room, kitchen, three bedrooms and bathroom.

The property is zoned Residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 18th day of November 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M23870/PC.)

Case 21314/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Masiko Shella Wasina**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 13 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 1075, Tladi Township, Registration Division IQ, Transvaal, measuring 271 (two hundred and seventy-one) square metres, situated at Erf 1075, Tladi Township.

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

Dwelling under iron roof, two bedrooms, kitchen, dining-room and two garages.

The property is zoned Residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 17th day of November 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M23972/PC.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nkutha Mateu Mathews**, First Defendant, and **Nkutha Makhosazana Vera**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 13 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 1739, Moroka Township, Registration Division IQ, Transvaal, measuring 470 (four hundred and seventy) square metres, situated at Erf 1739, Moroka Township.

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

Single storey dwelling under tiled roof, lounge, kitchen and two bedrooms.

Outbuilding: Two garages and single servant's quarters.

The property is zoned residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N16153/PC.)

Case 12081/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nthupisang Stanley Mosimanegape**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit a sale without reserve will be held by the Sheriff, in front of the Magistrate's Court, President Steyn Street, Westonaria, on 14 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer in front of the Magistrate's Court, President Steyn Street, Westonaria, prior to the sale:

Erf 2727, Bekkersdal Township, Westonaria, Registration Division IQ, Transvaal, measuring 312 (three hundred and twelve) square metres, situated at Erf 2727, Bekkersdal Township, Westonaria.

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

Dwelling under asbestos roof, two bedrooms, lounge, kitchen and bathroom.

The property is zoned residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 18th day of November 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N23387/PC.)

Case 23240/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mokoatle Martius Matthews**, First Defendant, and **Mokoatle Jeanett Mdomela**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit a sale without reserve will be held by the Sheriff, in front of the Magistrate's Court, President Steyn Street, Westonaria, on 14 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer in front of the Magistrate's Court, President Steyn Street, Westonaria, prior to the sale:

Erf 3137, Bekkersdal Township, Westonaria Registration Division IQ, Transvaal, measuring 280 (two hundred and eighty) square metres, situated at 3137 Panyapanya Street, Bekkersdal Township, Westonaria.

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

Dwelling under tiled roof, bedroom, dining-room, bathroom and kitchen.

The property is zoned residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M24126/PC.)

Case 76094/1993

PH 46

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

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **Hlubi, Thandiwe, Jonas**, Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 27 September 1993, issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, in front of the Johannesburg Magistrate's Court House, Fox Street Entrance, Johannesburg, to the highest bidder, on 28 January 1994 at 10:00:

Certain unit consisting of section 79, as shown and more fully described on Sectional Plan SS77/86, in the scheme as shown and more fully described on Sectional Plan SS77/86 in the scheme known as City Gardens, in respect of the land and building or buildings situated at Johannesburg Township, Johannesburg Local Authority, held by Deed of Transfer ST23431/92, measuring 37 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 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 simplex unit residence consisting of entrance-hall, bedroom, bathroom and w.c.

3. **Terms:** The purchase price shall be paid as to 10% (ten per cent) 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 cent) 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 at the office of the Sheriff of the Court.

Dated at Johannesburg on this the 3rd day of December 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/N121.)

Saak 16327/90

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Nasionale Bouvereniging Beperk**, Eiser, en **Nyembe, Mazithulele Hillion**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die Verweerder se reg op huurpag in die volgende eiendom op 12 Januarie 1994 om 10:00, verkoop word deur die Balju te Johriahof, Du Plessisweg 4, Florentia, Alberton, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 528, Mngadi-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 300 vierkante meter (geleë te 528 Mngani-uitbreiding 2, Katlehong).

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

Enkelverdiepingwoonhuis met sit/eetkamer, twee slaapkamers, badkamer en kombuis.

Gedateer hierdie 7de dag van Desember 1993.

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

Saak 18256/90

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

In die saak tussen **Saambou Nasionale Bouvereniging Beperk**, Eiser, en **Logan, John Cedric Guyan**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 13 Januarie 1994 om 10:00, verkoop word deur die Balju te kantore van die Balju, Standard Chambers, Vierde Verdieping, Presidentstraat, Germiston, op voorwaardes wat by sy kantoor ingesien kan word:

Deel 29, soos getoon en volledig beskryf op Deelplan SS15/1988, in die gebou of geboue bekend as Elandshof, geleë te Georgetown-dorpsgebied, Plaaslike Owerheid Germiston Stadsraad, waarvan die vloeroppervlakte 112 vierkante meter groot is (nou bekend as Golden Grove Woonstelle) (ook bekend as Golden Grove Woonstelle, Blok Hyacinth F1, Woonstel F1, Oosthuizenstraat, Georgetown, Germiston).

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

Woonstel bestaande uit sit/eetkamer, drie slaapkamers, kombuis, badkamer/toilet, aparte toilet, motorhuis en stoor.

Gedateer hierdie 7de dag van Desember 1993.

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

Saak 7843/93

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

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

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 13 Januarie 1994 om 10:00, verkoop word deur die Balju se kantore van van die Balju, Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

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

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

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

Gedateer hierdie 9de dag van Desember 1993.

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

Saak 14165/93

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Van Wyk Cornelius Abraham**, Eerste Verweerder, en **Van Wyk Yolande**, Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 13 Januarie 1994 om 10:00, verkoop word deur die Balju te kantore van die Balju, Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 20, Kenilworth-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 495 vierkante meter, ook bekend as Donnellystraat 187, Kenilworth.

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

Enkelverdiepingwoonhuis met sitkamer, twee slaapkamers, badkamer, stort, toilet, kombuis en dubbelmotorhuis.

Gedateer hierdie 9de dag van Desember 1993.

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

Saak 33741/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beherende Liggaam van Drakensberg Regspersoon**, Eiser, en **mev. G. J. J. Engelbrecht**, Eerste Verweerder, en **A. S. Engelbrecht**, Tweede Verweerder

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof op 23 Junie 1993, en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 13 Januarie 1994 om 10:00, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, te wete:

1. (a) *Aktekantoorbeskrywing*: Eenheid 40, geleë te Resterende Gedeelte 1 van Erf 652, van die skema bekend as Drakensberg, Skemanommer SS74/82, groot 49 vierkante meter onder Geregistreerde Titelnommer ST74/82 (40) (Unit).

(b) *Straatadres*: Drakensberg 408, Skinnerstraat 195, Pretoria.

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

Eenman- (bachelor) woonstel, badkamer en toilet, sitkamer en kombuis, gebou met sement en stene.

2. *Verkoopvoorwaardes*:

2.1 Die eiendom sal verkoop word, sonder reserve aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalinge van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig, asook die reëls daarkragtens neergelê.

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

2.3 Die volledige verkoopvoorwaardes lê vir inspeksie ter insae te die Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria, asook te die Landdroshof, Pretoria, Pretoriusstraat, Pretoria, en sal deur die Balju voor die verkoping uitgelees word.

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

Geteken te Pretoria op hede die 13de dag van Desember 1993.

E. Y. Stuart, Prokureur vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.)
(Verw. E. Y. Stuart/AM/3923.)

Case 14959/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Platt: Kenneth Michael**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Germiston, at Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 13 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: Erf 133, Hurlyvale Township, Registration Division IR, Transvaal, situation 11 St John Road, Hurlyvale, area 1 126 (one thousand one hundred and twenty-six) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom with separate toilet, kitchen, lounge, dining-room, garage/store-room, swimming-pool, under tiled roof, staff quarters with outside ablutions, brick driveway and enclosed with precast walls.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price; or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR291E/mgh/tf.)

Case 9658/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Tshabangu: Mampe Christina**, First Defendant, and **Kelepa: Mateboho Augustina**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of Sheriff, Alberton, at Johria Court, 4 Du Plessis Street, Alberton, on Wednesday, 12 January 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Site 3429, Tokoza Extension 1 Township, Registration Division IR, Transvaal, situation Site 3429 Tokoza Extension 1, area 413 (four hundred and thirteen) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen and dining-room under asbestos roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendants has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NG332E/mgh/tf.)

Saak 33744/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beherende Liggaam van Mayvillas Regspersoon**, Eiser, en **mej. L. C. Lubbe**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof op 27 Julie 1993 en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 13 Januarie 1994 om 10:00, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, te wete:

1. (a) *Akteskantoorbeskrywing:* Eenheid 44, geleë te Erf 85, van die Skema bekend as Mayvillas, Skemanommer SS156/85, groot 79 vierkante meter onder geregistreerde Titelnommer ST156/85(44)(UNIT).

(b) *Straatadres:* Mayvillas 32, hoek van Paul Kruger- en Greenstraat, Mayville, Pretoria.

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

2. Verkoopvoorwaardes:

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

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

2.3 Die volledige verkoopvoorwaardes lê vir inspeksie ter insae te die Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria, asook die Landdroshof van Pretoria, Pretoriusstraat, Pretoria, en sal deur die Balju voor die verkoping uitgelees word.

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

Geteken te Pretoria op hede die 13de dag van Desember 1993.

E. Y. Stuart, Prokureur vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.) (Verwysing: E. Y. Stuart/AM/3916.)

Case 27852/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gow: Valentine**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Westonaria, at the entrance to the Magistrate's Court, Westonaria, on Friday, 7 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 1321, Lawley Extension 1 Township, Registration Division IQ, Transvaal, situated at 1321 Neon Tetra Crescent, Lawley Extension 1, area 400 (four hundred) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, dining-room, under tiled roof, concrete driveway and enclosed with wire fencing.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price, or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NI56E/mgh/tf.)

Case 21163/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Minter: Arthur Charles**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 6 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 609, Croydon Extension 1 Township, Registration Division IR, Transvaal, situated at 9 Limoniet Road, Croydon Extension 1, area 1 507 (one thousand five hundred and seven) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen/laundry, lounge, dining-room, garage/store-room, swimming-pool, under tiled roof, staff quarters with outside ablution, brick driveway and enclosed with precast walls.

Terms: A cash payment immediately on the property being knocked down to the purchaser of either (i) 10% (ten per cent) of the purchase price, or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this 19th day of November 1993.

Maisels Smit & Lowndes, Attorneys for the Plaintiff, 12th Floor, Medical Centre, Johannesburg. (Tel. 337-3142.) (Ref. BR193E/mgh/tf.)

Case 25547/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Makhoe: Mogapi Samuel**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 6 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain all right, title and interest in the leasehold in respect of Erf 2913, Pimville Zone 2 Township, Registration Division IQ, Transvaal, situated at Erf 2913, Pimville Zone 2, area 359 (three hundred and fifty-nine) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, dining-room, under asbestos roof and enclosed with precast walls.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price, or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NO45E/mgh/tf.)

Case 30275/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Van der Meer, Fransiscus Cornelis**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 6 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 236, Judith's Paarl Township, Registration Division IR, Transvaal.

Situation: 94 Ascot Road, Judith's Paarl, Johannesburg.

Area: 447 (four hundred and forty-seven) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge/entrance hall, garage/store-room, under iron roof, two staff quarters with outside ablutions, bitumen driveway and enclosed with precast and brick walls.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either:

(i) 10% (ten per cent) of the purchase price; or

(ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR304E/mgh/tf.)

Case 03901/92

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Louw, Alastair David**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 6 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 1097, Yeoville Township, Registration Division IR, Transvaal.

Situation: 30 Dunbar Street, Yeoville.

Area: 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Two bedrooms, one and a half bathrooms, kitchen/pantry/scullery, lounge/entrance hall, study, garage/store-room, under iron roof, staff quarters with outside ablution, slate driveway and enclosed with brick walls.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either:

(i) 10% (ten per cent) of the purchase price; or

(ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Johannesburg on this the 11th day of November 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR092E/mgh/tf.)

Case 27520/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mabele, Ngadi Roseline**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 6 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain:

1. A unit consisting of:

(a) Section 18, as shown and more fully described on Sectional Plan SS1/81, in the building or buildings known as Hermann Court, situated at Johannesburg Township, in the area of the Johannesburg Local Authority, of which the floor area, according to the sectional plan is 138 (one hundred and thirty-eight) square metres in extent; and

(b) An undivided share in the common property in the land and 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.

Situation: Flat 201/2, Hermann Court, 13 Paul Nel Street, Hillbrow, Johannesburg.

Area: 138 (one hundred and thirty-eight) square metres.

Improvements (not guaranteed): Two bedrooms, two and a half bathrooms, kitchen, lounge, dining-room, Parking Bay No. 16, swimming-pool in complex, under concrete/plaster roof and Staff Quarters Utility No. 9.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either:

- (i) 10% (ten per cent) of the purchase price; or
- (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. N027E/mgh/tf.)

Case 24193/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Viljoen, Francois Gerhardus Petrus**, First Defendant, and **Beyl, Laura Irene**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 6 January 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 732, Bezuidenhout Valley Township, Registration Division IR, Transvaal.

Situation: 66 8th Avenue, Bezuidenhout Valley.

Area: 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, enclosed porch, garage/store-room, under iron roof, staff quarters with outside ablutions, concrete driveway and enclosed with precast walls.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either:

- (i) 10% (ten per cent) of the purchase price; or
- (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR147E/mgh/tf.)

Case 21289/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Kretzen: Johanna Maria**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 6 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 249, Troyeville Township, Registration Division IR, Transvaal.

Situation: 30 Wilhelmina Street, Troyeville.

Area: 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, dining-room, lounge, garage, carport, jacuzzi, staff quarters, concrete driveway, enclosed with precast walls under iron roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either:

- (i) 10% (ten per cent) of the purchase price; or
- (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR215E/mgh/tf.)

Case 23899/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Chetty: Sathianandan**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Westonaria, at the entrance to the Magistrate's Court, Westonaria, on Friday, 7 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 3015, Lenasia South Extension 2 Township, Registration Division IQ, Transvaal.

Situation: 3015 Kingfisher Street, Lenasia South Extension 2.

Area: 420 (four hundred and twenty) square metres.

Improvements (not guaranteed): Three bedrooms, one and a half bathrooms, kitchen, dining-room, paved driveway, enclosed with wire fencing and under tiled roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either:

(i) 10% (ten per cent) of the purchase price; or

(ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Johannesburg on this the 24th day of November 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NV136E/mgh/tf.)

Case 29381/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Phiri: Peter Kome**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 6 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Lot 670, Tladi Township, Registration Division IQ, Transvaal.

Situation: 670 Tladi, Soweto.

Area: 485 (four hundred and eighty-five) square metres.

Improvements (not guaranteed): Two bedrooms, kitchen, dining-room, two garages/store-room, under iron and asbestos roof and enclosed with brick walls.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either:

(i) 10% (ten per cent) of the purchase price; or

(ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Johannesburg on this the 24th day of November 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. OZ96E/mgh/tf.)

Case 24302/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, and **Cannell Owen Derek**, First Defendant, and **Cannell Belinda Cruadina**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 13 January 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 530, Naturena Township, Registration Division IQ, Transvaal, measuring 1.043 m², held by the Defendants under Deed of Transfer T37903/1992, being 21 Vesting Road, Naturena.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, family room, three bedrooms, two bathrooms, separate w.c., kitchen and garage.

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

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

Dated at Johannesburg this 21st day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Erasmus/cvnd.) (Account No. Z75495.)

Case 7884/92
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, and **Allen Denise Sandra**, 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 of the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg, on Thursday, 13 January 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Remaining extent of Erf 89, Crown Gardens Township, Registration Division IR, Transvaal, measuring 450 m², held by the Defendant under Deed of Transfer T6251/89, being 32 Ring Road, Crown Gardens, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, three bedrooms, bathroom/w.c., servant's room and w.c.

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

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

Dated at Johannesburg this 21st day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Erasmus/cvnd.) (Account No. Z45034.)

Case 16378/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, **Behrendt Darryl Cedric**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg at 131 Marshall Street, Johannesburg on Thursday, 13 January 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Section 110, as shown and more fully described on Sectional Plan SS17/1992 in the scheme known as Villa Alto Douro in respect of the land and building or buildings situated at Township of Jeppestown, Johannesburg Local Authority and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, as well as two exclusive areas described as garage M83 and room R100 respectively, measuring 103 m², held by the Defendant under Deed of Transfer ST37861/1992, being Flat B20, Villa Alto Bouro, Berg Street, Jeppestown, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, two bedrooms, bathroom/w.c., separate w.c., kitchen and garage.

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

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

Dated at Johannesburg this 21st day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Erasmus/cvdm.) (Account No. Z70019.)

Case 25228/93
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, and **Pelser Curt Nicolaas**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg at 131 Marshall Street, Johannesburg on Thursday, 13 January 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 720 and Erf 721, Geymont Township, Registration Division IQ, Transvaal, measuring 248 m², held by the Defendant under Deed of Transfer T44027/91, being 41 11th Street, Greyfont.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, scullery, two bedrooms, bathroom, separate w.c./shower, kitchen, sun room/porch, garage, servant's room and outside toilet.

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

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

Dated at Johannesburg this 21st day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Erasmus/cvdm.) (Account No. Z50618.)

Case 24304/93
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Filmlalter Elmarie**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 12 January 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff of the Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Erf 1828, Brackenhurst Extension 2 Township, Registration Division IR, Transvaal, measuring 1 449 (one hundred and forty-nine) square metres, held by the Defendant under Deed of Transfer T26603/92, being 18 Violtjie Street, Brackenhurst Extension 2, Alberton.

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

The dwelling consists of lounge, dining-room, family room, study, kitchen, three bedrooms, two bathrooms/w.c. and three carports.

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

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

Dated at Johannesburg this 22nd day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Account Z75506.) (Tel. 836-5251.) (Ref. Ms Erasmus/cvdm.)

Case 24291/93

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Hatzigiannidis Stavros**, First Defendant, and **Hatzigiannidis Freda**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 12 January 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff of the Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Erf 635, Randhart Extension 1 Township, Registration Division IR, Transvaal, measuring 1 778 (one hundred and seventy-eight) square metres, held by the Defendants under Deed of Transfer T5299/91, being 115 Elizabeth Eybers Street, Randhart Extension 1, Alberton.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., separate w.c./shower, kitchen, double garage, servant's room and outside w.c.

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

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

Dated at Johannesburg this 22nd day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Account Z75632.) (Tel. 836-5251.) (Ref. Ms Erasmus/cvdm.)

Case 24147/93

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Peixoto Carlos Diamantino Da Conceicao**, First Defendant, and **Peixoto Dulce Manuela**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 13 January 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 264, Melville Township, Registration Division IR, Transvaal, measuring 743 (seven hundred and forty-three) square metres, held by the Defendants under Deed of Transfer T21847/78, being 128 Third Avenue, Melville.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, two bathrooms, kitchen, pantry, laundry, breakfast nook, servant's room and outside bathroom.

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

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

Dated at Johannesburg this 21st day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Account Z75112.) (Tel. 836-5251.) (Ref. Ms Erasmus/cvdm.)

Case 10525/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Rasul Yussaf**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 13 January 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 474, Newclare Township, Registration Division IQ, Transvaal, measuring 531 (five hundred and thirty-one) square metres, held by the Defendant under Deed of Transfer T17610/90, being Newclare Mini Market, 30 Steytler Street, Newclare.

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

The dwelling consists of lounge, dining-room, kitchen, three bedrooms, bathroom/w.c. and w.c./shower.

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

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

Dated at Johannesburg this 21st day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Account Z67712.) (Tel. 836-5251.) (Ref. Ms Erasmus/cvdn.)

Case 25230/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, and **Erf 273 Parkwood CC**, First Defendant, and **Abelheim, Michael Benjamin**, Second Defendant, and **Blacher, Ian Leigh**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 13 January 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 273, Parkwood Township, Registration Division IR, Transvaal, measuring 948 square metres, held by the Defendants under Deed of Transfer T9489/92, being 141 Jan Smuts Avenue, Parkwood, Johannesburg.

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

The dwelling consists of entrance-hall, lounge, dining-room, four bedrooms, two bathrooms/w.c./shower, kitchen, separate w.c., two servants' rooms and outside bathroom/shower.

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

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

Dated at Johannesburg this 21st day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No.: Z52713.) (Ref. Ms Erasmus/cvdn.)

Case 16213/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Lemon, William Joseph**, First Defendant, and **Lemon, Matilda**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 12 January 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Erf 1108, Roodekop Township, Registration Division IR, Transvaal, measuring 805 square metres, held by the Defendants under Deed of Transfer T57896/1992, being 7 Bushbuck Street, Roodekop.

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

The dwelling consists of entrance-hall, lounge, dining-room, kitchen, three bedrooms, bathroom, bathroom/w.c. and shower, w.c., servants room/w.c., shower, garage and carport.

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

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

Dated at Johannesburg this 25th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z71499/Ms Erasmus/hs.)

Case 22327/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Williamson, Robert**, First Defendant, and **Williamson, Mary Elizabeth**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 12 January 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Erf 1665, Mayberry Park Township, Registration Division IR, Transvaal, measuring 1 053 square metres, held by the Defendants under Deed of Transfer T15511/1992, being 25 Vaalbos Street, Mayberry Park, Alberton.

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

The dwelling consists of lounge, dining-room, family room, three bedrooms, bathroom/w.c., separate w.c. and shower, kitchen, sun room, outside w.c. and swimming-pool.

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

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

Dated at Johannesburg this 2nd day of December 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74931/Ms Erasmus/hs.)

Case 18711/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Hattingh, Gottlieb Rudolf**, First Defendant, and **Hattingh, Leonie May**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 12 January 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

2149 Albertsdal Extension 8 Township, Registration Division IR, Transvaal, measuring 945 square metres, held by the Defendants under Deed of Transfer T52926/1992, being 102 Langkloof Street, Albertsdal Extension 8, Alberton.

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

The dwelling consists of entrance-hall, lounge, dining-room, three bedrooms, bathroom, separate w.c. and kitchen.

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

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

Dated at Johannesburg this 25th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z73057/Ms Erasmus/hs.)

Case 29372/92
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, and **Smith, Gideon Benjamin**, First Defendant, and **Smith, Wilhelmina Adriana**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the salesrooms of the Sheriff for the Supreme Court, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 14 January 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 94, Groblerpark Extension 29 Township, Registration Division IQ, Transvaal, measuring 708 m², held by the Defendants under Deed of Transfer T29742/1989, being 792 Zwartland Street, Groblerspark, Roodepoort.

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

The Dwelling consists of entrance-hall, lounge, dining-room, three bedrooms, bathroom/w.c. and shower.

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

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

Dated at Johannesburg this 5th day of November 1993.

Routledge Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z55901/FCLS/WR/Mr Brewer/djl.) (Account No. Z55901.)

Case 17114/93
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Botha, Ronel**, First Defendant, and **Botha, Gerhardus Louis**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the salesrooms of the Sheriff for the Supreme Court, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 14 January 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 210, Lindhaven Township, Registration Division IQ, Transvaal, measuring 706 m², held by the Defendants under Deed of Transfer T9/1992, being 20 Deodor Street, Lindhaven.

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

The Dwelling consists of lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen, garage, servant's room and w.c.

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

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

Dated at Johannesburg this 14th day of November 1993.

Routledge Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z71697/FCLS/WR/Mr Brewer/djl.) (Account No. Z71697.)

Saak 13627/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Standard Bank of South Africa Limited**, Eiser, en **Voice, Victor Ernest**, Verweerder

Ingevolge 'n uitspraak van die bovermelde Hof op 22 Junie 1993, en 'n lasbrief tot beslaglegging, sal die onderstaande eiendom op 11 Januarie 1994 om 10:00, te Elna Randhof 9, hoek van Selkirk- en Blairgowrierylaan, Randburg, aan die hoogste bieder verkoop word:

Gedeelte 2 van Erf 20, Maroeladal-uitbreiding 5, geleë te Victoriastraat 42, Maroeladal, Randburg.

Die reserweprys is: Geen, onderhewig aan bevestiging in terme van verkoopvoorwaardes. Die verkoopvoorwaardes lê ter insae te Elna Randhof 9, hoek van Selkirk- en Blairgowrierylaan, Blairgowrie, Randburg, welke voorwaardes deur die Balju uitgelees sal word voor die veiling.

Geteken te Johannesburg op die 13de dag van Desember 1993.

Bell Dewar & Hall, Eiser se Prokureurs, 20ste Verdieping, Foxstraat 78, Johannesburg. (Tel. 838-8830.) (Verw. mnr. Van den Berg.)

Case 13627/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Voice, Victor Ernest**, Defendant

In execution of a judgment of above Honourable Court, dated 22 June 1993, and writ of execution, the following property will be sold in execution on 11 January 1994 at 10:00, 9 Elna Rand Court, corner of Selkirk and Blairgowrie Drives, Randburg, to the highest bidder:

Portion 2 of Erf 20, Maroeladal Extension 5, situated at 52 Victoria Street, Maroeladal, Randburg.

The reserve price is: None, subject to confirmation in terms of the conditions of sale. The property consists of vacant land.

The terms and conditions of the sale can be inspected at 9 Elna Rand Court, corner of Selkirk and Blairgowrie Drives, Blairgowrie, Randburg, which conditions will be read out by the Sheriff, Randburg, prior to the sale.

Signed at Johannesburg on this 13th day of December 1993.

Bell Dewar & Hall, Plaintiff's Attorneys, 20th Floor, 78 Fox Street, Johannesburg. (Ref. Mr Van den Berg/40457.)

To: The Registrar of the above Honourable Court.

Saak 3960/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **Nedbank**, 'n **Divisie van Nedcor Bank Bepark**, Eiser, en **W. A. van Aardt**, Verweerder

Nademaal Eksekusieskuldeiser op 29 Julie 1993, in die Landdroshof van Boksburg, vonnis geneem het teen die skuldenaar, sal die eiendom hieronder genoem, in eksekusie verkoop word op Vrydag, 14 Januarie 1994 om 11:00, te die Boksburg se Balju, te adres Prince Georgelaan 439, Brakpan, aan die hoogste bieder:

Erf 1109, Dalpark-uitbreiding 9, Brakpan, Registrasieafdeling IR, Transvaal, grootte 895 m² (agthonderd vyf-en-negentig vierkante meter), gehou te Titellakte T41432/1989, Akte van Oordrag T44768/1991, ook bekend as Wordsworthstraat 28, Dalpark, Brakpan.

Geen waarborg of onderneming word gegee in verband met die verbeterings wat aangebring is wat soos volg beskryf word:

Hoofgebou: Sitkamer, eetkamer, hoof- plus twee slaapkamers, twee badkamers, kombuis en carport.

Buitegeboue:

Motorhawe: Dubbel.

Huisbediendes: Toilet.

Omheining: Precast (gesplete punte).

Boukonstruksie: Mure: Gepleisterde bakstene en dak: Teëls.

Die essensiële voorwaardes van die verkoop is:

(a) Die verkoping sal gehou word by wyse van 'n openbare verkoping en die eiendom word sonder voorbehoud en voetstoots verkoop.

(b) Onmiddellik na die verkoop sal die koper die voorwaardes van verkoping onderteken, wat nagegaan kan word by die kantore van die Balju van die Landdroshof, Brakpan, te Prince Georgelaan 439, Brakpan.

(c) Die koper moet alle bedrae nodig om transport van die eiendom volgens wet in sy naam oor te dra, betaal, insluitende die fooie van transport, hereregte, alle agterstallige munisipale of ander owerheidsheffings ook enige rente op voormelde bedrae, indien nodig asook enige Belasting op Toegevoegde Waarde (indien nodig).

(d) Die koopprys moet soos volg betaal word:

(i) 'n Deposito van 10% (tien persent) van die verkoopprys in kontant of bankgewaarborgde tjeks by ondertekening van die voorwaardes.

(ii) Die balans tesame met rente daarop bereken teen die rentekoers wat gehef word op die bestaande verbande oor die eiendom vanaf die datum van aankoop tot en met datum van registrasie van transport van die eiendom in die naam van die koper, welke bedrag verseker moet word deur 'n bevredigende bank- of bougenootskapwaarborg, welke waarborg aan die Balju voorsien moet word binne 14 (veertien) dae vanaf datum van ondertekening hiervan.

(iii) Indien die rente in paragraaf (d) (ii) nie voldoende is om die rente te betaal wat verskuldig is op enige bedrae verskuldig aan preferente skuldeisers dan en in sodanige geval sal die koper verplig wees om die tekort van die rente verskuldig aan die preferente skuldeiser ook te betaal vanaf datum van verkoop van datum van registrasie van transport van die eiendom in die naam van die koper.

(e) Indien die koper versuim om enige van sy verpligtinge ingevolge hierdie verkoopvoorwaardes na te kom kan die koop summier deur die Landdros op grond van 'n verslag aan die Balju en na behoorlike kennisgewing aan die koper, gekanselleer word en die eiendom kan weer te koop aangebied word.

Gedateer te Benoni op hierdie die 24ste dag van November 1993.

J. L. Jordaan, vir Austin-Jordaan, Prokureurs vir Eksekusiekrediteur, Howardslaan 94, Benoni. (Tel. 421-7128/7132.) (Verw. mnr. J. Jordaan.)

Case 11173/93
PH 267

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

In the matter between **ABSA Bank Ltd**, United Bank Division, formerly known as United Bank Ltd, and prior to that United Building Society Ltd, and previously United Building Society, Plaintiff, and **Killian Thomas Richard**, First Defendant, and **Killian Gertruida Maria**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the entrance of the Magistrate's Court, Pollock Street, Randfontein, on Friday, 14 January 1994 at 2:15, undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randfontein, at 40 Park Street, Randfontein.

Erf 1328, Greenhills Township, Registration Division IQ, Transvaal, measuring 1004 m², held by the Defendants under Deed of Transfer T47634/90, being 52 Raven Avenue, Greenhills.

The following consists of: Entrance-hall, lounge, dining-room, three bedrooms/w.c., kitchen, scullery/pantry, two garages, servant's room, shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100,00 (one hundred rand)] on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100,00 (one hundred rand).

Dated at Johannesburg on this the 22nd day of November 1993.

Routledges Inc. Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z68113/FCLS/Mr Brewer/lp.)

Case 24972/93
PH 267

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

In the matter between **ABSA Bank Ltd**, United Bank Division, formerly known as United Bank Ltd, and prior to that United Building Society Ltd, Plaintiff, and **Bonthuys Johannes Berhardus**, First Defendant, and **May Christina Patricia**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 13 January 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 31, Greenside East Township. Registration Division IR, Transvaal, measuring 1 135 (one thousand one hundred and thirty-five) m², held by the Defendants under Deed of Transfer T58748/1992, being 4 Derry Road, Greenside East, Johannesburg.

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

The dwelling consists of entrance-hall, lounge, dining-room, study, three bedrooms, bathroom/w.c., separate w.c./shower, kitchen, pantry, scullery, double garage, two store rooms, w.c., swimming-pool, office and carport.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or 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 R100,00 (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 R100,00 (one hundred rand).

Dated at Johannesburg on this the 21st day of November 1993.

Routledges Inc., Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No.: Z75938) (Ref. Ms Erasmus/cvdm.)

Case 22308/93

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd**, United Bank Division, formerly known as United Bank Ltd, and prior to that United Building Society Ltd, Plaintiff, and **Van der Walt Petrus Gerhardus**, First Defendant, and **Van der Walt Adel**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 13 January 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg.

Erf 14, Langlaagte North Township, Registration Division IR, Transvaal, measuring 675 (six hundred and seventy-five) m², held by the Defendants under Deed of Transfer T42285/1989, being 45 Jason Street, Langlaagte North.

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

The dwelling consists of entrance-hall, lounge, three bedrooms, bathroom/w.c., kitchen, garage, servant's room and outside w.c.

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

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

Dated at Johannesburg on this the 21st day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No.: Z74152.) (Ref. Ms Erasmus/cvdn.)

Case 21805/93

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd**, Allied Bank Division, Plaintiff, and **Nel Nicolaas Hendrik**, 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 salesroom of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort, on Friday, 14 January 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort.

Erf 2107, Witpoortjie, Extension 5 Township, Registration Division IQ, Transvaal, measuring 1 054 (one thousand and fifty-four) m², held by the Defendant under Deed of Transfer T2498/91, being 14 Setlaar Street, Witpoortjie, Roodepoort.

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

The dwelling consists of: Entrance-hall, lounge, three bedrooms, bathroom, w.c., kitchen, garage, servants room, w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100,00 (one hundred rand)] on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100,00 (one hundred rand).

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

Routledges Inc., Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74440/FCLS/Mr Brewer/lp.)

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Booth Peter**, First Defendant, and **Booth Johanna Dorothea**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 12 January 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

Erf 191, Naserhof Township, Registration Division IP, Transvaal, measuring 1 552 (one thousand five hundred and fifty-two) square metres, held by the Defendants under Deed of Transfer T65126/89, being 6 Rowe Street, Naserhof, Klerksdorp.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, study, four bedrooms, three bathrooms, w.c., kitchen, three garages, servant's room, w.c. and swimming-pool.

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

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

Dated at Johannesburg this 18th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.)
(Ref. Z65526/FCLS/Mr Brewer/lp.)

Case 5697/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Vosloo Jacobus Nicolaas**, First Defendant, and **Vosloo Magdel**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the entrance of the Magistrate's Court, Pollock Street, Randfontein, on Friday, 14 January 1994 at 14:15, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randfontein, at 40 Park Street, Randfontein:

Erf 2033, Greenhills Township, Registration Division IQ, Transvaal, measuring 1 332 (one thousand three hundred and thirty-two) square metres, held by the Defendants under Deed of Transfer T30084/92, being 10 Leeu Street, Greenhills, Randfontein.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, double garage and servant's room.

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

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

Dated at Johannesburg this 16th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.)
(Ref. Z65730/FCLS/Mr Brewer/lp.)

Case 26734/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, and **Lobel Denis**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 13 January 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Section 45 as shown and more fully described on Sectional Plan SS46/80 in the scheme known as Greenhills, in respect of the land and building or buildings situated at Township of Killarney, Local Authority Johannesburg, measuring 164 (one hundred and sixty-four) square metres, held by the Defendant under Deed of Transfer ST7856/92, being Unit 45, Flat 509, Greenhills, Ninth Street, Killarney.

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

The dwelling consists of lounge, dining-room, kitchen, three bedrooms, bathroom/w.c., bathroom/shower, separate w.c. and balcony.

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

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

Dated at Johannesburg this 21st day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Account Z75244.) (Tel. 836-5251.) (Ref. Ms Erasmus/cvdm.)

Case 21799/93
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, and **Read Desmond Victor**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 13 January 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Section 5 as shown and more fully described on Sectional Plan SS20/90 in the building or buildings known as Medina Court, situated in Bellevue Township, Local Authority Johannesburg, measuring 62 (sixty-two) square metres, held by the Defendant under Certificate of Registered Sectional Title ST20/90 (5) (Unit), being 5 Medina Court, corner of Cavendish and Hopkins Streets, Bellevue.

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

The dwelling consists of entrance hall, lounge, kitchen, bedroom, bathroom/w.c. and two balconies.

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

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

Dated at Johannesburg this 21st day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Account Z72030.) (Tel. 836-5251.) (Ref. Ms Erasmus/cvdm.)

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, and **Vasiliades Despina Mina**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 13 January 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Remaining extent of Erf 133, Victory Park Extension 6 Township, Registration Division IR, Transvaal, measuring 1 983 m², held by the Defendant of Transfer T3660/1987, being 3 Leighton Road, Victory Park, Johannesburg.

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

The dwelling consists of entrance hall, lounge, two dining-rooms, two family rooms, five bedrooms, games room, kitchen, two bathrooms/w.c., shower/w.c., separate w.c., scullery, double garage, three servants' rooms, swimming-pool, five carports and flat consisting of lounge, bedroom and bathroom/w.c.

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

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

Dated at Johannesburg this 21st day of November 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Ms Erasmus/cvdm.) (Account No. Z68746.)

Case 20451/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Britz Anna Elizabeth**, First Defendant, and **Botha Johan**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk Vermaak & Partners, Overaal, 28 Krugers Avenue, Vereeniging on Thursday, 13 January 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of De Klerk Vermaak & Partners, Overaal, 28 Kruger Avenue, Vereeniging:

Portion 1 of Erf 785, Vereeniging Township, Registration Division IQ, Transvaal, measuring 991 m², held by the Defendants under Deed of Transfer T31652/1991, being 45 Victoria Street, Vereeniging.

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

The dwelling consists of lounge, dining-room, two bedrooms, bathroom/w.c., kitchen, garage, servant's room, store-room and w.c.

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

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

Dated at Johannesburg this 4th day of November 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Z73926/FCLS/WR/Mr Brewer/djl.) (Account No. Z73926.)

Case 10722/93

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, and **Sefolo Douglas**, First Defendant, and **Sefolo Sarah Jamela**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 14 January 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Roodepoort at 182 Progress Avenue, Technikon, Roodepoort.

Erf 811, Strubensvalley Extension 3, Registration Division IQ, Transvaal, measuring 627 m², held by the Defendants under Deed of Transfer T13694/1992, being 985 Sixpence Avenue, Strubensvalley.

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

The dwelling consists of entrance hall, lounge, three bedrooms, bathroom/w.c. and kitchen.

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

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

Dated at Johannesburg this 6th day of November 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Z64087/FCLS/WR/Mr Brewer/djl.) (Account No. Z64087.)

Case 10362/93

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, and **Visagie Deon Rudi**, First Defendant, and **Visagie Shani**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sales Rooms of the Sheriff for the Supreme Court, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 14 January 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Roodepoort at 182 Progress Avenue, Technikon, Roodepoort:

Erf 1484, Roodepoort Township, Registration Division IQ, Transvaal, measuring 495 m², held by the Defendants under Deed of Transfer T5913/1991, being 42 Nel Street, Roodepoort.

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

The dwelling consists of lounge, three bedrooms, two bathrooms/w.c., kitchen, servant's room and garage.

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

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

Dated at Johannesburg this 14th day of November 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Z67747/FCLS/WR/Mr Brewer/djl.) (Account No. Z67747.)

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Kirsten Faruk**, First Defendant, and **Kirsten Ferosa**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 13 January 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg.

Erf 31, Eldorado Estates Township, Registration Division IQ, Transvaal, measuring 1 044 m², held by the Defendants under Deed of Transfer T5916/1990, being 51 Sterre Street, Eldorado Estates.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, servant's room, shower/w.c. and bathroom/w.c./shower.

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

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

Dated at Johannesburg this 14th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72711/FCLS/WR/Mr. Brewer.) (Account No.: Z727711.)

Case 4420/93

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

In the matter between **ABSA Bank Ltd**, trading as Trustbank, Execution Creditor, and **Josiah Mslibi**, Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 24 September 1993, the following property will be sold in execution by the Sheriff of the Magistrate's Court, Vanderbijlpark, on Friday, 28 January 1994 at 10:00, at the Magistrate's Court, Vanderbijlpark:

All right, title and interest in the leasehold in respect of Erf 1472, Sebokeng Unit 6 Extension 3 Township, Registration Division IQ, Transvaal, measuring 322 (three hundred and twenty-two) square metres, held under Certificate of Registered Grant of Leasehold TL50161/90.

Material conditions of sale:

1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, the conditions of the title deed in so far as these are applicable and further subject to the conditions of sale which are referred to in paragraph 4 hereof.

2. The following improvements on the property are reported, but nothing is guaranteed: Single storey with tile roof consisting of:

Main building: Lounge, kitchen, three bedrooms, bathroom, w.c. and fence.

3. 10% (ten per centum) of the purchase price and auctioneer's charges in cash or by bank-guaranteed cheque on the day of the sale, and the balance plus interest at 25% (twenty-five per centum) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court, within 21 days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Vanderbijlpark, at Room 102, Rietbok Building, Generaal Hertzog Avenue, Vanderbijlpark. [Tel. (011) 31-1493.]

Dated at Germiston on this 9th day of December 1993.

P. O. de Lange, for Steenkamp, Theart-Du Plessis, Mey, Execution Creditor's Attorneys, Third Floor, Trust Bank Centre, corner of Victoria and Odendaal Streets, P.O. Box 593, Germiston, 1400; C/o Du Plessis, Pienaar & Swart, Vanderbijlpark. (Ref. 6703/E. Schoeman.)

Case 5260/93

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

In the matter between **ABSA Bank Limited**, trading as Trust Bank, Execution Creditor, **Maria Magdalena Smit**, Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 15 July 1993, the following property will be sold in execution by the Sheriff of the Magistrate's Court, Vereeniging, on Wednesday, 26 January 1994 at 11:00, and from the premises of the said immovable property, namely:

Portion 1 of Erf 788, Vereeniging Township, Registration Division IQ, Transvaal, measuring 1 031 (one thousand and thirty-one) square metres, held under Deed of Transfer T70853/1989, and also known as 38A Joubert Street, Vereeniging.

Material conditions of sale:

1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, the conditions of the title deed in so far as these are applicable and further subject to the conditions of sale which are referred to in paragraph 4 hereof.

2. The following improvements on the property are reported, but nothing is guaranteed:

Main building: Dwelling with corrugated iron roof consisting of lounge, kitchen, three bedrooms, bathroom and two w.c.'s.

Outbuildings: Garage, two servants' rooms and w.c.

Fence: Concrete walls.

3. 10% (ten per centum) of the purchase price and auctioneer's charges in cash or by way of bank-guaranteed cheque on the day of the sale, and the balance plus interest at 25% (twenty-five per centum) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court, within 21 days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Vereeniging, at 41A Beaconsfield Avenue, Vereeniging. Tel. (016) 21-4167/8.

Dated at Germiston on this 9th day of December 1993.

P. O. de Lange, for Steenkamp, Theart-Du Plessis, Mey, Execution Creditor's Attorneys, Third floor, Trust Bank Centre, corner of Victoria and Odendaal Streets, P.O. Box 593, Germiston, 1400. (Ref. 6222/E. Schoeman.)

Case 4661/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON**

In the matter between **ABSA Bank Ltd**, trading as Trustbank, Execution Creditor, and **Mngisi Samuel Mkhwanazi**, First Execution Debtor, and **Josephine Mkhwanazi**, Second Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 24 September 1993, the following property will be sold in execution by the Sheriff of the Magistrate's Court, Alberton, on Wednesday, 19 January 1994 at 10:00, at Johria Hof, 4 Du Plessis Road, Florentia, Alberton:

All right, title and interest in the leasehold in respect of Erf 119, A. P. Khumalo Township, Registration Division IQ, Transvaal, measuring 271 (two hundred and seventy-one) square metres, held under Certificate of Registered Grant of Leasehold TL32735/1989.

Material conditions of sale:

1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, the conditions of the title deed insofar as these are applicable and further subject to the conditions of sale which are referred to in paragraph 4 hereof.

2. The following improvements on the property are reported, but nothing is guaranteed: Single storey consisting of:

Main building: Dining-room, kitchen, two bedrooms and bathroom.

3. 10% (ten per centum) of the purchase price and auctioneer's charges in cash or by way of bank-guaranteed cheque on the day of the sale, and the balance plus interest at 25% (twenty-five per centum) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court, within 21 days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Alberton, at Johria Hof, 4 Du Plessis Road, Florentia, Alberton. Tel. (011) 869-7138.

Dated at Germiston on this 9th day of December 1993.

P. O. de Lange, for Steenkamp, Theart-Du Plessis, Mey, Execution Creditor's Attorneys, Third Floor, Trust Bank Centre, corner of Victoria and Odendaal Streets, P.O. Box 593, Germiston, 1400. (Ref. 6704/E. Schoeman.)

Case 8315/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BENONI HELD AT BENONI**

In the matter between **Bankorp Ltd**, trading as Trustbank, Execution Creditor, and **Averil Latham Labuschagne**, Execution Debtor

In pursuance of a judgment in the above Honourable Court, and a warrant of execution, dated 28 September 1993, the following property will be sold in execution by Libra Auctioneers CC, on Thursday, 20 January 1994 at 11:00, and from the premises of the said immovable property, namely:

Holding 80, Benoni Agricultural Holdings, Registration Division IR, Transvaal, measuring 2,0235 (two comma nought two three five) hectares, held under Deed of Transfer T79787/1988, and also known as 80 Forest Street, Benoni Agricultural Holdings.

Material conditions of sale:

1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, the conditions of the title deed in so far as these are applicable and further subject to the conditions of sale which are referred to in paragraph 4 hereof.

2. The following improvements on the property are reported, but nothing is guaranteed:

Main building: Dwelling with corrugated iron roof consisting of lounge, dining-room, kitchen, laundry, three bedrooms, two bathrooms, rondavel and enclosed verandah.

Outbuildings: Two double garages, store-room, servant's room, toilet and two cottages.

Sundries: Two boreholes.

3. 10% (ten per cent) of the purchase price and auctioneer's charges in cash or by way of bank-guaranteed cheque on the day of the sale, and the balance plus interest at 18% (eighteen per cent) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court, within two days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Benoni, at Second Floor, Room 214, Arcadia Building, 84 Princes Avenue, Benoni. [Tel. (011) 422-3668.]

Dated at Germiston on this 9th day of December 1993.

P. O. de Lange, for Steenkamp, Theart - Du Plessis, Mey, Execution Creditor's Attorneys, Third Floor, Trust Bank Centre, corner of Victoria- and Odendaal Streets, P.O. Box 593, Germiston, 1400. (Ref. 4200/E. Schoeman.)

Case 06838/92

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

In the matter between **Nedcor Bank Limited**, No. 51/00009/06, formerly known as Nedperm Bank Limited, Plaintiff, and **Phelson Ngoanamagasa Mphahlele**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on 13 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain: Unit comprising Section 56 and its undivided share in the common property in the Tudhope Heights Sectional Title Scheme, area 71 square metres, situation Flat 807, Tudhope Heights, Tudhope Avenue, Johannesburg.

Improvements (not guaranteed): A flat comprising bedroom, bathroom, kitchen and lounge/dining-room.

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

Dated at Johannesburg on this 29th day of November 1993.

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7159-044.)

Case 24042/93

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

In the matter between **Nedcor Bank Limited**, No. 51/00009/06, formerly known as Nedperm Bank Limited, Plaintiff, and **Scholey, Brian Joseph John**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on 13 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain: Portion 2 of Erf 727, Melville Township, Registration Division IQ, Transvaal, area 377 square metres, situation 69A Seventh Avenue, Melville East, Johannesburg.

Improvements (not guaranteed): A house under iron roof consisting of an entrance-hall, two bedrooms, bathroom, kitchen, lounge, dining-room, garage, swimming-pool and servants' quarters with brick walls around the property.

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

Dated at Johannesburg on this the 29th day of November 1993.

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7153-091.)

Case 23404/94
PH 2IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NBS Bank Limited**, Plaintiff, and **Pretorius, Zacharia Cornelius Johannes**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, 9 Elna Randhof, corner of Blairgowrie and Selkirk Avenues, Blairgowrie, Randburg, on Tuesday, 18 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Randburg:

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

A single storey dwelling-house consisting of three bedrooms, two bathrooms, two toilets, lounge, dining-room, kitchen, utility room, two garages, servant's room, toilet and shower.

Being: Stand 1911, Ferndale Extension 11, 1911 West Avenue, Ferndale Extension 11, measuring 1 082 square metres, Registration Division IQ, Transvaal, held by the Defendant under Title Deed T85649/91.

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

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

Dated at Randburg this 9th day of December 1993.

B. S. Fourie, for Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg; c/o J. S. G. Coetzee & Coetzee, 56 Von Weilligh Building, corner of Von Weilligh and Market Streets, Johannesburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)

Case 26125/93
PH 2IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NBS Bank Limited**, Plaintiff, and **Investment Randpark Ridge Stand 3421 CC**, First Defendant, **McCarroll, Marie Theresa Jacqueline**, Second Defendant, and **McCarroll, Steven**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, 9 Elna Randhof, corner of Blairgowrie and Selkirk Avenue, Blairgowrie, Randburg, on Tuesday, 18 January 1994 at 10:00, of the undermentioned property of the First Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Randburg.

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

Single storey dwelling-house under tiled roof, consisting of three bedrooms, lounge, dining-room, kitchen, two bathrooms, two showers, three toilets, family room, office, dressing-room, scullery, guest toilet, two garages, servants' quarters, shower and outside toilet.

Being Stand 3421, Randpark Ridge Extension 41 (16 Gardenia Street, Randpark Ridge Extension 41), measuring 1 011 (one thousand and eleven) square metres, Registration Division IQ, Transvaal, held by the First Defendant under Title Deed T34413/90.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Randburg this 2nd day of December 1993.

B. S. Fourie, for Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)

C/o J. S. G. Coetzee & Coetzee, Third Floor, 56 Von Weilligh Building, corner of Market and Von Weilligh Streets, Johannesburg.

Case 4947/93

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

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Kevin Michael Oosterlaak**, Defendant

In execution of a judgment of the above Honourable Court dated 10 June 1993, the following property will be sold in execution on Monday, 24 January 1994 at 10:00, at Du Pisanie Building, Joubert Street, Germiston, to the highest bidder, viz:

Erf 248, Homestead Township, Registration Division IR, Transvaal, measuring 702 (seven hundred and two) square metres, upon which there is a dwelling-house and the usual outbuildings, also known as 2 Michael Avenue, Homestead, Germiston.

Comprising single storey, five rooms, kitchen, bathroom, separate toilet and double garage.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the signing of the conditions of sale and the unpaid balance together with the interest thereon at the rate stipulated in the First Mortgage Bond registered against the property to date of payment within 14 (fourteen) days to be paid or secured by an approved bank or building society guarantee.

Conditions: The full conditions of sale which will be read by the Sheriff, Magistrate's Court, immediately prior to the sale, may be inspected at his offices at Du Pisanie Building, Joubert Street, Germiston, or at the offices of attorneys M. Levine & Freedman, 201-5 United Building, 177 President Street, Germiston.

Dated at Germiston on this the 7th day of December 1993.

A. L. Freedman, for M. Levine & Freedman, 201-5 United Building, 177 President Street, P.O. Box 289, Germiston. (Tel. 873-8914/5.) [Ref. Mr Freedman/OS/50182(G).]

Case 13321/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON**

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Andries Andrew Mashiloane**, Defendant

In execution of a judgment of the above Honourable Court dated 9 November 1993, the following property will be sold in execution on Friday, 28 January 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder, viz:

Erf 821, Dawnpark Extension 2 Township, Registration Division IR, Transvaal, measuring 802 (eight hundred and two) square metres, property also known as 6 Riaana Street, Dawnpark, Boksburg.

Comprising three bedrooms, two bathrooms, lounge, dining-room, double garage, playroom, Gezebo and swimming-pool.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the signing of the conditions of sale and the unpaid balance, together with the interest thereon at the sale stipulated in the First Mortgage Bond registered against the property to date of payment within 14 (fourteen) days to be paid or secured by an approved bank or building society guarantee.

Conditions: The full conditions of sale which will be read by the Sheriff, Magistrate's Court, Boksburg, immediately prior to the sale, may be inspected at his offices at 182 Leeuwpoot Street, Boksburg.

Dated at Germiston on this the 6th day of December 1993.

A. L. Freedman, for M. Levine & Freedman, 201-5 United Building, 177 President Street, P.O. Box 289, Germiston. (Tel. 873-8914/5.) [Ref. Mr Freedman/OS/50197 (G).]

Case 734/93**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Klugman Peter Andrew**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 11 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 16, Bryanbrink Township, Registration Division IR, Transvaal.

Area: 1 506 (one thousand five hundred and six) square metres.

Situation: 17 Milner Road, Bryanbrink, Randburg.

Improvements (not guaranteed): Single storey brick dwelling under tiles, floors carpeted/cut slate/vinyl with underfloor heating, entrance hall, lounge, dining-room, kitchen, laundry, four bedrooms, two bathrooms, shower, and two toilets.

Outbuildings: Two garages, staff quarter with toilet and bath, walled courtyard, brick driveway and terraces, aluminium awnings and walled boundary.

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

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

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

P. le Mottee, for Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/N3100.)

Case 3362/93

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Michael Ernst Schultz**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 24 June 1993 the following property will be sold in execution on 26 January 1994 at 10:00, at the office of the Sheriff for the Magisterial District of Krugersdorp, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, viz:

Portion 1 of Erf 285, Krugersdorp Township, Registration Division IQ, Transvaal, in extent 1 110 (one thousand one hundred and ten) square metres, held by the Defendants under Deed of Transfer T47301/1987, known as 56 Buiten Street, Krugersdorp North.

Upon which is erected a detached single storied dwelling under tile roof consisting of four bedrooms, two bathrooms, kitchen, dining-room, pantry, lounge and family room.

The outbuildings comprise a single garage and servant's quarters. There is an empty swimming-pool.

No guarantee is however given in respect of the foregoing description.

Terms: R8 000 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 the Magisterial District of Krugersdorp) at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

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

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

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

Case 49482/92
PH 317

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

In the matter between **Amlac (Jhb) (Pty) Limited**, Execution Creditor, and **Henco Panelbeaters**, First Execution Debtor, **Jacobus A. Jooste**, Second Execution Debtor, and **Gert Hendrik Muller**, Third Execution Debtor

Be pleased to take notice that the undermentioned goods of the Execution Debtors, having been duly attached shall be sold in execution by the Sheriff of the Magistrate's Court for the District of Johannesburg West, on 11 January 1994 at 11:00, at 290 Main Reef Road, Fordsburg:

The goods to be sold are:

1. 1 Saico Spray Booth.

All goods shall be sold strictly for cash only payable at the sale before delivery of the goods is effected.

Dated at Sandton this 2nd day of December 1993.

Gordon Holtmann, Attorney for Execution Creditor, Fifth Floor, Hyde Park Corner, Jan Smuts Avenue, Sandton. (Tel. 788-1743.) (Ref. T. Francis/sg/A55941.)

Saak 30024/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Africold Components (Pty) Ltd**, Eiser, en **Perfection Refrigeration**, Eerste Verweerder, en **De Bruyn, Christiaan Marthinus**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder reserweprys gehou word deur die Balju te Verkoopslokaal, Vierde Verdieping, Standard Chambers, Germiston, op 13 Januarie 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Balju te Verkoopslokaal, Vierde Verdieping, Standard Chambers, Germiston, voor die verkoping ter insae sal lê (beskryf eiendom asook straatnommer):

Sekere: Erf 135, Parkhill Gardens-dorpsgebied, Registrasieafdeling IR, Transvaal (Cachetweg 66, Parkhill Gardens, Germiston), groot 1 932 (een nege drie twee) vierkante meter, gehou kragtens Akte van Transport T19605/1987.

Die volgende inligting word verskaf in sake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie.

Verbeteringe (geen waarborg word in verband hiermee gegee nie): Enkelverdiepingwoonhuis, eetkamer, sitkamer, drie slaapkamers, TV-kamer, kombuis, waskamer, badkamer, twee toilette, twee motorhuise, sinkdak, prefab heining.

Die erf is as woongebied verklaar.

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

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

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

Van der Walt & Moll Ing., Eiser se Prokureurs, Volkskasgebou 312, Markstraat 76, Johannesburg. (Tel. 834-1517.)
(Verw. mev. Browne/A2/AC11.)

Saak 13308/93

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

In die saak tussen **Sunset Cove CC**, Eiser, en **Sussanna Petronella Gomes**, Verweerderes

Ingevolge die vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bovermelde saak, sal 'n eksekusieverkoping sonder reserweprys plaasvind te die Landdroskantoor, Begemanstraat, Heidelberg, Transvaal, op 21 Januarie 1994 om 09:00, van die vaste eiendom van die Verweerder soos hieronder uiteengesit op die voorwaardes om uitgelees te word deur die afslaer tydens die verkoping en welke voorwaardes ter insae sal wees te die kantore van die Balju voor die veiling:

Skema: SS Sunset Cove, Skema 468/91, Eenheid 21, Woonstel 13, groot 116 (eenhonderd en sestig) vierkante meter, geleë te Gedeelte 135 (gedeelte van Gedeelte 7) van die plaas Koppiesfontein 478 IR, gehou kragtens Akte van Transport ST18370/1993.

Besonderhede van die verbeterings op die eiendom word hierna verstrek, maar nie gewaarborg nie.

Luukse dupleksvakansiewoonstel bestaande uit: Teëldak, drie slaapkamers, oopplankombuis, sitkamer, eetkamer, twee vol badkamers met aparte toilet en wasbak, balkon, spens, motorafdak en stoep. Vloere: Teëls en matte, ingeboude kaste. Waarde ± R75 000.

Die verkoping sal aan die volgende voorwaardes onderhewig wees:

1. Die eiendom sal deur die Balju van Heidelberg verkoop word aan die hoogste bieder, sonder reserwe.
2. Die verkoping geskied in rande en geen bod van minder as een rand sal aanvaar word nie.
3. Indien 'n geskil betreffende 'n bod ontstaan, kan die eiendom weer vir verkoping aangebied word.
4. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. Indien die afslaer vermoed dat 'n bieder nie in staat is om of die deposito wat in voorwaarde (6) genoem word of die balans van die koopprys te betaal nie, kan hy weier om die bod van so 'n bieder te aanvaar of kan dit voorwaardelik aanvaar, totdat die bieder hom oortuig het dat hy in staat is om beide bedrae voorwaardelik aanvaar, totdat die bieder hom oortuig het dat hy in staat is om beide bedrae te betaal. By weiering van 'n bod in die omstandighede, kan die eiendom onmiddellik weer vir verkoping aangebied word.
5. Die koper moet so spoedig doenlik na die verkoping en onmiddellik wanneer die Balju versoek, hierdie voorwaardes onderteken en indien hy as verteenwoordiger gekoop het, die naam van sy prinsipaal vermeld.
 - (a) Die koper moet 'n deposito van tien (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg aan die Balju binne tien (10) dae na die datum van bekragtiging van die verkoping verstrek te word.
 - (b) Indien die transport van die eiendom nie binne een maand na bekragtiging van die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente aan die Eiser teen 23,25% (drie-en-twintig komma twee vyf persent) per jaar en aan enige preferente skuldeiser teen die koers waarteen sodanige skuldenaar geregtig mag wees om rente te hef op die onderskeie bedrae na verloop van een maand na die verkoping tot de datum van transport.
7. As die koper versuim om enige van sy verpligtinge ingevolge die verkoopsvoorwaardes na te kom, kan die koop summier deur 'n regter op grond van 'n verslag aan die Balju en na behoorlike kennisgewing aan die koper, gekanselleer word en die eiendom kan weer te koop aangebied word. Die koper is aanspreeklik vir verliese gelyk vanweë sy versuim en dit kan op aansoek van 'n benadeelde skuldeiser, wie se naam op die Balju se distribusierekening verskyn, van hom verhaal word kragtens vonnis van die regter wat summier op grond van 'n skriftelike verslag aan die Balju gegee word nadat die koper skriftelik in kennis gestel is dat so 'n verslag vir daardie doel voor die regter gelê sal word. As die koper reeds in besit van die eiendom is, kan die Balju met sewe (7) dae kennisgewing by 'n regter 'n uitsettingsbevel kry teen hom of teen iemand wat voorgee deur hom te besit.
8. Die koper moet afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied, op versoek van die prokureur van die Vonnisskuldeiser.
9. Die eiendom kan onmiddellik na betaling van die eerste deposito in besit geneem word en sal na die betaling daarvan op die risiko en tot voordeel van die koper gehou word.
10. Die koper kan onverwyld transport kry as hy die hele koopprys betaal en aan voorwaarde (8) voldoen, in welke geval enige eis vir rente verval. Anders sal transport gegee word eers nadat die koper voorwaardes (6) en (9) hiervan nagekom het.
11. Die Balju kan eis dat enige gebou op die verkoopte eiendom onmiddellik deur die koper vir die volle waarde daarvan verassureer word en dat die assuransiepolis aan hom oorhandig en van krag gehou word vir solank as wat die koopprysnog nie ten volle betaal is nie. As hy dit nie kan doen nie, kan die Balju die assuransië op die koper se koste uitneem.

12. Die eiendom word verkoop soos deur die titelaktes en kaart voorgestel. Die Balju is nie aanspreeklik vir enige tekort wat gevind mag word nie en doen afstand van enige oorskot. Die eiendom word ook verkoop onderhewig aan alle serwitute en voorwaardes in die transport vermeld.

13. Die vonnisskuldeiser is geregtig om 'n prokureur aan te stel om die transport te behartig.

14. Die verkoping is onderhewig aan bekragtiging deur die Vonnisskuldeiser binne 14 (veertien) dae vanaf datum van die verkoping.

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

S. J. Coetzee, Prokureur vir Skuldeiser, Tullekenstraat 27, Berea, Pretoria. (Verw. mev. Coetzee S61.)

Case 09359/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Nhlapo, Simon Mbalekelo**, First Defendant, and **Nhlapo, Popie Dina**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Alberton, at Johriahof, 4 Du Plessis Street, Alberton, on Wednesday, 12 January 1994 at 10:00, of the undermentioned property of the Defendant, on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain all the right, title and interest in the leasehold in respect of Site 423, Mngadi Township, Registration Division IR, Transvaal, situated at Site 423, Mngadi Section, Katlehong, area 279 (two hundred and seventy-nine) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, dining-room, under tiled roof, enclosed with wire fencing.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NG189E/mgh/tf.)

Case 14310/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Ntuthua, Mthuthuzeli Lawrence**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Alberton, at Johriahof, 4 Du Plessis Street, Alberton, on Wednesday, 12 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain all right, title and interest in the leasehold in respect of Site 366, Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Site 11037, formerly 366, Tokoza Extension 2, area 250 (two hundred and fifty) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, dining-room, enclosed with wire fencing, under tiled roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NG114E/mgh/tf.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ndebele, Cosmos Marcus**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 13 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain unit consisting of:

(a) Section 24, as shown and more fully described on Sectional Plan SS31/1980, in the building or buildings known as Estoril, situated at Yeoville Township, in the area of the Johannesburg Local Authority, of which the floor area, according to the said sectional plan is 87 (eighty-seven) square metres in extent, and

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

Situated at Flat 305, Estoril, 6 Hopkins Street, Yeoville, area 87 (eighty-seven) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom with separate toilet, kitchen, lounge/balcony/dining-room, study, under tiled roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 2nd day of December 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR223E/mgh/tf.)

Case 31183/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Chang, Pak Lap**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 13 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 1306, Houghton Estate Township, Registration Division IR, Transvaal, situated at 8 Third Avenue, Houghton, Houghton Estate, area 3 865 (three thousand eight hundred and sixty-five) square metres.

Improvements (not guaranteed): Entrance-hall, lounge, dining-room, family room, four bedrooms, four full bathrooms, shower/toilet, washbasin, kitchen, pantry, double garage, swimming-pool, under tiled roof, enclosed with brick wall, slasto driveway, two staff quarters with bathroom and toilet, two storerooms.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 25th day of November 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR327E/mgh/tf.)

Case 28617/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Rangwashe, Chigago Lazarus**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Boksburg, at 182 Leeuwpoot Street, Boksburg, on Friday, 14 January 1994 at 11:15, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 2121, Dawn Park Extension 8 Township, Registration Division IR, Transvaal, situated at 106 Lancelot Street, Dawn Park Extension 8, area 1 105 (one thousand one hundred and five) square metres.

Improvements (not guaranteed): Lounge, dining-room, two bedrooms, two bathrooms, kitchen, under tiled roof, enclosed with pre-cast walls and wire fencing.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

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

Maisels Smit & Lowndes, Attorneys for the Plaintiff, 12th Floor, Medical Centre, Johannesburg. (Tel. 337-3142.) (Ref. BO2/mgh/tf.)

Case 477/91

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

In the matter between **Sabre Tune Up Centre**, Plaintiff, and **Andreas Ttappous**, Defendant

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

Certain Erf 155, Lilianton, situated on 36 Heather Avenue, in the Township of Lilianton, District of Boksburg, measuring 1 071 (one thousand and seventy-one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising three bedrooms, lounge, dining-room, kitchen, laundry, bathroom, separate toilet, carport, double carport, double garage, store-room.

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 6th day of December 1993.

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. FS4581/A. Hartman.)

Case 857/93

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

In the matter between **Hammond Pole & Dixon Inc.**, Plaintiff, and **Luella Tills**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 15 April 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 19 January 1994 at 10:00, in front of the Magistrate's Court, Jan Smuts Avenue, Randburg, to the highest bidder:

Certain an undivided half share in Erf 365, Lone Hill, situated on 13 Essex Way, in the Township of Lonehill, District of Randburg, measuring 1 144 (one thousand one hundred and forty-four) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, grass roof, comprising lounge, dining-room, two bedrooms, two bathrooms, kitchen, store-room, swimming-pool, brick walls and double 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, Sandton.

Dated at Boksburg on this the 8th day of December 1993.

Hammond Pole & Dixon, Attorney for Plaintiff, Ground Floor, Domicilium, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. H1379E/A. Hartman.)

Saak 310/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Stadsraad van Benoni**, Eiser, en **P. Farah**, Verweerder

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 3 Februarie 1993, en 'n lasbrief vir eksekusie, gedateer 16 Februarie 1993 sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 26 Januarie 1994 om 11:00:

Erf 2172, Benoni-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 190 vierkante meter, geleë te Sesde Straat 17, Northmead, Benoni.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie: 'n Woonhuis bestaande uit drie slaapkamers, sitkamer, kombuis en badkamer. Buitegeboue bestaande uit motorhuis en twee bediendekamers met toilet.

Vernaamste voorwaardes van verkoping:

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

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

3. Koopprijs is soos volg betaalbaar:

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

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

Gedateer te Benoni hierdie 13de dag van Desember 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/CC2082.)

Case 19443/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Evelyn Ann Goosen**, First Defendant, and **Johan Goosen**, in his capacity as Surety, Second Defendant

A sale in execution will be held on Thursday, 13 January 1994 at 10:00, by the Sheriff for Johannesburg, at 131 Marshall Street, Johannesburg, of Portion 1 of Erf 50, situated in the Township of Greenside, Registration Division IR, Transvaal, in extent 1 296 square metres, known as 45 Greenside Road, Greenside, Johannesburg.

Particulars are not guaranteed: Dwelling with family room, lounge, dining-room, kitchen, three bedrooms, bathroom, study, scullery and two staff rooms.

Inspect conditions at Sheriff, Johannesburg, 131 Marshall Street, Johannesburg.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-387504/JAA/J. S. Herbst.)

Case 66904/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Albertus Christiaan Erasmus**, Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 13 January 1994 at 10:00 of:

Section 36, as shown on Sectional Plan SS135/81, in the building Adelinehof, measuring 58 square metres, and an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST135/1981 (36) (unit), dated 23 July 1981.

Known as Flat 9, Adelinehof, 379 Slegtkamp Street, Hermanstad, 0082.

Particulars are not guaranteed: Two bedroomed flat with lounge, dining-room, kitchen, bathroom and single garage.

Inspect conditions at Sheriff, Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-387505/JAA/J. S. Herbst.)

Case 38313/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Owen Wesley Vorster**, First Defendant, and **Petru Nicoline Vorster**, Second Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 13 January 1994 at 10:00, of:

Portion 1 of Erf 177, Parktown Estate Township, Registration Division JR, Transvaal, measuring 1 276 square metres, known as 24 The Grove, Parktown Estate, Pretoria.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, family room, two studies, three bedrooms, two bathrooms, single garage, servant's room and toilet.

Inspect conditions at Sheriff Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-373877/JAA/J. S. Herbst.)

Case 7272/92

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Johannes Jurgens Reynders du Plessis**, Verweerder

A sale in execution will be held on Thursday, 13 January 1994 at 10:00, by the Sheriff for the Supreme Court, Pretoria West, at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

Erf 175, situated in the Township of Capital Park, Registration Division JR, Transvaal, in extent 1 190 square metres, known as 107 Myburgh Street, Capital Park.

Particulars are not guaranteed: Dwelling, lounge, dining-room, kitchen, three bedrooms and one and a half bathroom, scullery and laundry, double garage, staffroom and toilet.

Inspect conditions at Sheriff for the Supreme Court, Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 X 313.) (Ref. N1/B-392369/JAA/M. Oliphant.)

Case 4561/90

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

In the matter between **United Building Society Limited**, Plaintiff, and **F. G. Ellerbeck**, Defendant

A sale in execution will be held on 13 January 1994 at 10:00, by the Sheriff for Pretoria West at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

Remaining Extent of Erf 124 situate in the Town Claremont (Pta) Registration Division JR, Transvaal, in extent 1 632 square metres, known as 1095 Boekenhoutkloof Street, Claremont.

Particulars are not guaranteed:

Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom, laundry, single garage, servant's room and toilet.

Inspect conditions at Sheriff for Pretoria West, 607 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 286770 x 227.) (Ref. N1-C/387526/JAA/Miss A-M Botes.)

Saak 3946/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Eerste Nasionale Bank Beperk**, Eiser, en **Garry Joe Vorster**, Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof, toegestaan op 5 November 1993, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander op Woensdag, 19 Januarie 1994 om 12:00 aan die hoogste bieder, naamlik:

Erf 1305, Kinross-uitbreiding 12-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 1090 (eenduisend en negentig) vierkante meter, gehou kragtens Akte van Transport T57015/91, beter bekend as Tambotiëstraat 8, Kinross.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, versekerer te word deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 (een en twintig) dae daarna, asook 4% (vier persent) afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Cornellweg 21, Evander, besigtig word.

Geteken te Secunda hierdie 6de dag van Desember 1993.

E. J. Louw, vir Els Prokureurs, Prokureurs vir Eiser, Checkersgebou, Posbus 47, Secunda. (Tel. 347788/347739.) (Verw. mev. Louw/eh.)

Saak 3978/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **NBS Bank Beperk**, Eiser, en **Gilliam Christoffel Vermeulen**, Eerste Verweerder, en **Heletje Lofiena Vermeulen**, Tweede Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof, toegestaan op 3 November 1993, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op Woensdag, 19 Januarie 1994 om 12:00, aan die hoogste bieder, naamlik:

Erf 5139, Secunda-uitbreiding 15-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 1135 (eenduisend eenhonderd vyf en dertig) vierkante meter, gehou kragtens Akte van Transport T23393/91, beter bekend as Renosterbergstraat 13, Secunda.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, versekerer te word deur 'n goedgekeurde bank-of bouverenigingwaarborg, gelewer te word binne 21 (een-en-twintig) dae daarna, asook 4% (vier persent) afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Cornellweg 21, Evander, besigtig word.

Geteken te Secunda hierdie 6de dag van Desember 1993.

E. J. Louw, vir Els Prokureurs, Prokureurs vir Eiser, Checkersgebou, Posbus 47, Secunda. (Tel. 34-7788/34-7739.) (Verw. mev. Louw/eh.)

Saak 8164/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beheerliggaam van Ernestiahof**, Eiser, en **J. M. Sillands**, Verweerder

Geliewe kennis te neem dat 'n verkoping in eksekusie van die hierondervermelde eiendom gehou sal word op Donderdag, 13 Januarie 1994 om 10:00, te die kantore van die Balju, Pretoria-Wes, te Olivettgebou, Sesde Verdieping, Kamer 603A, hoek van Schubart- en Pretoriusstraat, Pretoria:

Die eiendom wat verkoop word is Skema 193, Eenheid 7, Ernestiahof, ook bekend as Ernestiahof 7, Erneststraat 572, Pretoria-Tuine.

Groot: 68 vierkante meter.

Ten tye van die opstel van hierdie kennisgewing, was die volgende verbeterings o.a. op die eiendom aangebring, maar in hierdie verband word niks gewaarborg nie: Twee slaapkamerwoonstel, sit- en eetkamer, kombuis en aparte badkamer en toilet.

Die verkoopvoorwaardes wat op hierdie verkoping betrekking het, lê ter insae by die Balju Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettgebou, hoek van Schubart- en Pretoriusstraat, Pretoria, en sal onmiddellik voor die verkoping gelees word.

Geteken te Pretoria hierdie 1ste dag van Desember 1993.

James Claasen Ing., Prokureurs vir Eiser, Eerste Verdieping, Heatherlandsgebou, Paul Krugerstraat 922, Mayville, Pretoria. (Tel. 335-2191/2/3.) (Verw. mev. Palmer/mp/E 1/93.)

Saak 12309/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk**, Eiser, en **David Jozua Joubert**, handeldrywende as David's Workshop, Verweerder

Kragtens 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), en lasbrief, gedateer 1 Augustus 1991, in bogemelde saak, word 'n openbare veiling sonder 'n reserweprys deur die Balju, Hooggeregshof, Ermelo, te die Landdroskantoor, Morgenzon, gehou op Donderdag, 13 Januarie 1994 om 10:00, volgens voorwaardes wat nou by die Balju se kantoor te Trustgebou, Joubertstraat, Ermelo, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 256, Morgenzon-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 2 399 vierkante meter, gehou deur David Jozua Joubert kragtens Transportakte T57655/1988.

Hierdie eiendom is geleë te hoek van Beyers- en Louisstraat, in die dorp Morgenzon.

Die eiendom is soos volg verbeter: Enkelverdieping baksteengebou met 'n sinkdak bestaande uit twee vertrekke, groot stoorkamer en 'n groot afdak.

In 'n aparte gebou, ook van baksteen met 'n sinkdak, is daar twee toilette en twee klein stoorkamers.

Die gebou word tans gebruik as 'n garage. Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

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

Gedateer te Pretoria op hierdie 13de dag van Desember 1993.

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

Case 11837/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nonie Annah Letsoalo**, Defendant

On 4 January 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 1538, Dawn Park Extension 24, Registration Division IR, Transvaal, situated at 39 Stanton Street, Dawn Park Extension 24, Boksburg.

Improvements: Detached single storey brick residence consisting of three bedrooms, two bathrooms, kitchen, dining-room, family room.

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. L. Pinheiro/H00986.)

Case 5461/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Chimane Newell Lekwae**, First Defendant, and **Pinkie Virginia Lekwae**, Second Defendant

On 14 January 1994 at 11:15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 331, Vosloorus Extension 8, Registration Division IR, Transvaal, situated at 331 Vosloorus Extension 8, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. L. Pinheiro/H00881.)

Case 6749/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mzwandile Dalasile**, Defendant

On 14 January 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold of Erf 1477, Vosloorus Extension 2, Registration Division IR, Transvaal, situated at 1477 Vosloorus Extension 2, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H514.)

Saak 142/93

IN DIE LANDDROSHOF VIR DIE DISTRIK CULLINAN GEHOU TE CULLINAN

In die saak tussen **ABSA Bank Bpk.**, voorheen handeldrywende as United Bank Beperk, voorheen bekend as United Bouvereniging Beperk, Eiser, en **David Arnoldus Dorfling**, Eerste Verweerder, en **Aletta Elizabeth Dorfling**, Tweede Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof soos toegestaan op 15 September 1993, en daaropvolgende lasbrief vir eksekusie sal die ondervermelde vaste eiendom op Vrydag, 14 Januarie 1994 om 11:00, by die Landdroskantoor te Cullinan, geregtelik deur die Bode van die Hof aan die hoogste bieder verkoop word:

Erf 474, in die dorp Rayton, Registrasieafdeling JR, Transvaal, groot 1 115 (eenduisend eenhonderd-en-veftien) vierkante meter.

Voorwaardes: Die verkoping sal onderworpe wees aan die betaling van 10% (tien persent) van die koopprys op die dag van die verkoping en 'n bank- of bougenootskapwaarborg moet binne 14 dae vanaf datum van verkoping aan die Eiser se prokureurs gelewer word.

Die verkoopvoorwaardes wat onmiddellik voor die veiling voorgelees sal word sal ter insae lê by die kantoor van die geregsbode, Corneliusstraat 41, Bronkhorstspuit.

Geteken te Bronkhorstspuit hierdie 17de dag van November 1993.

F. Serfontein, vir S. G. Serfontein, Prokureur vir Eiser, Markstraat 30, Posbus 79, Bronkhorstspuit. [Tel. (012) 2-3034/5/6.] (Verw. 1047/93/serf/ho.)

Aan: Die Klerk van die Hof, Cullinan.

En aan: Die Balju, Cullinan.

Saak 11539/91

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

In die saak tussen **Die Ontvanger van Inkomste**, Eksekusieskuldeiser, en **Benjamin Mahlatsi**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof te Kempton Park in bovermelde saak, sal 'n verkoping van die ondervermelde onroerende eiendom by die Balju se kantoor te Parkstraat 8, Kempton Park, gehou word op Donderdag, 13 Januarie 1994 om 10:00, naamlik:

Sekere Erf 106, geleë in die dorpsgebied Tembisa-uitbreiding 1, Registrasieafdeling JR, Transvaal, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou blykens Sertifikaat van Huurpag TL 45986/1985.

Die eiendom is 'n verbeterde woonerf, hoewel niks gewaarborg word nie, geleë te Erf 106, Tembisa-uitbreiding 1, bestaande uit sitkamer, eetkamer, badkamer, drie slaapkamers, kombuis, twee toilette en twee motorhuise, alles onder 'n teëldak. Die eiendom is omhein met mure.

Die verkoping is onderhewig aan bekragtiging deur die Balju, en onderhewig aan die voorwaardes wat nou ter insae lê by die Balju se kantoor te Kempton Park.

Geen waarborg word gelewer oor die erf, verbeteringe en grondgehalte nie.

Terme: Dertig per centum (30%) van die koopprys en afslaersgelde in kontant op die veilingdag; die saldo teen oordrag wat verseker moet word deur 'n bank- of bougenootskapwaarborg wat binne 14 (veertien) dae van die veilingdatum by die Balju ingelewer moet wees.

Gedateer te Johannesburg op hierdie 9de dag van Desember 1993.

P. Venter, Eiser se Prokureur, Staatsprokureur, Royal St. Marysgebou 888, Eloffstraat 85, Privaatsak X9, Johannesburg, 2000. (Tel. 29-2961.) (Verw. C. F. Oberholzer/J.P.) (Verw. 6626/92/P29.) P.a. Klerk van die Hof, Kempton Park.

Saak 5248/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **ABSA Bank Beperk**, Eiser, en **F. van Rensburg**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 17 September 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Saterdag, 15 Januarie 1994 om 10:00, op die perseel onder beslaglegging naamlik Hoewe 25, Northdene-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 3,17178 hektaar:

Verbeterings: Ingangsportaal, sitkamer, eetkamer, studeerkamer, kombuis, opwas, drie slaapkamers, badkamer, toilet, stoep, vier stoorkamers.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van verkoping.

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

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

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

Gedateer te Vanderbijlpark hierdie 8ste dag van Desember 1993.

Du Plessis Pienaar & Swart, Tweede Verdieping, Ekspasentrum, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031-6.) (Verw. I.30236/ip.)

Saak 66/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

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

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 27 Januarie 1993, en 'n lasbrief vir eksekusie gedateer 22 Januarie 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 12 Januarie 1994 om 10:00, deur die Balju, vir die Landdroshof te Johriahof, Du Plessisstraat, Alberton, naamlik:

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

Sonering: Residensieel.

Spesiale gebruiksvergunnings of vrystellings: Geen.

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

Hoofgebou: Gepleisterde buitemure met teëldak, bestaande uit sitkamer, kombuis, twee slaapkamers en badkamer met toilet.

Buitegeboue: Geen.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 18,75% (agtien komma sewe vyf persent) per jaar tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

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

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

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

Case 3127/92

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg No. 87/01384/06), Plaintiff, and **Thube Serge Khoza**, First Defendant, and **Lettie Sesi Khoza**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 17 July 1992, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 19 January 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: All the right, title and interest in the Leasehold in respect of Erf 6190, Etwatwa Extension 3 Township, Registration Division IR, Transvaal, situated on 6190 Etwatwa Extension 3, in the Township of Etwatwa Extension 3, District of Benoni, measuring 252 (two hundred and fifty-two) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of concrete brick and plaster, metal roof, comprising lounge, kitchen, two bedrooms, bathroom, w.c. and fenced boundary.

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

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

Dated at Benoni on this the 15th day of December 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. N7381P/Mrs Pierce.) C/o Hammond Pole & Dixon, 96 Bedford Avenue, Benoni.

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 **B. G. Scott**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 31 August 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, 182 Leeuwoort Street, Boksburg, to the highest bidder:

Certain: (a) Section 16, as shown and more fully described on Sectional Plan SS123/1992 in the building or buildings known as Nicosia situated at Township of Freeway Park, Local Authority of Boksburg of which the floor area, according to the said sectional plan is 86 (eighty-six) square metres in extent, and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST11990/93.

(c) An exclusive use area described as Garden T16 measuring 51 (fifty-one) square metres being as such part of the common property comprising the land and the scheme known as Nicosia in respect of the land and building or buildings situated at Freeway Park Township, Boksburg, local authority as shown and more fully described on Sectional Plan SS123/1992 held under Notarial Deed of Cession SK612/93.

(d) An exclusive use area described as Parking Bay P16, measuring 13 (thirteen) square metres being as such part of the common property comprising the land and the scheme known as Nicosia in respect of the land and building or buildings situated at Freeway Park Township, Boksburg, local authority as shown and more fully described on Sectional Plan SS123/1992 held under Notarial Deed of Cession SK612/93.

The following improvements are reported to be on the property, but nothing is guaranteed: Duplex building comprising lounge, hall, kitchen, two bedrooms, bathroom and shower, two w.c.'s, and guest 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 14th day of December 1993.

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. Mrs Pierce/NG7638.)

Case 8299/93

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 **Johannes Hendrikus Cloete**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 31 August 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, 182 Leeuwoort Street, Boksburg, to the highest bidder:

Certain: (a) Section 31, as shown and more fully described on Sectional Plan SS124/1992 in the building or buildings known as Nicosia situated at Township of Freeway Park, Local Authority of Boksburg of which the floor area, according to the said sectional plan is 86 (eighty-six) square metres in extent; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST11991/93.

(c) an exclusive use area described as Garden T31 measuring 45 (forty-five) square metres being as such part of the common property comprising the land and the scheme known as Nicosia in respect of the land and building or buildings situated at Freeway Park Township, Boksburg Local Authority as shown and more fully described on Sectional Plan SS123/1992, held under Notarial Deed of Cession SK613/93.

(d) An exclusive use area described as Parking Bay P31 measuring 13 (thirteen) square metres being as such part of the common property comprising the land and the scheme known as Nicosia in respect of the land and building or buildings situated at Freeway Park Township, Boksburg Local Authority as shown and more fully described on Sectional Plan SS123/1992 held under Notarial Deed of Cession SK613/93.

The following improvements are reported to be on the property, but nothing is guaranteed: Duplex building comprising lounge, hall, kitchen, two bedrooms, bathroom and shower, two w.c.'s and guest 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 14th day of December 1993.

Hammond Pole & Dixon, Attorneys for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. Mrs Pierce/NG7638.)

Case 9168/93

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Muntukakhulumyelwa Veli Xaba**, First Defendant, and **Paulina Thandazo Xaba**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 24 September 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 16 February 1994 at 10:00, at the Sheriff's Office, Johriahof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Stand 9557, Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated on 9557 Tokoza Extension 2, in the Township of Tokoza Extension 2, District of Alberton, measuring 310 (three hundred and ten) 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, lounge, kitchen, two bedrooms, bathroom, w.c. and fenced boundary.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Alberton.

Dated at Germiston on this the 13th day of December 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7626/Mrs Pierce.) C/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview.

Case 10178/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly known as Natal Building Society Limited, Plaintiff, and **Richard John White**, 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 4 February 1994 at 11:00, at the Sheriff's Office, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 1293, Leachville Extension 1 Township, Registration Division IR, Transvaal, situated on 27 Umkomaas Avenue, Grenelefe, in the Township of Grenelefe, District of Brakpan, measuring 660 (six hundred and sixty) 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, lounge, dining-room, kitchen, two bedrooms, bathroom, shower, w.c., garage, w.c. and fenced boundary.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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, Brakpan.

Dated at Benoni on this the 14th day of December 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NB7685/Mrs Pierce.); c/o Hammond Pole & Dixon, 72 Elston Avenue, Benoni.

Case 10435/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly known as Natal Building Society Limited, Plaintiff, and **Melusi Cornelius Hlatshwayo**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 14 September 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 16 February 1994 at 10:00, at the Sheriff's Office, Johriahof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Certain Erf 734, Spruitview Extension 1 Township, Registration Division IR, Transvaal, situated on 734 Dr P. W. Mgira Street, Spruitview Extension 1, Katlehong, in the Township of Spruitview Extension 1, Katlehong, District of Alberton, measuring 600 (six hundred) 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, lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., store-room and fenced boundary.

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

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

Dated at Benoni on this the 13th day of December 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7673/Mrs Pierce.); Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview.

Case 7839/93

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

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

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 12 August 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 28 January 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 7072, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, situated on 7072 Vosloorus Extension 9, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 396 (three hundred and ninety-six) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of concrete blocks, plaster and paint, tiled roof, comprising of lounge, kitchen, two bedrooms, bathroom, w.c. and fended boundary.

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

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

Dated at Benoni on this the 14th day of December 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7637/Mrs Pierce.)

Case 102751/91

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly known as Natal Building Society Limited, Plaintiff, and **Michael John Griffiths**, First Defendant, and **Susanna Magdalena Griffiths**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 3 December 1991, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 28 January 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 1133, Parkrand Extension 1 Township, Registration Division IR, Transvaal, situated on 51 Plomer Street, Parkrand, in the Township of Parkrand, District of Boksburg, measuring 1 456 (one thousand four hundred and fifty-six) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick, tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms, two w.c.'s, garage, carport, servant's quarter and w.c.

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

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

Dated at Benoni on this the 14th day of December 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. N7300P/Mrs Pierce.)

Case 5677/93

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 **Cornelius Johannes Beukes**, First Defendant, and **Antoinette Beukes**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 15 July 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 28 January 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 29, Groeneweide Township, Registration Division IR, Transvaal, situated on 10 Bonderklip Avenue, Groeneweide, in the Township of Groeneweide, 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, plaster and paint, tiled roof, comprising of lounge, dining-room, kitchen, three bedrooms, one and a half bathroom, shower, three w.c.s', sunroom, laundry, workroom, guest toilet, bar, brick drive, screen walls, swimming-pool, garage and w.c.

The conditions of sale:

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

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

Dated at Boksburg on this the 13th day of December 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666) (Ref. NG7606/Mrs Pierce.)

Case 9478/93

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 **Andries Johannes de Beer**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 28 September 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution, on 2 February 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 5314, Benoni Extension 16 Township, Registration Division IR, Transvaal, situated on 62 Umgeni Street, Farrarmere, in the Township of Farrarmere, District of Benoni, measuring 1 487 (one thousand four hundred and eighty-seven) 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, lounge, dining-room, kitchen, pantry, four bedrooms, one and a half bathroom, shower, two w.c.s', entrance-hall, two garages, s.q. w.c., laundry, swimming-pool, slasto brick paving, wall and attached flat.

The conditions of sale:

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

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

Dated at Benoni on this the 14th day of December 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666) (Ref. NB7664/Mrs Pierce.) C/o Hammond Pole & Dixon, 72 Elston Avenue, Benoni.

Case 9503/93

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 **Anna Magritha de Beer**, First Defendant, and **Regina Wills**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 20 October 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 21 January 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, Boksburg, to the highest bidder:

Certain Erf 2038, Sunward Park Extension 4 Township, Registration Division IR, Transvaal, situated on 61 Albrecht Road, Sunward Park Extension 4, in the Township of Sunward Park Extension 4, District of Boksburg, measuring 1 014 (one thousand and fourteen) square metres.

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

Building built of klinkerbrick, tiled roof, comprising of lounge/dining-room, kitchen, three bedrooms, one and a half bathroom, shower and two w.c.s'.

The conditions of sale:

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666) (Ref. NG7708/Mrs Pierce.)

Case 19779/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Govindasami, Gengan**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 13 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 3059, Lenasia Extension 2 Township, Registration Division IQ, Transvaal, situation 83 Anemone Avenue, Lenasia Extension 2, area 397 (three hundred and ninety-seven) square metres.

Improvements (not guaranteed): A double storey house consisting of five bedrooms, five full bathrooms, kitchen, lounge, dining-room, family room, study, garage/store-room, under tiled roof and concrete driveway. Outbuildings comprising a flat consisting of lounge, kitchen, bedroom, bathroom and property enclosed with brick walls.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per centum) of the purchase price or (ii) 10% (ten per centum) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) to a maximum fee of R6 000 and a minimum of R100.

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

Maisels Smith & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142) (Ref. NV101E/mgh/tf.)

Saak A1352/91

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

In die saak tussen **B. D. Nienaber**, Eiser, en **Louis Diemieniet**, Verweerder

Volgens vonnis van bogenoemde Hof sal per veiling die volgende eiendom op 13 Januarie 1994 om 10:00 verkoop word deur die Balju vir die Hooggeregshof, Germiston, te Vierde Verdieping, Standard Chambers, Germiston, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 405, Elspark-woongebied, Registrasieafdeling IR, Transvaal, ook bekend as Falconstraat 15, Elspark, Germiston, groot 1 190 vierkante meter.

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: 'n Woonhuis met eetkamer, sitkamer, drie slaapkamers, TV-kamer, kombuis, waskamer, twee badkamers, toilet, swembad en afdak. Buitegebou met slaapkamer en badkamer.

Datum: 14 Desember 1993.

Du Toit & Du Toit, Angusstraat 4, Germiston-Suid. [Tel. (011) 825-3770.]

Case 16806/93

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Thukane Geelbooi Mnguni**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Highveld Ridge, at the Magistrate's Court, Evander, on 12 January 1994 at 11:00, upon conditions which may now be inspected at the offices of the Sheriff, Highveld Ridge, First Floor, Lastinda Building, Evander, and which will be read by him at the time of the sale, of the following property owned by Defendant:

All the right, title and interest in the leasehold in respect of Erf 396, Lebohang Extension 5 Township, Registration Division IS, Transvaal, measuring 250 (two hundred and fifty) square metres, held by the Defendant under Deed of Transfer TL51454/1991.

This property is situated at Stand 396, Lebohang Extension 5, Leslie, Transvaal.

The property is improved as follows: Lounge, kitchen, two bedrooms and bathroom/toilet. Single storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

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

Dated at Pretoria on this the 10th day of December 1993.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/LM.)

Case 15761/93

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Joseph Msuthu Mokoena**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Witbank, at the Magistrate's Court, Delville Street, Witbank, on 14 January 1994 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Witbank, 3 Rhodes Street, Witbank, and which will be read out by him at the time of the sale, of the following property owned by Defendant:

Erf 357, Kwa-Guqa Extension 2 Township, Registration Division JS, Transvaal, measuring 350 (three hundred and fifty) square metres, held by the Defendant under Deed of Transfer TL66438/1989.

This property is situated at Stand 357, Kwa-Guqa Extension 2 Township, Witbank, Transvaal, measuring 350 (three hundred and fifty) square metres, held by the Defendant under Deed of Transfer TL66438/1989.

This property is situated at Stand 357, Kwa-Guqa Extension 2 Township, Witbank, Transvaal.

The property is improved as follows: Lounge, kitchen, two bedrooms and bathroom/toilet. Single storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

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

Dated at Pretoria on this the 10th day of December 1993.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

Case 15659/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Petros Daniel Maseko**, First Defendant, and **Mantombi Christinah Maseko**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Witbank, at the Magistrate's Court, Dellville Street, Witbank, on 14 January 1994 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Witbank, at 3 Rhodes Street, Witbank, and which will be read by him at the time of the sale, of the following property owned by Defendants:

Erf 1106, Phola Township, Registration Division JS, Transvaal, measuring 308 (three hundred and eight) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL78079/1988.

This property is situated at Stand 1106, Phola Township, Witbank, Transvaal.

The property is improved as follows: Lounge, kitchen, three bedrooms, bathroom/toilet, dining-room and garage. Single storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

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

Dated at Pretoria on this the 10th day of December 1993.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/LM.)

Case 13366/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Amos Philemon Nkosi**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Highveld Ridge, at the Magistrate's Office, Evander, on 12 January 1994 at 11:00, upon conditions which may now be inspected at the offices of the Sheriff, Highveld Ridge, First Floor, Lastinda Building, Evander, and which will be read by him at the time of the sale, of the following property owned by Defendant:

All the right, title and interest in the leasehold in respect of Erf 5223, Embalenhle Extension 9 Township, Registration Division IS, Transvaal, measuring 375 (three hundred and seventy-five) square metres, held by the Defendant under Deed of Transfer TL84973/1991.

This property is situated at Stand 5223, Embalenhle Extension 9 Township, Evander, Transvaal.

The property is improved as follows: Lounge, kitchen, dining-room, two bedrooms and bathroom/toilet. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

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

Dated at Pretoria on this the 10th day of December 1993.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/LM.)

Case 15139/93

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Ben Bubu Jiyane**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Witbank, at the Magistrate's Court, Delville Street, Witbank, on 14 January 1994 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Witbank, at 3 Rhodes Street, Witbank, and which will be read by him at the time of the sale, of the following property owned by Defendant:

Erf 1250, kwa-Guqa Extension 3 Township, Registration Division JS, Transvaal, measuring 250 (two hundred and fifty) square metres, held by the Defendant under Deed of Transfer TL20465/1990.

This property is situated at 1250 Inkonjane Street, kwa-Guqa, Witbank, Transvaal.

The property is improved as follows: Lounge, kitchen, three bedrooms and bathroom/toilet. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

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

Dated at Pretoria on this the 10th day of December 1993.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

Case 21155/93

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

In the matter between **NBS Bank Ltd**, Plaintiff/Execution Creditor, and **Van Biljon, Tobias Johannes**, Defendant/Execution Debtor

In terms of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned matter, a sale will be held on 14 January 1994 at 10:00, at the offices of the Deputy Sheriff, 182 Progress, Lindhaven, Roodepoort.

Certain Section 24, as shown and more fully described on Sectional Plan SS123/1991, in the scheme known as Oak Ridge, in respect of the land and building or buildings situated at Weltevredenpark Extension 9 Township, Roodepoort Local Authority, of which section the floor area, according to the said sectional plan is 75 (seventy-five) square metres in extent and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan and held under Deed of Transfer ST33896/1992 and an exclusive use area described as parking P24 measuring 15 (fifteen) square metres being as such part of a common property comprising the land and the scheme known as Oak Ridge, in respect of land and building or buildings situated at Weltevredenpark Extension 9 Township, Roodepoort Local Authority, as shown and more fully described on Sectional Plan SS123/1991 held under Notarial Deed of Cession Sk1636/1992.

Measuring: 75 (seventy-five) square metres, 15 (fifteen) square metres, situated at 24 Oak Ridge, Ouhout Avenue, Weltevredenpark Extension 9, Roodepoort.

The sale will be held on the conditions to be read out by the auctioneer at the sale and these conditions may be examined at the offices of the Deputy Sheriff, 182 Progress, Lindhaven, Roodepoort, or at the offices of the Plaintiff's/Execution Creditor's attorneys, Blakes Inc., Seventh Floor, Santambank Building, 81 Rissik Street, Johannesburg.

Signed at Johannesburg on this the 30th day of November 1993.

J. S. de Vos, for Blakes Inc., Attorney for Plaintiff/Execution Creditor, Seventh Floor, Santambank Building, 81 Rissik Street, Johannesburg. (Ref. J. S. de Vos/CB.)

Case 19496/93
PH 97

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

In the matter between **First National Bank of S.A. Ltd**, Plaintiff, and **Mrs Stella Kobrowsky**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg, and warrant of execution dated 30 July 1993, the following property will be sold in execution on Friday, 14 January 1994 at 10:00, at the Magistrate's Court, Fox Street entrance, Johannesburg, to the highest bidder, viz:

Certain Erf 559, Fairland Township, Registration Division IQ, Transvaal, measuring 2974 (two thousand nine hundred and seventy-four) square metres, held by Defendant in her name under Deed of Transfer T21701/1990, known as 261 Johannes Street, Fairland.

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 Courts Act and the rules made thereunder, and of the title deeds, in so far as these are applicable.

The following improvements on the property are reported, but nothing guaranteed: Brick dwelling under tiled roof consisting of lounge/dining-room, three bedrooms, study, one and a half bathroom, kitchen, servant's quarters, double garage and swimming-pool.

3. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the signing of the conditions of sale, and the unpaid balance, together with interest on the full amount of the Judgment Creditor's claim at the rate of 18,5% (eighteen comma five per centum) per annum to date of payment, within fourteen (14) days, to be paid or secured by an approved bank or building society guarantee.

4. *Conditions:* The full conditions of sale, which will be read out by the Sheriff for the Magistrate's Court, Johannesburg, immediately prior to the sale, may be inspected at his office at 131 Marshall Street, Johannesburg, and at the offices of D. G. Sonderup, First Floor, Constantia Centre, corner of Keyes and Tyrwhitt Avenue, Rosebank.

Dated at Rosebank on this 14th day of December 1993.

D. G. Sonderup, First Floor, Constantia Centre, corner of Keyes and Tyrwhitt Avenue, Rosebank; P.O. Box 47335, Parklands. (Tel. 880-2263.) (Ref. Mr Cox/jc/F477.)

Case 23076/93
PH 124

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mareck Property Holdings CC**, (CK90/22504/23), First Defendant, and **Rocco Human de Kock**, Second Defendant

A sale without reserve will be held at the Sheriff's Office, 9 Elna Randhof, corner of Selkirk and Blairgowrie Drive, Blairgowrie, Randburg, on Tuesday, 11 January 1994 at 10:00, of the undermentioned property on conditions which may be inspected at the Offices of the Sheriff, prior to the sale.

Portion 11 of Erf 232, Robin Hills Township, Registration Division IQ, Transvaal, being 49B Valley Road, Robin Hills, Randburg, measuring 1 395 square metres, and Portion 13 of Erf 232, Robin Hills Township, Registration Division IQ, Transvaal, being 5 Niel Place, Robin Hills, Randburg, measuring 1 271 square metres.

Improvements described hereunder are not guaranteed:

Vacant land.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 17th day of November 1993.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatvedt/pvb.)

Case 5722/93
PH 111

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

In the matter between **West Fencing & Steel Works (Pty) Limited**, Plaintiff, and **Irvine R A**, trading as Amalgamated Fencing Contractors, First Defendant, and **Irvine M G**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale will be held at the Salesrooms of the Sheriff, Supreme Court, 182 Progress Road, Technikon, District of Roodepoort, on Friday, 14 January 1994 at 10:00, of the undermentioned property of the second Defendant on the conditions to be read out by the auctioneer at the Salesrooms of the Sheriff of the Supreme Court, Roodepoort, prior to the sale:

Erf 1394, Weltevredenpark Extension 3 Township, Registration Division IQ, Transvaal, in extent 1 025 (one thousand and twenty five) square metres, held under Deed of Transfer T20631/1980.

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

The residential dwelling comprises: Lounge, family room, dining-room, study, two bathrooms, three bedrooms, passage and kitchen.

The dwelling is under tiles with steel windows, walls are of brick and plaster, the fencing around the stand is wire prefabrication and brick. Swimming-pool is situated in the garden.

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

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

5% (five per cent) on the proceeds of the sale, up to an amount of R15 000 (fifteen thousand rand) and thereafter 2,5% (two comma five per cent) up to a maximum fee of R5 000 (five thousand rand). Minimum charge R50 (fifty rand).

Dated at Johannesburg on this the 22nd day of November 1993.

Schwartz-North Inc., Plaintiff's Attorneys, 28th Floor, Southern Life Centre, 45 Commissioner Street, Johannesburg. [Tel. (022545) 833-7222.] (Ref. Mr Mihaletu.)

To: The Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort.

Case 19792/93
PH 124IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division)In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Sehlabela, Lenios John**, Defendant

In the execution of the judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve price will be held in front of the Magistrate's Court, Delville Street, on 14 January 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, in front of the Magistrate's Court, Delville Street, Witbank, prior to the sale, of the undermentioned property situated at:

Erf 1430, Phola Township, Registration Division JS, Transvaal, measuring 373 (three hundred and seventy-three) square metres, held by Certificate of Registered Grant of Leasehold TL18983/1989, which is zoned as residential and consists of (not guaranteed):

A dwelling: Lounge, kitchen, three bedrooms, bathroom and w.c.

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

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

5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

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

S. H. Treisman, for Hofmeyr Van der Merwe Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. (Ref. Mr Treisman/Mrs Stratis.)

Case 21720/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Egnos Lauren**, First Defendant, and **Egnos Geoffrey David**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Deputy Sheriff at 131 Marshall Street, Johannesburg, on 13 January 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the offices of the Deputy Sheriff, Johannesburg, prior to the sale:

Certain Portion 18 of Lot 769, Kew Township, Registration Division IR, Transvaal (33 Fourth Road), measuring 1 487 square metres.

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

The house consists of an entrance-hall, lounge, dining-room, family-room, four bedrooms, two bathrooms, separate toilet, kitchen and scullery.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 21 days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand). The sale may be subject to Value-Added Tax, which will be payable by purchaser.

Date: 29 November 1993.

Langstaffe Bird & Co., Plaintiff's Attorneys, 10th Floor, Metropolitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. Mr Letty/HAS.)

Case 12230/91
PH 128IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **R. D. G. Properties CC** (CK87/25924/23), 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 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Ferndale, Randburg, on Wednesday, 21 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Sandton, prior to the sale:

Erf 135, Hurlingham Township, Registration Division IR, Transvaal, being 52 Cromartie Street, Hurlingham, measuring 4 747 square metres.

Use zone: Residential 1.

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

Dwelling-house consisting of entrance hall, lounge, dining-room, three bedrooms, bathroom and toilet, separate shower and toilet, kitchen and patio. Double garage, two s/q laundry, shower and toilet. Swimming-pool.

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

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

Dated at Johannesburg on the 29th day of November 1993.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811) (Ref. P. M. Carter/GGLIT 243304.)

Case 34488/92

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

In the matter between **City Council of Johannesburg**, Plaintiff, and **Lourenco Court Share Block (Proprietary) Limited**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Johannesburg, and writ of execution dated 31 September 1993, the property listed hereunder will be sold in execution on Friday, 14 January 1994 at 10:00, in front of the Magistrate's Court, Fox Street-entrance, Johannesburg:

Certain Erven 1946 and 1947, in the Township of Johannesburg, Registration Division IR, Transvaal, each measuring 248 square metres, situated at 33 and 35 King George Street, Johannesburg, both held by the Defendants under Deed of Transfer G96/1971.

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

A seven-storey building surrounded by painted walls, consisting of 33 flats (27 one bedroom flats and six bachelor flats).

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 16% (sixteen per centum) payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per centum) on the proceeds of the sale.

Conditions of sale:

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

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114) (Ref. J. Tommei.)

Case 20533/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Turner: Elaine, Rose**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Randburg, 9 Elna Randhof, corner of Selkirk and Blairgowrie Drive, Blairgowrie, Randburg, on Tuesday, on 11 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale, and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Holding 77, Farmall Agricultural Holding, Registration Division JQ, Transvaal, area 2,3963 (two comma three nine six three) hectares, situation 77 Rowles Street, Farmall, Randburg.

Improvements (not guaranteed): Single-storey dwelling, under thatch roof, five bedrooms, three bathrooms, guest toilet, lounge, dining-room, kitchen, family room, guest cottage, two garages, two rondavels, servants' quarters, workshop, electronic gates, three boreholes, irrigation system, pool and aviaries.

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

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

Dated at Randburg on this the 14th day of December 1993.

N. J. Lambrianos, for Norton-Lambrianos, Plaintiff's Attorneys, c/o Helen Ellis Attorney, Fourth Floor, 66 Smal Street, Johannesburg. (Tel. 886-7097) (Ref. Mr Lambrianos/F1485/1dk.)

Saak 22716/93
PH 507IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)In die saak tussen **Transnet Beperk**, Eiser, en **Negondeni, N. N.**, Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak sal 'n verkoping gehou word op 13 Januarie 1994 om 10:00, by die kantore van die Balju, Kempton Park, Parkstraat 8, Kempton Park, van die ondergemelde eiendom:

Sekere Erf 4024, Tembisa-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 256 (tweehonderd ses-en-veertig) vierkante meter, geleë te Erf 4024, Tembisa-uitbreiding 2.

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

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

Geteken te Johannesburg op hierdie 24ste dag van November 1993.

D. J. Rens, vir Blakes, Sewende Verdieping, Santambank-gebou, Rissikstraat 81, Johannesburg. (Tel. 833-6000.) (Verw. D. J. Rens/jm/Z06354.)

Saak 19974/93
PH 507IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)In die saak tussen **ABSA Bank Beperk**, Eiser, en **Gouws, Petrus Johannes**, Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak sal 'n verkoping gehou word op 14 Januarie 1994 om 10:00, by die kantore van die Balju, Roodepoort, te Progressweg 182, Technikon, Roodepoort, van die ondergemelde eiendom:

Sekere Erf 2227, Witpoortjie-uitbreiding 5-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 892 (agthonderd twee-en-negentig) vierkante meter, geleë te Tafelbergstraat 12, Witpoortjie, Roodepoort.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie: 'n Drieslaapkamerhuis met swembad, staalvensters, teëldak, pleistermure en 'n redelike tuin.

Bestaande uit sitkamer, eetkamer, gesinskamer, badkamer, gang en kombuis.

Buitegeboue bestaan uit bediendekamer, motorhuis en stoorkamer.

3. Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju, Roodepoort, Progressweg 182, Technikon, Roodepoort, of die Eiser se Prokureurs, Blakes Ing., Sewende Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

Geteken te Johannesburg op hierdie 29ste dag van November 1993.

J. Gray, vir Blakes Ing., Sewende Verdieping, Santambankgebou, Rissikstraat 81, Johannesburg. (Verw. J. Gray/IVDB RRG019.)

Case 8480/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Gavin Hugh George**, First Defendant, and **Lynn George**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, District of Alberton and writ of execution, the property listed hereunder which was attached on 1 December 1993, will be sold in execution on Wednesday, 2 February 1994 at 10:00, at the offices of the Sheriff for the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Erf 1233, Brackendowns Extension 1 Township, Registration Division IR, Transvaal, in extent 1 080 (one thousand and eighty) square metres, situated at 42 Sabie Street, Brackendowns Extension 1, Alberton.

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

Residence: Single storey dwelling, detached, built of bricks and painted plaster, under pitched tiled roof.

Floors: Fitted carpets and tiles, comprising lounge, dining-room, kitchen, kitchen nook, three bedrooms, two bathrooms and two w.c.'s.

Outbuildings: Two garages and w.c.

Improvements: Concrete walling and paving.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Road, Florentia, Alberton.

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

Dated at Alberton this 17th day of December 1993.

Wright, Rose-Innes, Plaintiff's Attorneys, 3 St. Columb Road, New Redruth, Alberton. (Tel. 869-8448.) (Ref. Mr Groenewald/as.)

KAAP • CAPE

Case 248/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG****Nedcor Bank Limited versus M. C. Thyssen**

The property Erf 75510, Southfield, in extent 499 square metres, situated at 21 and 32 Wattle Street, Parkwood Estate.

Improvements not guaranteed: Corrugated iron dwelling with corrugated iron roof consisting of three bedrooms, toilet, kitchen and lounge.

Sale date: 20 January 1994 at 10:00.

Place of sale: Court-house steps, Wynberg.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per centum) deposit in cash or by bank-cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Date: 3 December 1993.

Pincus Matz-Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

Case 28136/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH**

In the matter between **NBS Bank Limited**, formerly trading as Natal Building Society, Plaintiff, and **Albert Tembani Solomon**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 5 October 1993, and a writ of execution dated 11 October 1993, the right of leasehold in and to the property listed hereunder will be sold in execution on Friday, the 14 January 1994, at the front entrance of the New Law Courts, North End, Port Elizabeth, at 14:15:

Certain Erf 12238, Motherwell, Administrative District of Uitenhage, measuring 260 (two hundred and sixty) square metres, situated at 129 Mtwaku Street, Motherwell NU7, Port Elizabeth.

Improvements: Although not guaranteed, it consists of a single storey, brick under tile private, detached dwelling with fitted carpets, lounge, kitchen, two-bed, bathroom and w.c.

Material conditions of sale:

1. The right of leasehold in and to the property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act, and the rules made thereunder and of the Certificate of Registered Grant of Leasehold, insofar as these applicable.

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 18% (eighteen per cent) interest thereon per annum shall be secured within twenty-one (21) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this the 7th day of October 1993.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth.

Case 32263/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH**

In the matter between **NBS Bank Limited**, Plaintiff, and **Farouk Patel**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 15 October 1993, and a writ of execution dated 22 October 1992, the property listed hereunder will be sold in execution on 14 January 1994 at the front entrance of the New Law Courts, North End, Port Elizabeth, at 14:15:

Certain Erf 816, Malabar, in the Municipality and Administrative District of Port Elizabeth, situated at 9 Orchid Street, Malabar, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, private dwelling with fitted carpets, lounge, kitchen, three beds, one and a half bath, two showers, two w.c.'s, garage and with concrete boundary walls.

Material conditions of sale:

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 18% (eighteen per centum) interest thereon per annum shall be secured within twenty-one (21) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this the 6th day of December 1993.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth.

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Tony Dwight**, First Defendant, and **Karon Dwight**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 1 November 1993, and a writ of execution dated 3 November 1993, the property listed hereunder will be sold in execution on 14 January 1994, at the front entrance of the New Law Courts, North End, Port Elizabeth, at 14:15:

Certain Erf 1013, Theescombe, Municipality and Division of Port Elizabeth, measuring 968 (nine hundred and sixty-eight) square metres, situated at 31 Bernice Street, Kamma Park, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, brick under tile private, detached dwelling with fitted carpets, lounge, kitchen, two bed-, bathroom and w.c.

Material conditions of sale:

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus interest thereon per annum shall be secured within twenty-one (21) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this the 6th day of December 1993.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth.

Saak 1460/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Donald Heugh MacKenzie**, Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Humansdorp, gehou te Humansdorp, gedateer 15 Julie 1993, en 'n lasbrief gedateer 15 Julie 1993, sal die ondergemelde eiendom in eksekusie, sonder reserwe, maar onderworpe aan die verkoopvoorwaardes, aan die hoogste bieder op Vrydag, 14 Januarie 1993 om 10:30, by die hoofingang van die kantore van die Balju van die Landdroshof, Humansdorp, te Hoofstraat 3, Humansdorp, verkoop word, naamlik:

1. Erf 5965, Jeffreysbaai, in die munisipaliteit Jeffreysbaai, afdeling Humansdorp, groot 876 (agthonderd ses-en-sewentig) vierkante meter, geleë te Impalastraat 16, Jeffreysbaai; en gehou deur Akte van Transport T81743/1991.

Daar is 'n moderne woonhuis op hierdie eiendom opgerig, bestaande uit 'n ingangsportaal, sitkamer, eetkamer, kombuis, opwasplek, waskamer, drie slaapkamers, badkamer en waterkloset, asook twee motorhuise. Hierdie inligting word nie ge-waarborg nie. 'n Verband kan vir 'n goedgekeurde koper gereël word.

Die volledige verkoopvoorwaardes lê ter insae by die kantore van die Balju van die Landdroshof Humansdorp waar dit voor die veiling besigtig kan word.

Geteken te St. Francisbaai op hierdie 9de dag van Desember 1993.

Cooper & Ferreira, Eiser se Prokureurs, St. Francisrylaan, St. Francisbaai. [Tel. (0423) 94-0315.] (Verw. P. G. L. Cooper.)

Case 12606/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Cedric John van Wyk**, First Defendant, and **Nita van Wyk**, Second Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Kuilsrivier, on 13 January 1994 at 09:00:

Erf 5681, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 175 square metres, also known as 6 Plane Street, Hindle Park, Blue Downs.

Conditions:

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

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

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 2nd day of December 1993.

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

Case 12399/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Glenville John Constant**, First Judgment Debtor, and **Gail Hendrina Constant**, Second Judgment Debtor

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 14 January 1994 at 09:00:

Description: Erf 3732, Eerste River, situated in the Local Area of Blue Downs, Stellenbosch Division, in extent 390 (three hundred and ninety) square metres.

Postal address: 6 Blackwood Street, Eerste River.

Improvements: Dwelling: Two bedrooms, kitchen, lounge, bathroom and toilet.

Held by Deed of Transfer T39849/93.

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

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 2nd day of December 1993.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7600. [Tel. (021) 92-6017.]

Case 12788/93

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

In the matter between **ABSA Bank Limited**, trading as Allied Bank *versus* **Donovan Jacobs** and **Eunice Jacobs**

The following property will be sold in execution to the highest bidder at a public auction to be held at in front of the Court-house for the District of Kuils River, on Wednesday, 12 January 1994 at 09:00:

Erf 4632, Blue Downs, in the Local Area of Blue Downs, in extent 432 (four hundred and thirty-two) square metres, held by Deed of Transfer T64300/91 and situated at 4 Suikerbossie Street, Forest Village, Eerste River, 7100:

Conditions of sale:

1. The full conditions of sale will be read immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash or bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16% (sixteen per centum) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

Dated on Bellville on 1 December 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2] (Ref. GJV/SP Z22189.)

Case 9623/93

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

ABSA Bank Limited, trading as United Bank *versus* **Mogamat Sayid Abrahams** and **Marina Louisa Abrahams**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 17 January 1994 at 09:00, to the highest bidder:

Erf 2826, Kleinvlei, in extent 481 square metres, held by T74065/1992, situated at 7 Hillary Street, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0450/gl.)

Case 8861/89

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

ABSA Bank Limited, trading as United Bank *versus* **Rosina Wilhelmina Naomi Buys**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 17 January 1994 at 09:00, to the highest bidder:

Erf 3110, Kleinvlei, in extent 514 square metres, held by T48694/1988, situated at 26 Silwereik Street, Kleinvlei Annex, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and shower/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D9U2188/gl.)

Case 1073/91

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

ABSA Bank Limited, trading as United Bank *versus* **Timotheus Swarts and Reney Adrina Swarts**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 17 January 1994 at 09:00, to the highest bidder:

Erf 3055, Blue Downs, in extent 350 square metres, held by T20136/1990, situated at 30 Washington Way, Malibu Village, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D1U0101/gl.)

Case 13729/93

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

ABSA Bank Limited, trading as Allied Bank *versus* **Athony Martin and Vaida Martin**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 19 January 1994 at 10:00, to the highest bidder:

Erf 1618, Weltevreden Valley, in extent 333 square metres, held by T18461/1990, situated at 2 Keno Street, Las Vegas, Weltevreden Valley, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3A0394/gl.)

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

ABSA Bank Limited, trading as United Bank *versus* **Allan Chris Jonaan**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 17 January 1994 at 09:00, to the highest bidder:

Erf 1380, Gaylee, in extent 479 square metres, held by T3085/1991, situated at 46 Matroosberg Crescent, Gaylee, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0544/gl.)

Saak 104/93
PH 71

IN DIE LANDDROSHOF VIR DIE DISTRIK KENHARDT GEHOU TE POFADDER

In die saak tussen **Die Pofadder Munisipaliteit**, Eksekusieskuldeiser, en **Adriaan Groenewald**, Eksekusieskuldenaar

Ingevolge 'n uitspraak van bogenoemde Agbare Hof en lasbrief tot eksekusie gedateer 7 Oktober 1993, sal ondervermelde eiendom geregtelik verkoop word op 28 Januarie 1994 om 10:00, te die Landdroskantore, Skoolstraat, Pofadder, aan die persoon wie die hoogste aanbod maak naamlik:

Erf 295, Pofadder, geleë in die munisipaliteit Pofadder, afdeling Kenhardt, groot 496 vierkante meter, gehou in terme van Akte van Transport T21190/84, op hierdie eiendom is 'n tweevertrek sinkhuis gebou maar niks word gewaarborg nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju te Buitekantstraat, Pofadder.

Die belangrikste voorwaardes daarin vervat is die volgende:

1. Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word.

2. Die koper sal onmiddellik nadat die bod op hom toegeslaan is, 'n deposito van 10% (tien persent) van die koopprijs in kontant aan die Balju betaal en die balans koopprijs plus rente, sal betaalbaar wees by registrasie van transport in naam van die koper en die koper sal binne 14 dae na datum van die verkoping aan die Balju 'n bank- of bougenootskapwaarborg verstrek, wat deur die Vonnisskuldeiser se prokureur goedgekeur moet word.

Geteken te Keimoes hierdie 2de dag van Desember 1993.

Van Niekerk & Brink, Prokureurs vir die Eksekusieskuldenaars, Hoofstraat, Posbus 39, Keimoes.

Case 12510/93

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

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Plaintiff, and **Benjamin Franke**, First Defendant, and **Charmaine Franke**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River and writ of execution dated 25 October 1993, the following property will be sold in execution, in front of the Court-house, for the District of Kuils River, on Thursday, 13 January 1994 at 09:00, to the highest bidder:

Certain Erf 3027 (a portion of Erf 717), Kleinvele, in the Local Area of Melton Rose, Division of Stellenbosch, in extent 402 (four hundred and two) square metres, held by Deed of Transfer T60970/88, also known as 11 Acasia Street, Forest Heights, Eerste River, 7100.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom, w.c. and single garage.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

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

Dated at Bellville on this 24th day of November 1993.

G. Visser, for Malan Laas & Scholtz, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22152.)

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

In the matter between **ABSA Bank Limited**, trading as United Bank Limited, Plaintiff, and **Stevem Moses Wagner**, First Defendant, and **Monica Wagner**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River and writ of execution dated 1 July 1993, the following property will be sold in execution, in front of the Court-house, for the District of Kuils River, on Thursday, 13 January 1994 at 09:00, to the highest bidder:

Certain Erf 2255, Gaylee, in the Melton Rose Local Area, Stellenbosch Division, in extent 244 (two hundred and forty-four) square metres, held by Deed of Transfer T20956/89, also known as 19 Concord Way, Dennermere, Blackheath, 7581.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

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

Dated at Bellville on this 24th day of November 1993.

G. Visser, for Malan Laàs & Scholtz, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP W15688.)

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

In the matter between **ABSA Bank Ltd**, trading as United Bank Ltd, Plaintiff, and **Joshua Christoffel Jacobus September**, First Defendant, and **Dorothea September**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution dated 15 October 1993, the following property will be sold in execution, in front of the Court-house for the district of Kuils River, on Thursday, 13 January 1994 at 09:00, to the highest bidder:

Certain Erf 1570, Gaylee, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 303 (three hundred and three) square metres, held by Deed of Transfer T52007/92, also known as 8 Groenberg Street, Greenfield, Blackheath, 7581.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of sixteen per centum (16%) 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 date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

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

Dated at Bellville on 24th day of November 1993.

Malan Laàs & Scholtz, for G. Visser, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z21630.)

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

In the matter between **ABSA Bank Ltd**, trading as Allied Bank Plaintiff, and **William Feni**, First Defendant, and **Mildred Feni**, Second Defendant

In pursuance of a judgment in the Magistrate's Court, for the District of Kuils River, and writ of execution dated 25 October 1993, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Thursday, 13 January 1994 at 09:00, to the highest bidder:

Certain Erf 577, Mfuleni, in the are of the Town Council of Mfuleni, Administrative District of Stellenbosch, in extent 198 (one hundred and ninety-eight) square metres, held by Deed of Transfer T46445/91, also known as 125 Church Street, Erf 577, Mfuleni Location, Blackheath, 7581.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms and outside w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of nineteen comma fifty per centum (19,50%) 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 date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

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

Dated at Bellville on the 24th day of November 1993.

Malan Laàs & Scholtz, for G. Visser, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22167.)

Case 8428/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD**

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **Raymund Desmond Heunis**, First Execution Debtor, and **Roberta Heunis**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court, for the District of Goodwood, dated 18 October 1993, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court-house at Goodwood, to the highest bidder on 17 January 1994 at 11:00:

Erf 32003, Goodwood, in the Local Area of Elsies River, Cape Division, in extent 224 (two hundred and twenty-four) square metres.

Street address: 13, 18th Avenue, Elsies River.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Dwelling with brick walls under tiled roof consisting of lounge, kitchen, three bedrooms, bathroom and toilet.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court, or auctioneer, immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Epping Avenue, Elsies River.

(4) Payment shall be effected as follows: Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of sixteen per centum (16%) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 23rd day of November 1993.

Buchanan Boyes Thompson Smithers Inc. (Inc.), Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 1461/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **ABSA Bank Limited**, Allied Bank Division, Execution Creditor, and **Dick Richard Brown**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain, dated 16 February 1993, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court-house at Wynberg, to the highest bidder on 19 January at 10:00:

Erf 6749, Mitchells Plain, in the Municipality of Cape Town, Cape Division; in extent 172 (one hundred and seventy-two) square metres. *Street address:* 84 Harvester Way, Westridge, Mitchells Plain.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Dwelling with brick walls under tiled roof consisting of three bedrooms, lounge, kitchen, toilet and bathroom.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court, or auctioneer, immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 7 Electric Street, Wynberg.

(4) Payment shall be effected as follows: Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16,75% (sixteen comma seven five per centum) from the date of sale to date of registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 23rd day of November 1993.

Buchanan Boyes Thompson Smithers Inc. (Inc.), Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 5616/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Cambridge Properties (Pty) Ltd**, Plaintiff, and **Werner Jansen**, Defendant

In pursuance of a judgment of the above Honourable Court, and a warrant of execution, dated 1 October 1993, the following property will be sold on 7 January 1994 at 11:00, to the highest bidder, subject to the provisions of the conditions of sale:

Remainder of Erf 479 (East London North Township), Municipality of Beacon Bay, Division of East London, in extent 1 528 (one thousand five hundred and twenty-eight) square metres, held under T2415/87, known as 50 Hillcrest Drive, Beacon Bay, East London.

The sale aforesaid will take place at the property itself being 50 Hillcrest Drive, Beacon Bay, East London.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee, to be furnished to the Plaintiff's attorney within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed/deed of transfer.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

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

Conventional dwelling under tiled roof comprising three bedrooms, kitchen, dining-room, two lounges, utility room, bathroom, servants quarters and pool.

Dated at East London on this 25th day of November 1993.

Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. C. Kloot/tj.)

Case 3245/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Harry Elias**, First Judgment Debtor, and **Dorothea Busch**, Second Judgment Debtor

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 14 January 1994 at 09:00:

Description: Erf 1035, Eerste River, Local Area of Melton Rose, Stellenbosch Division, in extent three hundred and six (306) square metres.

Postal address: 9 Cocoul Street, Melton Rose, Devon Park.

Improvements: *Dwelling:* Three bedrooms, kitchen, lounge, bathroom and toilet, held by Deed of Transfer T45896/88.

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

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 1st day of December 1993.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W49578/HVN/Mrs Wolmarans.)

Saak 32872/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **Federated Timbers (Edms.) Beperk**, Eiser, en **R. J. O'Brien**, Verweerder

Ingevolge 'n vonnis wat in bogemelde Landdroshof op 23 September 1993 toegestaan en 'n lasbrief wat uit bogemelde Hof uitgereik is, sal die ondergemelde eiendom opgeveil word by die perseel op 13 Januarie 1994 om 14:00:

Die eiendom wat verkoop sal word is Erf 56786, Kaapstad, te Claremont, in die munisipaliteit Kaapstad, afdeling Kaap, groot 1 026 (eenduisend ses-en-twintig) vierkante meter. Gehou kragtens Transportakte T18235/1990, geleë te Angelinalaan 5, Claremont, synde 'n tweevlakhuis gebou van bakstene met 'n dak, bestaande uit vier slaapkamers, sitkamer, eetkamer, kombuis, badkamer, twee toilette en motorhuis. Die verkoopvoorwaardes kan by die kantoor van die Balju, Wynberg, gelees word.

Geteken te Kaapstad op hierdie 3de dag van Desember 1993.

Truter & Hurter Ing., Prokureur vir Vonnisiskuldeiser, Vyfde Verdieping, Dumbartongebou, hoek van Adderley- en Kerkstraat, Kaapstad.

Saak 2844/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **L. D. van Niekerk**, Eksekusieskuldeiser, en **J. A. P. Odendaal**, Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Paarl, gehou te Paarl, en lasbrief gedateer 10 Maart 1993, sal die volgende onroerende eiendom hieronder beskryf, geregteik te Lothlorien Plaas, Kleinfontein, Wellington, op Donderdag, 13 Januarie 1994 om 10:00, aan die hoogste bieder verkoop word:

Gedeelte 7 van die Plaas 278 (Kleinfontein), in die munisipaliteit Wellington en afdeling Paarl, groot 3,6545 hektaar, geleë soos hierbo.

Terme:

1. Die verkoping sal aan die hoogste bieder geskied, onderhewig aan die bepalings van die Wet op Landdroshowe (No. 32 van 1944), soos gewysig, en die reëls en bepalings wat daarvolgens en volgens die transportaktes gemaak is in soverre dit van toepassing is.

2. Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die afslaer. Die balans tesame met rente bereken daarop teen 23% (drie-en-twintig persent) per jaar tot datum van registrasie van die transport, moet binne 14 dae betaal word, of verseker word deur 'n bank- of bougenootskapwaarborg.

3. Die koper sal alle transportkoste (insluitende hereregte of Belasting op Toegevoegde Waarde), en alle koste wat daarmee gepaard gaan, betaal.

4. Die ander voorwaardes en terme lê ter insae by die kantore van die Balju van die Hof, Landdroskantoor, Wellington.

Gedateer te Paarl op hierdie 2de dag van Desember 1993.

Faure & Faure, Eiser se Prokureurs, Hoofstraat 227, Paarl.

Case 26098/93

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

ABSA Bank Limited, trading as United Bank Ltd *versus* **Kenneth Thomas**, and **Rugaya Thomas**

The following property will be sold in execution to the highest bidder at a public auction to be held at in front of the Court-house for the District of Bellville on Monday, 10 January 1994 at 14:00:

Erf 20866, Bellville, in the Municipality of Bellville. In extent 308 (three hundred and eight) square metres. Held by Deed of Transfer T13938/91 and situated at 347 Osborne Street, Bellville South, 7530.

Conditions of sale:

1. The full conditions of sale will be read immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash or bank guaranteed-cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

Dated at Bellville on this the 30th day of November 1993.

G. Visser, for Malan Laas & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22110.)

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

ABSA Bank Limited, trading as United Bank Ltd versus **Mary-Ann Taute**

The following property will be sold in execution to the highest bidder at a public auction to be held at in front of the Court-house for the District of Kuils River, on Wednesday, 12 January 1994 at 09:00:

Erf 1370, Gaylee, in the Local Area of Blue Downs. In extent 310 (three hundred and ten) square metres. Held by Deed of Transfer T48306/1991, and situated at 70 Matroosberg Crescent, Blackheath, 7581.

Conditions of sale:

1. The full conditions of sale will be read immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash or bank guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 20% (twenty per centum) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

Dated at Bellville on this the 30th day of November 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP WU7311.)

Case 10812/93

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

ABSA Bank Limited, trading as Allied Bank versus **Michael Abraham Grootboom**, and **Mary Ann Grootboom**

The following property will be sold in execution to the highest bidder at a public auction to be held at in front of the Court-house for the District of Kuils River on Wednesday, 12 January 1994 at 09:00:

Erf 4737, Blue Downs, in the Local Area of Lower Kuils River. In Extent 332 (three hundred and thirty-two) square metres. held by Deed of Transfer T39971/89 and situate at 5 Plane Street, Forest Village, Eerste River, 7100.

Conditions of sale:

1. The full conditions of sale will be read immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash or bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16% (sixteen per centum) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

Dated at Bellville on this the 30th day of November 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z21432.)

Case 7253/93

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

ABSA Bank Limited, trading as United Bank Limited versus **John Petrus Solomons**, and **Fadielia Solomons**

The following property will be sold in execution to the highest bidder at a public auction to be held at in front of the Court-house for the District of Kuils River, on Wednesday, 12 January 1994 at 09:00:

Erf 1532, Blue Downs, in the Local Area of Lower Kuils River 1. In extent 250 (two hundred and fifty) square metres. Held by Deed of Transfer T50169/90 and situate at 5 Leon Street, Malibu Village, Blue Downs, 7100.

Conditions of sale:

1. The full conditions of sale will be read immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room/kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash or bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

Dated at Cape Town on this the 30th day of November 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z19993.)

Case 13117/93

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 **Apolis Melvin Minnie and Charltime Veronica Minnie**, Defendants

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 17277, Mitchells Plain, in the Municipality of Cape Town, Cape Division. *In extent*: 244 (two four four) square metres, also known as 17 Bamboo Road, Lentegur.

Conditions:

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

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

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

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

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

Dated at Cape Town this 30th day of November 1993.

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

Case 7133/93

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Ndumiso Samuel Godlimpi**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 27 May 1993, the following immovable property will be sold in execution on Wednesday, 12 January 1994 at 10:00, at the Magistrate's Court, Kokstad, to the highest bidder:

Lot 989, Bhongweni, Administrative District of Mount Currie, in extent 308 (three hundred and eight) square metres.

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

The property is physically situated at Lot 989, Bhongweni, Mount Currie, Kokstad, which property consists of land improved by a single-storey dwelling-house with garage, attached under brick and tile comprising two bedrooms, bathroom, w.c., lounge, dining-room and kitchen. The property is fenced on three sides but there are no outbuildings.

Material conditions of sale:

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

The full conditions of sale can be inspected at the office of the Sheriff of the Court, Kokstad, and interested parties may contact the Execution Creditor, who may be prepared to grant loan facilities to an approved purchaser.

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

Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 23732/89

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

ABSA Bank Limited, trading as United Bank *versus* **Myrtle Barbara Hilario**

The following property will be sold in execution at the site of the property, 53 Eleventh Street, Kensington, Cape, on Thursday, 20 January 1994, at 11:30, to the highest bidder:

Remainder of Erf 110327, portion of Erf 21905, Cape Town at Maitland, in extent 251 square metres, held by T5372/1988, situated at 53 Eleventh Street, Kensington, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, three bedrooms, en suite bathroom/toilet, shower/toilet and single garage.

2. *Payment*: 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance, plus interest at the current rate of 15,25% (fifteen comma twenty-five per cent) per annum, calculated on the Judgment Creditor's claim, from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D9U2105/gl.)

Case 32415/93

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

ABSA Bank Limited, trading as Allied Bank *versus* **Jeanette Teresa Robner**

The following property will be sold in execution at the site of the property, 6 Guildford Court, Escombe Road, Vredehoek, Cape, on Thursday, 20 January 1994 at 09:30, to the highest bidder:

A unit consisting of:

(a) Section 6, as shown and more fully described on Sectional Plan SS49/1989 (SS215/1987), in the scheme known as Guildford Court, in respect of the land and building or buildings situated at Vredehoek, in the Municipality of Cape Town, Cape Division, of which section the floor area according to the said sectional plan is 33 (thirty-three) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan. Held by Deed of Transfer ST49/1989 (6) (Unit), also known as 6 Guildford Court, Escombe Road, Vredehoek, Cape.

1. The following improvements are reported but not guaranteed:

Sectional title unit: Lounge/bedrooms, kitchen, shower/toilet.

2. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance, plus interest at the current rate of 15,25% (fifteen comma twenty-five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3A0506/gl.)

Case 1456/93

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

ABSA Bank Limited, trading as Allied Bank *versus* **Johannes Arnold Erwin Prozesky and Mari Prozesky**

The following property will be sold in execution at the site of the property, 7 Provence, Strand, Cape, on Wednesday, 19 January 1994 at 12:30, to the highest bidder:

Erf 9516, the Strand, in extent 927 square metres, held by T47531/1991, situated at 7 Provence, Strand, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, dining-room, kitchen, four bedrooms, two bathrooms/toilet, shower/toilet and garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3A0174/gl.)

Case 5334/92

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

ABSA Bank Limited, trading as United Bank, *versus* **Andrie Kruger Hancke**

The following property will be sold in execution at the site of the property, Portion 77, a portion of Portion 12, of the farm Firland 959, Gordon's Bay, Cape, on Wednesday, 19 January 1994 at 11:30, to the highest bidder:

Portion 77, a portion of Portion 12, of the Farm Firland 959, in extent 1,1215 hectares, held by T67488/1991, situated at Portion 77, a portion of Portion 12, of the farm Firland 959, Gordon's Bay, Cape.

1. The following improvements are reported but not guaranteed:

Vacant land.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U1522/gl.)

Case 943/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Robert Thomas Arendse** and **Catherine Johanna Arendse**

The following property will be sold in execution at the site of the property, 5 Magnolia Road, Bredasdorp, Cape, on Friday, 21 January 1994 at 11:00, to the highest bidder:

Erf 3005, Bredasdorp, in extent 513 square metres, held by T66647/1992, situated at 5 Magnolia Road, Bredasdorp, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0467/gl.)

Case 2871/93

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Mei Tarentaal** and **Sofie Tarentaal**

The following property will be sold in execution at the site of the property, 176 Danie Cupido Street (now known as 37 Angelier Street), De Doorns, Cape, on Tuesday, 18 January 1994 at 10:00, to the highest bidder:

Erf 1481, De Doorns, in extent 305 square metres, held by T28245/1990, situated at 176 Danie Cupido Street (now known as 37 Angelier Street), De Doorns, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3A0264/gl.)

Case 2032/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Eastern Cape Division)

In the matter between **Eastern Province Building Society**, Plaintiff, and **Adriaan Willem Oosthuizen**, First Defendant, and **Hester Helena Oosthuizen**, Second Defendant

In pursuance of a judgment granted by the above Honourable Court on 4 November 1993, the hereinafter mentioned property shall be sold in execution by the Sheriff for the District of Alexandria on Wednesday, 12 January 1994 at 10:00, at the Magistrate's Court, Alexandria, Cape:

1. Erf 793, Boesmansriviermond in the Municipality of Boesmansriviermond, Division of Alexandria, in extent 1 208 (one thousand two hundred and eight) square metres, held by the Defendant under Deed of Transfer T13030/1989.

A deposit of 10% (ten per centum) of the purchase price is payable in cash on the date of the sale and the balance against registration of transfer.

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

One single storey dwelling, brick under tile with flooring under carpets and novilon consisting on lounge, dining-room, three bedrooms, one and a half bathroom, two w.c.s, shower and fitted kitchen as well as open paved stoep. Outbuildings under main roof consisting of garage and w.c. Electricity supplied by Escom and municipal water supply.

The conditions of sale may be inspected at the offices of the Sheriff, Magistrate's Court, Alexandria.

Dated at Grahamstown this 26th day of November 1993.

Neville Borman & Botha, Attorneys for Plaintiff, High Street, Grahamstown. (Ref. Mr Borman.)

Case 8219/93

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

In the matter between **ABSA Bank Limited** (formerly United Bank Limited), Plaintiff, and **Piet Paulus Conradie**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, dated 22 October 1993, the following will be sold in execution on 11 January 1994 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 4014 (portion of Erf 31), Kleinvlei, 256 (two hundred and fifty-six) square metres, held by Deed of Transfer T71209/92, situated at 50 Sering Street, Kleinvlei, Eersterivier.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

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

Case 12146/93

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

In the matter between **ABSA Bank Limited** (formerly United Bank Limited), Plaintiff, and **N. de Jager**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, dated 21 October 1993, the following will be sold in execution on 11 January 1994 on 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 1521 (portion of Erf 826), Eersterivier, 301 (three hundred and one) square metres, held by Deed of Transfer T45690/88, situated at 80 Bobs Way, Devon Park, Eerste River.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

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

Case 17085/93

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

In the matter between **ABSA Bank Limited** (formerly United Bank Limited), Plaintiff, and **G. A. Daniels**, First Defendant, and **Mrs. J. R. Daniels**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, the following will be sold in execution on 11 January 1994 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 591 (a portion of Erf 448), Weltevreden Valley, 281 (two hundred and eighty-one) square metres, held by Deed of Transfer T31571/1989, situated at 9 Villa Park, The Leagues, Weltevreden Valley, Mitchells Plain.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

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

Case 12344/92

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

In the matter between **ABSA Bank Limited** (formerly United Bank Limited), Plaintiff, and **R. A. Truter**, First Defendant, and **Mrs. F. F. Truter**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, dated 23 March 1993, the following will be sold in execution on 11 January 1994 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 2859, Kleinvlei, 605 (six hundred and five) square metres, held by Deed of Transfer T62227/1987, situated at 13 Columbus Street, Forest Glade, Eerste River.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 17,25% (seventeen comma two five per centum) per annum calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

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

Case 50164/92

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

In the matter between **ABSA Bank Limited** (formerly United Bank Limited), Plaintiff, and **M. P. Lala**, First Defendant, and **Mrs. T. Lala**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg, dated 29 April 1993, the following will be sold in execution on 11 January 1994 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 1057, Schaap Kraal, 356 (three hundred and fifty-six) square metres, held by Deed of Transfer T19374/89, situated at 5 Garnet Close, Schaapkraal, Grassy Park.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 17,25% (seventeen comma two five per centum) per annum calculated on the capital Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

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

Case 4888/93

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

In the matter between **ABSA Bank Limited** (formerly United Bank Limited), Plaintiff, and **P. J. April**, First Defendant, and **Mrs S. April**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, dated 21 May 1993, the following will be sold in execution on 11 January 1994 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 2791 (portion of Erf 1), Kleinvlei, 542 (five hundred and forty-two) square metres, held by Deed of Transfer T39334A/1991, situated at 12 Polo Street, Forestglade, Eerste River.

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

2. A deposit of ten per cent of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

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

Case 27822/92

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

In the matter between **Peyton International CC**, Plaintiff, and **Nisaar Mia**, First Defendant, and **Lameez Mia**, Second Defendant

In pursuance of a judgment in the Magistrate's Court of Wynberg, and writ of execution dated 21 July 1993, a third-share of the following will be sold in execution on Monday, 17 January 1994, at 12:00, at the site, being 41 Johnston Road, Athlone Cape, to the highest bidder:

Erf 40787, Cape Town, at Athlone, in the Municipality of Cape Town, Cape Division, in extent seven hundred and forty-four (744) square metres, held by Deed of Transfer T26230/1967, also known as 41 Johnston Road, Athlone.

1. The sale shall be subject to the terms and conditions of the Magistrates' Court Act, the rules made thereunder and of the title deed of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of fifteen comma five per centum (15,5%) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any other preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

3. *Conditions:* The full conditions of sale, which will be read out by the Sheriff of the Court, immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Cape Town on this the 7th day of December 1993.

M. S. Frank & Frank, Plaintiff's Attorneys, 301 Dumbarton House, 1 Church Street, Cape Town. [Ref. JCH/ma/PI0018.]

Case 12121/93

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

In the matter between **ABSA Bank Ltd**, trading as United Bank, Judgment Creditor, and **Nazir Ahmed Ayub**, First Judgment Debtor, and **Widaad Ayub**, Second Judgment Debtor

The following property will be sold in execution by public auction held at Wynberg Court, to the highest bidder on 25 January 1994 at 10:00:

Description: Remainder of Erf 36736, Cape Town at Athlone, in the Municipality of Cape Town, Cape Division, in extent four hundred and ninety-six (496) square metres. *Postal address:* 20 Habibia Hatton Estate, Athlone. *Improvements:* *Dwelling:* Two bedrooms, lounge, kitchen, bathroom, toilet, dining-room, TV-room, single garage, held by Deed of Transfer T33423/89.

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

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of sixteen per centum (16%) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow on this the 29th day of November 1993.

Van Niekerk H. C., for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500.

Case 6901/93

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

ABSA Bank Ltd, trading as Allied Bank *versus* **Gerhardus Petrus Jacobus van Zyl**

The following property will be sold in execution at the site of the property, 35 Holland Avenue, Bothasig, Cape, on Tuesday, 18 January 1994 at 11:00, to the highest bidder:

Erf 7521, Milnerton, in extent 595 (five hundred and ninety-five) square metres, held by T40267/1983, situated at 35 Holland Avenue, Bothasig, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, shower/toilet and garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of fifteen comma two five per centum (15,25%) calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within fourteen (14) days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3A0225/gl).

Case 9224/90

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

ABSA Bank Ltd, trading as United Bank *versus* **Adam David Wilson**, and **Veronica Lynnette Wilson**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 17 January 1994 at 09:00, to the highest bidder:

Erf 3504, Blue Downs, in extent 415 (four hundred and fifteen) square metres, held by T35970/1989, situated at 9 Jasmine Crescent, Hillcrest Heights, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Entrance, lounge, two bedrooms, bathroom and toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of fifteen comma two five per centum (15,25%) calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within fourteen (14) days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D0U2437/gl.)

Case 12314/1993

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

ABSA Bank Ltd, trading as United Bank *versus* **Neville Louw**, and **Sylvia Felicia Louw**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 17 January 1994 at 09:00, to the highest bidder:

Erf 1704, Eerste River, in extent 365 (three hundred and sixty-five) square metres, held by T21675/1989, situated at 19 Salvia Road, Devon Park, Eerste River, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge/dining-room/kitchen, three bedrooms, dressing room, bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank guarantee cheque at the time of the sale and the balance [plus interest at the current rate of fifteen comma two five per centum (15,25%) calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within fourteen (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 immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0519/gl.)

Case 3164/92

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

ABSA Bank Ltd, trading as United Bank *versus* **Derek Everton Heradien**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 17 January 1994 at 09:00, to the highest bidder:

Erf 582, Kleinvlei, in extent 600 (six hundred) square metres, held by T26419/1985, situated at 34 Lindentree Street, Forest Heights, Kleinvlei Annex, Cape.

1 The following improvements are reported but not guaranteed: *Dwelling*: Lounge/dining-room, kitchen, three bedrooms, bathroom, en suite shower/toilet and double garage.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of fifteen comma two five (15,25%) calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within fourteen (14) 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.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U1248/gl.)

Saak 1186/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SOMERSET-WES GEHOUD TE SOMERSET-WES

In die saak tussen **Nedcor Bank Bpk.** voorheen Nedperm Bank Bpk., Eiser, en **Charles McHelm**, getroud binne gemeenskap van goedere met **Margaret Sophia McHelm**, Verweerder

Ingevolge 'n vonnis gegee deur die Landdroshof, Somerset-Wes, op 5 April 1993, en 'n lasbrief vir uitvoering uitgereik op 5 April 1993, sal die eiendom bekend as:

Erf 1453, Macassar, synde Showboatstraat 36, Macassar, geleë in die plaaslike gebied van Macassar, afdeling Stellenbosch, groot 314 (driehonderd-en-veertien) vierkante meter, in eksekusie verkoop word op 25 Januarie 1994 om 10:00, te Landdroshof, Somerset-Wes, op die terme en voorwaardes wat onmiddellik voor die verkoping uitgelees sal word en wat intussen by die kantoor van die Balju van die Landdroshof, Somerset-Wes en by die kantore van die ondergetekende nagegaan mag word. Die wesenlike terme en voorwaardes van die verkoping is as volg:

1. Die koper sal 10% (tien per centum) van die koopprys onmiddellik na die verkoping betaal en sal 'n bank- of bougenootskapwaarborg wat deur die Eiser se prokureurs aanvaarbaar is, verskaf vir die uitstaande koopprys en rente daarop binne 14 (veertien) dae na die datum van verkoping.

2. Benewens die koopprys sal die koper alle koste van die Raad ten opsigte van agterstallige eiendomsbelasting en boetes sowel as invorderingskommissie, indien enige, tesame met rente aan die Eiser op die kapitale bedrag bereken teen 17,25% (sewentien komma twee vyf per centum) per jaar vanaf datum van verkoop tot datum van registrasie van oordrag, beide datums ingesluit, betaal.

3. Die verkoop is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe en die reëls daarkragtens uitgevaardig.

4. Dit word beweer dat die volgende verbeteringe op die eiendom is, maar niks word in hierdie opsig gewaarborg nie: Woonhuis.

Gedateer te Strand op hierdie 25ste dag van November 1993.

M. G. Lourens, vir Rowan en Pullen, Eerste Verdieping, Eerste Nasionale Bank-gebou, Hoofweg, Strand.

Case 7200/90

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

ABSA Bank Ltd, trading as United Bank *versus* **Moegamat Salie Hendricks**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 19 January 1994 at 10:00, to the highest bidder:

Erf 69186, Cape Town at Wynberg, in extent 596 (five hundred and ninety-six) square metres, held by T31021/1984, situated at 150 Sussex Road, Wynberg, Cape.

1. The following improvements are reported to be on the property but not guaranteed: Double-storey dwelling. *Ground floor*: Entrance-hall, lounge, dining-room, family-room, kitchen, laundry, shower/toilet. *First Floor*: Five bedrooms, two bathrooms/shower/toilets, sauna and garage.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of fifteen comma two five per centum (15,25%) calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D0U0377/gl.)

Case 7795/93

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Mrs C. M. Blaauw**, Defendant

In pursuance of a judgment of the above Court, the following immovable property will be sold in execution on 11 January 1994 at 11:00, at 2A Jacques Street, Paarl:

Erf 3903, Paarl, in the Municipality and Division of Paarl, measuring 1 038 (one thousand and thirty-eight) square metres, held by Deed of Transfer T62349/87.

The property is situated at 2A Jacques Street, Paarl and comprises: A double-storied dwelling under cement-tile roof, four bedrooms with built-in cupboards of imbuia and wall to wall carpeting, three bathrooms (one with shower), lounge, dining-room and kitchen, two garages and car-port. The property is fenced in by facebrick walls.

Conditions of sale—abridged:

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

2. The purchase price shall be paid as follows: 10% (ten per centum) thereof in cash upon signature of the conditions of sale or otherwise as the Messenger of the Court/auctioneer may arrange and the balance of the purchase price together with interest thereon at the rate of 23,25% (twenty-three comma two five per centum) per annum, calculated from date of the auction up to and including the date of payment or registration of transfer whichever event may occur first, payment of the balance of the purchase price is to be secured by means of a bank or other approved guarantee in favour of Plaintiff's attorneys for credit of the Plaintiff and delivered to the Plaintiff's attorneys within ten (10) days from the date of the auction.

3. The full conditions of the sale will be read out by the Messenger of the Court/auctioneer immediately, prior to the sale and may be inspected at his office or the offices of the Plaintiff's attorneys.

D. Jooste & Co., Attorneys for Plaintiff, 334 Main Street, P.O. Box 232, Paarl. [Tel. (02211) 2-3131/2.]

Case 8135/93

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

In the matter between **NBS Bank Limited**, formerly trading as Natal Building Society, Plaintiff, and **Vuyisile Elijah Magazi**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 5 October 1993, and a writ of execution dated 11 October 1993, the right of leasehold in and to the property listed hereunder will be sold in execution on Friday, 14 January 1994 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 1427, kwaDwesi, Administrative District of Port Elizabeth, measuring 264 (two hundred and sixty-four) square metres, situated at 5 Mnyamaznzi Street, kwaDwesi 3, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, block under tile private, detached dwelling with fitted carpets, lounge, kitchen, two bedrooms, bathroom, w.c. and with fenced boundary.

Material conditions of sale:

1. The right of leasehold in and to the property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act, and the rules made thereunder and of the certificates of registered grant of leasehold, in so far as these are applicable.

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 18% (eighteen per cent) interest thereon per annum, shall be secured within twenty-one (21) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this the 15th day of November 1993.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Case 7578/92

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **N. Botman**, First Defendant, and **S. Botman**, Second Defendant

In the above matter a sale will be held on 11 January 1994 at 09:00, at the Magistrate's Court, Kuils River, being:

Erf 4287, Kleinvlei, in the Local Area of Blue Downs, Division of Stellenbosch, measuring 274 (two hundred and seventy-four) square metres, held by Deed of Transfer T51873/1990.

Street address: 62 Liguster Street, Kleinvlei, Eerste River.

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. The purchase price for the property shall be paid in the following manner:

(a) One tenth ($\frac{1}{10}$) of the purchase price in cash or by means of a bank initialled cheque in favour of the Messenger of the Court shall be paid to the Messenger of the Court on the day of the sale.

(b) The balance of the purchase price together with interest thereon at ruling building society rates from date of sale to date of payment shall be paid to the transfer attorneys free of exchange at Kuils River against registration to transfer, and the purchaser shall within fourteen (14) days of the date of sale furnish the transfer attorneys with a bank or building society guarantee to the satisfaction of such attorneys for the due payment of the balance of the purchase price and interest.

3. The following improvements are on the property: A single storey brick dwelling comprising of three bedrooms, sitting-room, kitchen, bathroom and toilet (although nothing in this respect is guaranteed).

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 Messenger of the Court, Bellville, and at the offices of the undersigned.

Dated at Kuils River this 18th day of November 1993.

A. van Eeden, for Hickman & Van Eeden, corner of Van Riebeeck Road and Mikro Street, Kuils River.

Case 5549/93

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

ABSA Bank Limited, trading as United Bank *versus* **Rodney Koff and Jennifer Gail Koff**

The following property will be sold in execution by public auction held at Wynberg, Magistrate's Court, to the highest bidder on 12 January 1994 at 10:00:

Erf 4270, Mitchells Plain, in the Municipality of Cape Town, Division of Cape, in extent 207 (two hundred and seven) square metres, held by Deed of Transfer T18438/87, situated at 94 Zambezi Road, Mitchells Plain.

Conditions of sale:

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

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest 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 8th day of November 1993.

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

Case 16369/93

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

ABSA Bank Limited, trading as Allied Bank *versus* **Derek Raymond Mullins and Carolynn Mullins**

The following property will be sold in execution by public auction held at Wynberg Magistrate's Court, to the highest bidder on 12 January 1994 at 10:00:

Erf 2260, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Cape Division, in extent 380 (three hundred and eighty) square metres, held by Deed of Transfer T75029/91, situated at 9 Wimbledon Crescent, London Village, Weltevreden Valley.

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 of brick walls under tiled roof, consisting of three bedrooms, kitchen, lounge and toilet/bathroom.

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 cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer, against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 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 16958/93

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

ABSA Bank Limited, trading as United Bank *versus* **Edmund Lionel Johnson and Allison Carol Johnson**

The following property will be sold in execution by public auction held at Wynberg Magistrate's Court, to the highest bidder on 12 January 1994 at 10:00:

Erf 13408, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 160 (one hundred and sixty) square metres, held by Deed of Transfer T15043/92, situated at 83 Celebes Crescent, Rocklands, Mitchells Plain.

Conditions of sale:

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

2. The following information is furnished but not guaranteed:

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

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 cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer, against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

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

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

Saak 373/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Bankfin**, Eksekusieskuldeiser, en **Raymond Machelm**, Eksekusieskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Kuilsrivier, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Woensdag, 12 Januarie 1994 om 10:00, te Karneoolstraat 9, Kleinvelei, Eersterivier, naamlik:

Erf 2268, Kleinvelei, in die afdeling Stellenbosch, groot 389 (driehonderd nege-en-tagtig) vierkante meter, gehou deur die Eksekusieskuldenaar kragtens Transportakte T45205/86, 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. $\frac{1}{10}$ (een tiende) van die koopprijs is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprijs tesame met rente daarop bereken teen die heersende prima bankkoers van 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 Belasting op Toegevoegde Waarde.

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.

Gedateer te Paarl hierdie 24ste dag van Desember 1993.

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

Case 59321/91

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

In the matter between **NBS Bank Limited**, Plaintiff, and **E. H. Moodley** (NB0086), Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction in front of the Magistrate's Court, Wynberg, on 14 January 1994 at 10:00:

Property: Erf 131682, Cape Town at Athlone, in the Municipality of Cape Town, Cape Division, measuring 420 (four hundred and twenty) square metres, held by Deed of Transfer T21785/90, more specifically known as 59 Anthony Road, Silvertown, Athlone.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.

2. The property will be sold voetstoots to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Dated the 15th day of November 1993.

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

Case 22180/92

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

In the matter between **ABSA Bank Limited**, trading as United Bank Ltd, Plaintiff, and **Hendrik Albertus van Niekerk**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Bellville, and writ of execution dated 1 September 1992, the following property will be sold in execution, at the site of the property, 38 De Villiers Road, Parow Valley, 7500, on Tuesday, 11 January 1994 at 12:15, to the highest bidder:

Certain Erf 19856, Parow, in the Municipality of Parow, Cape Division, in extent 447 (four hundred and forty-seven) square metres, held by Deed of Transfer T21987/91, also known as 38 De Villiers Road, Parow Valley, 7500.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

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

Dated at Bellville on the 15th day of November 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W14599.)

Case 5119/92

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

In the matter between **ABSA Bank Limited**, trading as United Bank Limited, Plaintiff, and **George Birtie Lockie**, First Defendant, and **Marion Ann Lockie**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution, dated 31 March 1993 the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Tuesday, 11 January 1994 at 09:00, to the highest bidder:

Certain Erf 4510, Eerste River, in the Local Area of Melton Rose, Division of Stellenbosch, in extent 262 (two hundred and sixty-two) square metres, held by Deed of Transfer T30617/89, also known as 60 Atlantic Street, Concor Park, Eerste River, 7100.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 15,25 (fifteen comma two five per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

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

Dated at Bellville on the 15th day of November 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W12994.)

Case 11673/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank Ltd, Plaintiff, and **Paul Ettionn Patience**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Tuesday, 11 January 1994 at 09:00, to the highest bidder:

Certain Erf 3770, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 330 (three hundred and thirty) square metres, held by Deed of Transfer T45884/92, also known as 30 Goldstein Street, Hillcrest, Blue Downs, 7100.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

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

Dated at Bellville on the 17th day of November 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP Z21665.)

Case 8274/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank Ltd, Plaintiff, and **Warren James McGregor**, First Defendant, and **Alvina Marina McGregor**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution dated 25 August 1993 the following property will be sold in execution, in front of the Court-house, for the District of Kuils River, on Wednesday, 12 January 1994 at 09:00, to the highest bidder:

Certain Erf 6627, Blue Downs, in the Local Area of Blue Downs, Administrative District of Stellenbosch, in extent 201 (two hundred and one) square metres, held by Deed of Transfer T61030/90, also known as 5 Aquila Close, Fountain Village, Eerste River, 7100.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

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

Dated at Bellville on the 15th day of November 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z20577.)

Case 6444/91

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Ebrahim Hendricks**, First Defendant, and **Ayesha Hendricks**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg, dated 14 January 1992, and warrant of execution issued in pursuance thereof, the following property will be sold in execution on 10 January 1994 at 10:00, at the site, being:

Erf 2421, Mitchells Plain, situated in the City of Cape Town, Cape Division. *In extent:* 300 (three hundred) square metres, held by the Defendants by Deed of Transfer T37382/1988, also known as 8 Pilot Way, Strandfontein.

Conditions of sale:

1. The property shall be sold to the highest bidder, subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, and of the title deeds in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed:

A dwelling built of brick under asbestos roof, consisting of a lounge, kitchen, bathroom and toilet, and three bedrooms.

3. Payment:

3.1 $\frac{1}{10}$ (one tenth) of the purchase price shall be paid to the Sheriff or his nominee by not later than 16:30 on the day of the sale.

3.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Plaintiff's conveyancers.

3.3 Interest shall be paid on—

3.3.1 The amount of the Plaintiff's claim at the current rate of interest applicable thereto for each month or part thereof from the date of sale to date of registration of transfer.

3.3.2 Interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to the date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above shall be secured by the purchaser by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the sale to the Plaintiff's conveyancers.

4. Full conditions of sale:

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

Lansdown, Ellis & Co., Attorneys for Plaintiff, Premier Centre, 451 Main Road, Observatory.

Saak 2716/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Petrus Johannes Munro**, Eerste Verweerder, en **Gertruida Johanna Munro**, Tweede Verweerder

Ter uitvoering van die vonnis van die Landdroshof te Mosselbaai, sal die volgende onroerende eiendom hieronder beskryf op Vrydag, 7 Januarie 1994 om 11:00, by die adres van die eiendom, naamlik Meyerstraat 48, Kleinbrakrivier, per publieke veiling verkoop word, naamlik:

Erf 48, Kleinbrakrivier, in die gebied van die plaaslike raad van Kleinbrakrivier, Rheebok, Tergniet, afdeling Mosselbaai.

Groot: 785 vierkante meter.

Verbeterings: Woonhuis bestaande uit drie slaapkamers, sitkamer, woonkamer, eetkamer, kombuis, twee badkamers en drie motorhuise.

Verkoopvoorwaardes:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die bepalinge van die Wet op Landdros-howe, No. 32 van 1944, soos gewysig, en die voorwaardes van die titelakte waaronder dit gehou word.

2. $\frac{1}{10}$ (een tiende) 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 moet verseker word deur die lewering van 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae na die veilingsdatum.

3. Die koper is aanspreeklik vir betaling van alle transportkoste, hereregte, agterstallige belastinge, diensgelde, Belasting op Toegevoegde Waarde, afslaaerskommissie en enige bykomende koste.

4. 'n Verband is beskikbaar aan 'n goedgekeurde koper.

5. Die verkoping geskied volgens die voorwaardes wat ter insae lê by die kantoor van die Balju, Montagustraart 99, Mosselbaai.

Gedateer te Mosselbaai hierdie 6de dag van Desember 1993.

Knopp & Kotze, Prokureurs vir Eiser, Powriestraat 5; Posbus 206, Mosselbaai, 6500.

Case 12564/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and the trustees for the time being of **First Frith Trust**, Judgment Debtor

The following property will be sold in execution by public auction held at Goodwood Court, to the highest bidder on 18 January 1994 at 12:00:

Description: Erf 254, Thornton, in the Municipality of Cape Town, Cape Division. *In extent:* 595 (five hundred and ninety-five) square metres.

Postal address: 52 Cypress Road, Thornton.

Improvements: Dwelling: Lounge, kitchen, three bedrooms, bathroom, two toilets, servant's quarters, garage and swimming pool. Held by Deed of Transfer T83848/92.

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

2. *Payment:* 10% (ten per cent) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 26% (twenty-six per cent) from the date of sale to date of registration of transfer, against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Parow this 7th day of December 1993.

H. C. van Niekerk, for Van Niekerk, Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W5 1847/HVN/Mrs Wolmarans.)

Case 24068/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **T. Jannasch (NB 0083)**, 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 13 January 1994 at 10:00:

Property:

A unit consisting of section 10, as shown and more fully described on Sectional Plan SS60/1986, in the building or buildings known as Impala, situated at Parow, in the Municipality of Parow, Cape Division, of which the floor area, according to the said sectional plan, is 75 (seventy-five) square metres in extent, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST6435/1990.

A unit consisting of Section 77, as shown and more fully described on Sectional Plan SS60/1986, in the building or buildings known as Impala, situated at Parow, in the Municipality of Parow, Cape Division, of which the floor area, according to the sectional plan, is 20 (twenty) 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 Deed of Transfer ST6435/1990.

More specifically known as 10 Impala Court, De Kock Street, Parow Valley.

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.

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

Dated: 6 December 1993.

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

Case 3984/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Dieter August Xavier de Schmid**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at 100 Helderberg College Road, Somerset West, on Friday, 14 January 1994 at 14:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Boland Bank Building, Main Road, Strand:

Erf 6275, Somerset West, situated in the Municipality of Somerset West, Division of Stellenbosch, measuring 1 465 (one thousand four hundred and sixty-five) square metres, held by Deed of Transfer T20641/91, also known as 100 Helderberg College Road, Somerset West (hereinafter referred to as the property).

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Entrance-hall, lounge, dining-room, study, kitchen, three bedrooms, bathroom/water closet, bathroom/water closet/shower.

There is also a garage and an outside water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash or bank-guaranteed cheque on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of the sale.
2. Auctioneer's charges, payable on the day of the sale to be calculated as follows: 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand), minimum charges R100 (one hundred rand).

Dated at Cape Town this 15th day of December 1993.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. G. I. Rushton/32684.)

Saak 2154/92

IN DIE LANDDROSHOF VIR DIE DISTRIK STRAND GEHOU TE STRAND

In die saak tussen **ABSA Bank Beperk**, voorheen United Bank Bpk., voorheen United Bouvereniging, Eiser, en **Jesias Engelbertus Janse van Rensburg**, Eerste Verweerder, en **Cornelia Aletta Janse van Rensburg**, Tweede Verweerder

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Strand, gedateer 20 Januarie 1993, en lasbrief tot uitwinning sal die volgende eiendom in eksekusie verkoop word, op die perseel, op Woensdag, 26 Januarie 1994 om 11:30, aan die hoogste bieder:

Sekere Erf 9466, Die Strand, in die Munisipaliteit Strand, afdeling Stellenbosch, groot 818 (agthonderd en agtien) vierkante meter, gehou kragtens Transportakte T30409/86, ook bekend as Navarrestraat 16, Die Bos, Strand.

1. Die verkoping sal onderhewig wees aan die bepalings en voorwaardes van die Wet op Magistraatshoue, die reëls daarvolgens uitgevaardig en van die toepaslike titelaktes van die eiendom en die eiendom sal, onderhewig aan die voorafgaande, aan die hoogste bieder verkoop word.
2. Die volgende verbeterings aan die eiendom word gemeld maar niks word gewaarborg nie: 'n Woonhuis bestaande uit: Sitkamer, eetkamer, drie slaapkamers, badkamer met toilet, stort met toilet, aangeboude enkelmotorhuis, bediendekamer, stort en toilet.

3. *Betaling:* Tien persent (10%) van die koopprys sal in kontant betaal word ten tyde van die verkoping en die volle balans daarvan tesame met rente teen die heersende koers van 19% (negentien per centum) per jaar bereken op die bedrag van die Vonnisskuldeiser se vordering (en ingeval daar enige voorkeur skuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag, teen registrasie van oordrag, welke bedrag versekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

4. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Strand op hierdie 10de dag van Desember 1993.

J. L. Aucamp, vir Murray Smith & Swanepoel, Prokureurs vir Vonnisskuldeiser, Unitedgebou, Hoofweg, Strand.

Case 31740/93

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

ABSA Bank Limited, trading as Allied Bank, versus Clyde Desmond Teare

The following property will be sold in execution at the site of the property, 7 Normandy Mansions, Avenue Marseilles, Fresnaye, Cape, on Tuesday, 18 January 1994 at 09:30, to the highest bidder:

Units consisting of:

1. (a) Section 7 as shown and more fully described on Sectional Plan SS119/1988, in the scheme known as Normandy Mansions, in respect of the land and building or buildings situated at Sea Point, in the Municipality of Cape Town, of which section the floor area according to the said sectional plan is seventy-three (73) square metres in extent, and

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

2. (a) Section 20 as shown and more fully described on Sectional Plan SS119/1988, in the scheme known as Normandy Mansions, in respect of the land and building or buildings situated at Sea Point, in the Municipality of Cape Town, of which section the floor area according to the said sectional plan is twenty-one (21) square metres in extent, and

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

Held by Certificates of Registered Sectional Title ST119/1988 (7) (unit) and ST119/1988 (20) (unit) also known as 7 Normandy Mansions, Avenue Marseilles, Fresnaye, Cape.

1. The following improvements are reported but not guaranteed: Sectional title unit: Lounge, kitchen, bedroom, bathroom/toilet and garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

Saak 14091/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Steytler Malloy**, Eerste Eksekusieskuldenaar, en **Carol Pauline Malloy**, Tweede Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 26 Januarie 1994 om 09:15, op die perseel:

Erf 19951, Bellville, in die plaaslike gebied Belhar, afdeling Kaap, groot 510 vierkante meter, gehou kragtens Transportakte T24113/92, ook bekend as Chestnutweg 61, Belhar.

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 17,25% (sewentien komma twee vyf 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: Baksteengebou met teëldak bestaande uit sitkamer, badkamer, toilet, drie slaapkamers en kombuis.

Buitegeboue: Geen.

4. Die volledige verkoopvoorwaardes sal ten tyde van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 3de dag van Desember 1993.

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

Case 9924/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Raymond Neville Robert Bowman**, First Defendant, and **Merle Denise Bowman**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Court, Kuils River, on Wednesday, 19 January 1994 at 12:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 29 Northumberland Street, Bellville:

Erf 2793, Eerste River, in the Local Area of Blue Downs, Stellenbosch Division, in extent 511 square metres, and situated at 28 Tarpon Close, Silwood, Eerste River.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 66 square metre single storey main dwelling comprising lounge, kitchen, three bedrooms, bathroom with water closet and shower with water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town this 7th day of December 1993.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cf/S1378/3625.)

Case 12955/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited** Plaintiff, and **Gloria Hilary Anne Williams N.O.**, First Defendant, and **Gloria Hilary Anne Williams**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at 1 McGregor Close, Eldridge, Paarl, on Tuesday, 25 January 1994 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 40 Du Toit Street, Paarl:

Erf 14427, Paarl, in the Municipality and Division of Paarl, in extent 862 square metres, and situated at 1 McGregor Close, Eldridge, Paarl.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 403 square metre main double storey dwelling, consisting of an entrance-hall, lounge, dining-room, family room, reception room, three bedrooms, kitchen, laundry, two and a half bathrooms, water closet, garage, servants' quarters with water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town this 8th day of December 1993.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cf/S1013/2813.)

Case 11566/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Adriaan Sarel van Dyk**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at 4 St Malo Avenue, Durbanville, on Wednesday, 19 January 1994 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, c/o Marais Müller, Sixth Floor, Boston Street 1, corner of Vortrekker and Boston Street, Bellville:

Erf 3984, Eversdale, Municipality of Durbanville, Division Cape, in extent 991 square metres, and situated at 4 St Malo Avenue, Durbanville.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 254 square metre dwelling consisting of an entrance-hall, lounge, dining-room, family room, kitchen, laundry, four bedrooms, two bathrooms/w.c.'s.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town this 8th day of December 1993.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. (Ref. W. D. Inglis/cf/S852/2264.) [Tel. (021) 22-2084.]

Saak 6307/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Provinsiale Afdeling Kaap die Goeie Hoop)

In die saak tussen **Boland Bank Beperk**, Eiser, en **Ockert Petrus Vosloo**, Verweerder

Geliewe kennis te neem dat die onderstaande eiendom op 10 Januarie 1994 om 10:00, voor die Landdroskantoor te Koninginstraat, Calitzdorp, te koop aangebied word:

1. Die plaas Spits Kop 56, in die afdeling Calitzdorp, groot 507,9235 (vyfhonderd en sewe komma nege twee drie vyf) hektaar.

2. Die plaas Groenefontein 57, in die afdeling Calitzdorp, groot 3070,8742 (drieduisend en sewentig komma agt sewe vier twee) hektaar, gehou kragtens Transportakte T61272/87.

Onderhewig aan die voorwaardes daarin vervat en wat betref paragraaf 1 in meer besonder onderhewig aan die voorbehoud ten gunste van die Staat ten opsigte van alle regte teenoor edelgesteentes, goud en silwer.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Omheinde weiveld. Geen geboue.

'n Deposito van 10% (tien persent) van die koopsom is in kontant by die veiling betaalbaar en die res teen registrasie van transport van die eiendom.

Die volledige veilingsvoorwaardes lê ter insae by die Balju, Hooggeregshof, Calitzdorp, en by Van der Spuy & Vennote, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. Volledige aanwysings van hoe om by die terrein waar die verkoping gehou word op die dag van die veiling te kom, is beskikbaar by die Balju. [Tel. (04437) 3-3712.]

Gedateer te Kaapstad op hede die 14de dag van Desember 1993.

Van der Spuy & Vennote, Prokureurs vir Eiser, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. (Tel. 419-3622.) (Verw. mnr. Van Breda/PFT/ra.)

Case 49119/92

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

In the matter between **Standard Bank of SA Limited**, Plaintiff, and **R. Dramat**, Defendant

In terms of a judgment granted by the Magistrate's Court of Wynberg, dated 26 October 1992, and a warrant of execution dated 13 July 1993, the undermentioned property will be sold voetstoots and without reserve in execution by public auction, held on site to the highest bidder on Friday, 14 January 1994 at 14:00:

Erf 36148, Cape Town at Athlone, in the Municipality of Cape Town, Cape Division, more commonly known as 96 Sirius road, Surrey Estate, Cape, in extent 480 (four hundred and eighty) square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. The following information is furnished but not guaranteed: One partly built double-storey house under tiled roof, single garage, unable to establish how many rooms or bathrooms.

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 to be sold and the balance of the purchase price, together with interest thereon at the ruling bank rate to be paid against registration of transfer, and secured within fourteen (14) days after the date of the sale by a bank or building society guarantee.

4. The full and complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Court, Wynberg.

A. G. Butler, for Dommissie & Butler, Plaintiff's Attorneys, 21 Belmont Road, Rondebosch. (Ref. AGB/Mrs Ratcliffe.)

NATAL

Case 44265/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **J. F. van der Merwe**, First Defendant, and **C. A. van der Merwe**,
Second Defendant

In pursuance of a judgment granted on 24 August 1993, in the Court of the Magistrate Durban, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by public auction to the highest bidder for cash by the Sheriff of the Magistrate's Court, Durban North, in front of the Magistrate's Court, Somtseu Road, Durban, on 18 January 1994 at 14:00, or so soon thereafter as possible:

Address of dwelling: 89 Willern Court, situation 159 Victoria Embankment, Durban.

Description: Section 64, as shown and more fully described on Sectional Plan SS162/85 in the scheme known as Willern Court in respect of the land and building or buildings situate at Durban, in the Local Authority Area of Durban, of which section the floor area according to the said plan is fifty-seven (57) square metres in extent and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held under Deed of Transfer ST14659/92.

Improvements: Batchelor flat consisting of an enclosed porch with built-in cupboards and carpeted floors, one kitchenette with built-in cupboards (floors tiled, walls $\frac{3}{4}$ tiled), combined bathroom and toilet with tub/basin (floor carpeted, walls $\frac{1}{2}$ tiled), open space parking. Building protected by electronic doors.

Zoning: Residential.

Material conditions:

1. Nothing in the above is guaranteed.
2. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the commission plus VAT due to the Sheriff on the day of sale and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys to be furnished to the Sheriff for the Magistrate's Court within twenty-one (21) days after the date of sale.
4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 18% (eighteen per centum) per annum on the respective amounts of the award to the Execution Creditor on the plan of distribution as from the date of the sale to date of transfer.
5. The property is to be sold as it stands, that is voetstoots and without any warranties whatsoever.

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

Dated at Durban this 6th day of December 1993.

Mooney Ford & Partners, Execution Creditor's Attorneys, Seventh Floor, Permanent Building, 343 Smith Street, Durban.
(Ref. JPC/FJvD/N247.)

Case 2523/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **Gabriel Sibusiso Dlomo**,
Defendant

In pursuance of a judgment granted on 14 May 1992 in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 14 January 1994 at 10:00, the front entrance to the Magistrate's Court, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit P45, in extent 4 410 square metres, situate in the Township of kwaMashu, represented and described on General Plan PB403/1978; held by virtue of Deed of Grant G002857/89, physical address Ownership Unit P45, kwaMashu.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey brick/plaster and asbestos dwelling (54 m²) comprising of a kitchen, lounge, two bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 22% (twenty-two per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

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

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Dated at Durban this 8 December 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z01759/MM.)

Case 2819/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Sookpally Misrilal**, Defendant

In pursuance of a judgment in the above Honourable Court dated 13 October 1992 and a writ of execution issued thereafter, the immovable property, listed hereunder, will be sold in execution at Sheriff's Office, 5 Courtyard Derek Hall, 172 Loop Street, Pietermaritzburg, on Friday, 24 January 1994 at 09:30, to the highest bidder:

Subdivision 3 of Lot 1257, Pietermaritzburg, situate in the City of Pietermaritzburg, Administrative District of Natal, in extent 387 square metres, held by the Defendant under Deed of Transfer T3866/92.

The following information is given but not guaranteed:

1. The property is situate at 14 Calcutta Road, Pietermaritzburg, which property is residential property.
2. There is a single storey brick under iron dwelling comprising lounge, kitchen, three bedrooms, bathroom, toilet, outside toilet and garage.

Material conditions:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the Supreme Court.
2. A deposit of 10% (ten per cent) in cash shall be paid by the highest bidder on the day of the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished within twenty-one (21) days after date of sale.
3. The sale shall be without reserve.
4. A full list of the conditions may be inspected at the office of the Sheriff of the Supreme Court for the District of Pietermaritzburg during normal office hours.

Dated at Pietermaritzburg this 8th day of December 1993.

J. von Klemperer, for Von Klemperer & Davis, Plaintiff's Attorneys, 2 Princess Street, Pietermaritzburg. (Ref. JVK/LAP/01/F508/011.)

Case 8852/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Investec Merchant Bank**, Plaintiff, and **A. Naidoo**, Defendant

In pursuance of a judgment granted on 22 August 1993 in the Magistrate's Court, Verulam, and under a warrant of execution against property issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 January 1994 at 10:00 at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam:

Description: Lot 3931, Tongaat (Extension 29), situate in Tongaat, Administrative District of Natal, in extent three hundred and thirty-seven (373) square metres.

Physical address: 142 Saunders Circle, Tongaat.

Improvements: Brick under tile dwelling comprising of double door garage, three bedrooms, lounge, dining-room, kitchen, toilet and bathroom.

Nothing is guaranteed in the above respects.

Conditions of sale:

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
(b) The property shall be sold without reserve to the highest bidder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Sheriff of the Court within fourteen (14) days after the sale to be approved by the Plaintiff's attorneys.
3. The purchaser shall be liable for payment of interest at the rate of twenty point seventy-five per centum (20,75%) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current and any arrears rates and any other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Dated at Verulam on this 30th day of November 1993.

Berkowitz Kinkel, c/o Vallarman & Company, Execution Creditor's Attorneys, First Floor, Nadasen Centre, 23 Moss Street, Verulam. [Ref. Ms V. Chetty/B128 (6)/sm.]

Case 28843/93

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

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited (Reg. No. 51/00009/06), Plaintiff, and **Prakash Sewsanker**, Defendant

In pursuance of a judgment granted on 17 September 1993, in the Court of the Magistrate, Durban and under a writ of execution issued thereunder and served on 15 November 1993, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 21 January 1994 at 10:00, in front of the Magistrate's Court, Scott Street, Scottburgh:

Description: Subdivision 247 of Lot 2 No. 1668, situated in the Widenham Health Committee Area, Administrative District of Natal, in extent 1 938 (one thousand nine hundred and thirty-eight) square metres.

Postal address: Subdivision 247 of Lot 2 No. 1668, Widenham, Umkomaas.

The property consists of: Vacant plot of land.

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

2.1 The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate of 18% (eighteen per centum) per annum to the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from the date of the sale to date of transfer, both days inclusive.

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

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Scottburgh.

Dated at Durban on this the 8th day of December 1993.

Meumann & White, Plaintiff's Attorney, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. H. Meumann/m/013739.)

Case 34283/92

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Kevin Michael Riddle**, Defendant

In pursuance of a judgment granted on 20 August 1992, in the Court of the Magistrate, Durban, and under a writ of execution issued thereunder, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 13 January 1994 at 10:00, at the Magistrate's Court Main, Sontseu Road-entrance, Durban:

Lot 2517, Kingsburgh Extension 15, situated in the Borough of Kingsburgh and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 691 (one thousand six hundred and ninety-one) square metres.

Property address: 39 Berrio Avenue, Illovo Glen, Amanzimtoti.

Property consists of: House with tiled roof, garage attached to main house, consisting of two bedrooms, toilet, bathroom, lounge and dining-room carpeted, kitchen tiled, fully fenced and outside toilet.

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

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.

2.1 The purchaser shall be liable for payment of interest at the rate of 19% (nineteen per centum) per annum to the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from the date of the sale to date of transfer, both days inclusive.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Durban South.

Dated at Durban on this the 9th day of December 1993.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. H. Savage/m/001058.)

Case 3145/90

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Sugrim**, First Execution Debtor, and **Dhanathie**, Second Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone dated 22 November 1990, the following property will be sold in execution, on 28 January 1994 at 09:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 157, Marburgh Extension 3, situated in the Marburgh Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 103 square metres.

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

The property is situated at Lot 157, Marburgh Extension 3.

Upon the property is a dwelling under brick and tile consisting of lounge, dining-room, kitchen, bathroom, toilet and basin, three bedrooms and toilet. Outbuildings under brick and asbestos consisting of spare room.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwiche Port, Natal and interested parties are asked to contact the Executor Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 6th day of December 1993.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate; 50 Bisset Street, Port Shepstone.

Case 5936/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Nhlanhla Zebon Ngema**, First Defendant, and **Klasi Allison Mlaba**, Second Defendant

In pursuance of judgment granted on 14 July 1993 in the Magistrate's Court of Verulam and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 14 January 1994 at 10:00, the front entrance to the Magistrate's Court, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit D1155, in extent 260 square metres, situated in the Township of kwaMashu, represented and described on General Plan BA 75/1978, held by virtue of Deed of Grant 1749/44.

Physical address: Ownership Unit D1155, kwaMashu.

The property has been improved by the erection of a dwelling-house thereon, consisting of:

A single storey brick/plaster and asbestos dwelling (52 m²) comprising of a kitchen, dining-room, two bedrooms, bathroom and w.c.'s. Municipal water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 20,25% (twenty comma two five per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff's or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Dated at Durban this 22nd day of November 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z15512/MM.)

Case 101/93

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

In the matter between **KwaZulu Finance & Investment Corp Ltd**, Plaintiff, and **Thulani Christopher Zulu**, Defendant

In pursuance of a judgment granted on 22 February 1993 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 12 January 1994 at 09:00, at Office 2, Adams Building, Osborn Road, Eshowe:

1. (a) *Deeds office description:* Ownership Unit B1471, situated in the Township of Sundumbili, District of Inkanyezi, in extent 434 (four hundred and thirty-four) square metres.

1. (b) *Street address:* Ownership Unit B1471, Sundumbili.

1. (c) *Property description* (not warranted to be correct): Single storey block under tile roof dwelling comprising two bedrooms, lounge, kitchen and bathroom. The property is full electrified and on main sewerage.

1. (d) *Zoning/special privileges or exceptions:* No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

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

Dated at Empangeni this 26th day of November 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 228/93(05/K603/228)]

Case 10733/93

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

In the matter between **Saambou Bank Ltd** (87/05437/06), Plaintiff, and **Baller Mohan**, First Defendant, and **Nundrani Mohan**, Second Defendant

In pursuance of a judgment granted on 30 March 1993, in the Court of the Magistrate, Durban, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 January 1994 at 10:00, at the front entrance to Sheriff's Office, corner of Inanda and Jacaranda Roads, 2 Mountview Shopping Centre, Mountview:

Description: Lot 3099, Tongaat Extension 25, in extent 404 square metres.

Postal address: 61 Vaderi Road, Tongaat.

Improvements: Brick under tile dwelling comprising of three bedrooms, lounge, kitchen, toilet and bathroom. The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

Town-planning zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

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

2.1 The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Magistrate's Court of the Court within 14 days after the sale to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by Saambou and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholder/s at the rate prescribed in the mortgage bond/s on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

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

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Verulam, at Moss Street, Verulam.

Dated at Durban this 17th day of December 1993.

J. Krog, for Du Toit Havemann & Krog, Plaintiff's Attorneys, Stafmayer House, Beach Grove, Durban. (Ref. 07S630258.)

Case 10177/91

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

In the matter between **Allied Building Society**, Plaintiff, and **Sagren Naidu**, Defendant

In pursuance of a judgment granted on 25 September 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 in front of the Magistrate's Court, Somtseu Road, Durban, on Thursday, 13 January 1994 at 10:00:

Description: Subdivision 11 of Lot 1547, Isipingo, situated in the Borough of Isipingo and in the Port Natal, Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent four hundred and seven (407) square metres.

Postal address: 6 Clivia Street, Isipingo Hills, Isipingo.

Improvements: Single storey house with tiled roof, two bedrooms, bedroom with ensuite, shower/toilet tiled, kitchen, fitted cupboards, lounge carpeted, dining-room carpeted, single garage attached to house and fully fenced concrete walls.

Town-planning zone: Special Residential one.

Nothing is guaranteed in the above respects.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder. The property is sold voetstoots and nothing in the respects set out below is guaranteed.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days after the sale, to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 19% (nineteen per cent) per annum to the Execution Creditor and to the bondholder/s at a prescribed rate of interest per annum at 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 both date inclusive.

4. 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 of the Court at Somtseu Road, Durban.

5. Payment of Value-Added Tax, which may be applicable in terms of Act No. 38 of 1991, shall be borne by the purchaser.

Dated at Amanzimtoti on this the 6th day of December 1993.

Brogan & Olive, Plaintiff's Attorneys, Third Floor, Perm Building, Bjorseth Crescent, Amanzimtoti. C/o Downes Clulow & Van Heerden, 16th Floor, General Building, 47 Field Street, Durban. (Ref. L. F. Olive.)

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

In the matter between **Abraham Jacob Elkerbout**, Plaintiff, and **Anneline Kinnear**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated at 19 May 1986, the following immovable property will be sold in execution on 14 January 1994 at 10:00, at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, to the highest bidder:

Section 1 as shown and more fully described in sectional plan SS194/1982 in the scheme shown as Windsong in respect of the land and building or buildings situated at Umdloti, of which section the floor area according to the said sectional plan is one hundred and seventy four (174) square metres in extent, together with an undivided share in and to the common property.

The following information is furnished regarding the property but is not guaranteed: The unit which is situated at 1 Windsong Flats, North Beach Road, Umdloti, consisting of brick under tile sectional flat comprising of two bedrooms, kitchen, lounge with diningroom, toilet and bathroom.

The zoning is general residential.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorney, to be furnished to the Sheriff for the Magistrate's Court, Inanda (Verulam) within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, Mount View Shopping Centre, Inanda Road, Verulam, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 23rd day of November 1993.

J. Leslie Smith & Company, Plaintiff's Attorneys, Third Floor, Brasfort House, 262 Longmarket Street, Pietermaritzburg.
(Ref. C. van Hilten/16/E1/92.)

Case 3062/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Charles Peter Greenwood Elliott**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Monday, 8 November 1993 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Pietermaritzburg, on the steps of his office on Friday, 7 January 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, namely:

Subdivision 8 of Lot 2003, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, measuring 520 (five hundred and twenty) square metres.

Which property is physically situated at 9 Polo Avenue, Pietermaritzburg, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T3061/93.

Improvements:

Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single storey dwelling house brick under metal, consisting of an entrance hall, lounge, dining-room, kitchen, four bedrooms, bathroom and toilet and a toilet.

There is an outbuilding consisting of five staff-rooms, two carports and a toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16% (sixteen per centum) per annum, compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer, both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Pietermaritzburg on the 3rd day of December 1993.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 12025/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **L. Nodangala**, Defendant

In pursuance of a judgment granted on 26 November 1990 in the Magistrate's Court and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 14 January 1994 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Lot 468, Klaarwater, situated in the Administrative District of Natal, in extent 492 (four hundred and ninety-two) square metres, held by Deed of Transfer TL102/90.

Physical address: Lot 468, Klaarwater.

Improvements: Brick under tile dwelling, three bedrooms, bathroom, kitchen and lounge/dining-room.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

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

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

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

Dated at Pinetown on this the 12th 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 1486/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Ramraj Ramdin**, First Defendant, and **Lilawathe Ramdin**, Second Defendant

In pursuance of a judgment in the Magistrate's Court, Umzinto District, held at Scottburgh, dated 8 October 1992, and writ in execution dated 16 October 1992, the undermentioned property will be sold on 14 January 1994 at 10:00, on the front of the Magistrate's Court steps, Scott Street, Scottburgh.

Description: Lot 471, Park Rynie, situated in the Township of Umzinto North and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent one thousand three hundred and forty-nine (1 349) square metres, consisting of brick and plaster under tile dwelling consisting of front verandah, fitted kitchen, bathroom, separate toilet, lounge, dining-room, three bedrooms and back verandah. *Outbuildings:* Four brick and cement under asbestos buildings. *Building 1:* Consists of five single rooms. *Building 2:* Consists of two toilets. *Building 3:* Consists of kitchen subdivided lounge and two bedrooms. *Building 4:* Consists of bathroom, toilet, kitchen and three living-rooms.

Postal address: 57 Second Street, Park Rynie.

Zoning: Special Residential, but nothing is guaranteed in these respects.

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchaser shall pay ten per cent (10%) of the purchase price in cash immediately after the sale and the balance shall be paid or secured by a satisfactory bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Sheriff, Umzinto District, within fourteen (14) days of the date of sale.

3. The purchaser shall pay auctioneer's charges on the day of sale and in addition transfer dues, costs of transfer plus arrears rates and any other charges necessary to effect transfer upon request by the attorney for the Execution Creditor.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, 1 Saville Place, Scottburgh South, Scottburgh.

Dated and signed at Umzinto on this 25th day of November 1993.

P. Singh, for Singh & Gharbaharan, Plaintiff's Attorneys, Main Road, Umzinto, P.O. Box 293, Umzinto, 4200.

Case 30/92

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

In the matter between **Kwazulu Finance and Investment Corporation Limited**, Plaintiff, and **T. J. Mavundla**, Defendant

In pursuance of a judgment granted in the above Honourable Court, on 14 May 1992, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 18 January 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E2661, Ezakheni, in extent 438 square metres, situated in the District of Ennambithi, Administrative District of KwaZulu, held under Deed of Grant G3379/90.

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

Improvements: Concrete block under corrugated iron dwelling, comprising of three bedrooms, living-room, kitchen and outbuildings, w.c. and shower, extent 438 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 18 January 1994 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid of less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a black area and is accordingly reserved for ownership of the Black Group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by kwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 30th day of November 1993.

Maree & Pace, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF267.)

Case 99/91

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

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **T. M. Majola**, Defendant

In pursuance of a judgment granted in the above Honourable Court, on 3 February 1992, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 18 January 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E3047, Ezakheni, in extent 563 square metres, situated in the District of Emnambithi, Administrative District of kwaZulu, held under Deed of Grant G0980,91.

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

Improvements: Concrete block under corrugated iron dwelling, comprising of three bedrooms, living-room, kitchen and outbuildings, w.c. and shower, extent 563 square metres.

Material conditions:

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 18 January 1994 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a black area and is accordingly reserved for ownership of the Black Group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by kwaZulu Finance and Investment Corporation Ltd, within 21 days.

Dated at Ladysmith on this 30th day of November 1993.

Maree & Pace, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF137.)

Case 129/91

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

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **E. Gotyana**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 29 July 1992, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 18 January 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E2973, Ezakheni, in extent 450 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G1758/89.

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

Improvements: Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen and outbuildings, w.c. and shower.

Extent: 450 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 18 January 1994 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100, in the value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a black area and is accordingly reserved for ownership of the Black Group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable, can be inspected at the offices of Plaintiff's attorneys, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 30th day of November 1993.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF222.)

Case 15/92

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

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **M. M. Mtshali**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 13 July 1992, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 18 January 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E3032, Ezakheni, in extent 438 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G0802/92.

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

Improvements: Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen and outbuildings, w.c. and shower.

Extent: 438 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 18 January 1994 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100, in the value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a black area and is accordingly reserved for ownership of the Black Group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable, can be inspected at the offices of Plaintiff's attorneys, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 30th day of November 1993.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF252.)

Case 8364/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Execution Creditor, and **Karthikesan Asoka Vaithilingam**, Execution Debtor

In pursuance of a judgment of the Magistrate's Court of Inanda, held at Verulam dated 2 October 1990, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 14 January 1994 at 10:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Property description: Lot 1220, Tongaat Extension 13, situated in the Town Board Area of Tongaat, and in the Port Natal-Edhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 081 (one thousand and eighty-one) square metres.

Postal address: 25 View Street, Desainager, Tongaat, 4405.

Improvements: Brick under tile dwelling comprising three bedrooms, study room, lounge, kitchen, dining-room, toilet, bathroom, garage, study room, brick fencing and gates and swimming-pool. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

Zoning (the accuracy hereof is not guaranteed): Special Residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor), shall pay a deposit of 10% (ten per cent) of the purchase price or R500, whichever is the greater, and the auctioneer's charges in cash at the time of the sale.
3. The balance of the purchase price is payable against registration of transfer to be secured by a bank or building society guarantee, approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for the payment of interest at the rate of 22,75% (twenty-two comma seven five per cent) per annum to the Execution Creditor from the date of sale to date of registration of transfer.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff, 2 Mount View Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Mountview, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 19th day of November 1993.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/Nedperm/Sale/V110.)

Case 104/93

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Mthembeni Samson Malembe**, Defendant

In pursuance of a judgment granted on 22 February 1993 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 12 January 1994 at 09:00 at Office 2, Adams Buildings, Osborn Road, Eshowe:

1. (a) *Deeds office description*: Ownership Unit A507, situated in the Township of Sundumbili, District of Inkanyezi, in extent 465 (four hundred and sixty-five) square metres.
1. (b) *Street address*: Ownership Unit A507, Sundumbili.
1. (c) *Property description* (not warranted to be correct): Single-storey block under tile roof dwelling comprising of four bedrooms, dining-room, kitchen and bathroom. The property is full electrified and on main sewerage.
1. (d) *Zoning/special privileges or exceptions*: No special privileges or exemption. Zoned residential.
2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Buildings, Osborn Road, Eshowe.
3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 26th day of November 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 195/93(05/K603/195)]

Case 41491/92

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

In the matter between **NBS Mortgage Nominees (Pty) Limited**, Execution Creditor, and the trustees for the time being of **The St Georges Properties Trust**, Execution Debtor

In pursuance of a judgment granted on 23 September 1992 in the Magistrate's Court for the District of Durban, held at Durban and a writ of execution issued thereunder, the immovable properties listed hereunder will be sold in execution on Tuesday, 11 January 1994, in front of the Magistrate's Court, Somtseu Road Entrance, Durban, at 14:00:

Description:

1. Subdivision 1 of Lot 10741, Durban, situated in the City of Durban, Administrative District of Natal, in extent 98 (ninety-eight) square metres;
2. Subdivision 2 of Lot 10741, Durban, situated in the City of Durban, Administrative District of Natal, in extent 98 (ninety-eight) square metres;
3. Subdivision 3 of Lot 10741, Durban, situated in the City of Durban, Administrative District of Natal, in extent 88 (eighty-eight) square metres;
4. Subdivision 4 of Lot 10741, Durban, situated in the City of Durban, Administrative District of Natal, in extent 394 (three hundred and ninety-four) square metres;
5. Subdivision 5 of Lot 10741, Durban, situated in the City of Durban, Administrative District of Natal, in extent 88 (eighty-eight) square metres;
6. Subdivision 6 of Lot 10741, Durban, situated in the City of Durban, Administrative District of Natal, in extent 114 (one hundred and fourteen) square metres;
7. Subdivision 7 of Lot 10741, Durban, situated in the City of Durban, Administrative District of Natal, in extent 114 (one hundred and fourteen) square metres;

8. Subdivision 8 of Lot 10741, Durban, situated in the City of Durban, Administrative District of Natal, in extent 114 (one hundred and fourteen) square metres;

9. Subdivision 9 of Lot 10741, Durban, situated in the City of Durban, Administrative District of Natal, in extent 130 (one hundred and thirty) square metres;

10. Remainder of Lot 10741, Durban, situated in the City of Durban, Administrative District of Natal, in extent 243 (two hundred and forty-three) square metres;

all held under Deed of Transfer T32692/88.

Street address: St George's Hotel, 12-14 St George's Street, Durban.

Improvements: A hotel consisting of 24 bedrooms (16 with baths) (carpeted), four bars (ladie's bar), disco lounge, lounge, billiard room, kitchen, office, seven toilets and four servants' quarters.

Zoning: General business (nothing guaranteed).

The sale shall be for rands and no bids of less than R100 (one hundred rand) shall be accepted.

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

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within 14 (fourteen) days after the sale.

2. The purchaser shall be liable for interest at the rate of 18,37% (eighteen comma thirty-seven per cent) per annum, from 1 June 1992 to the bondholder, NBS Mortgage Nominees (Pty) Ltd, on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

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

Dated at Durban this 1st day of November 1993.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

Case 43875/93

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

In the matter between **Nedperm Bank Limited**, formerly trading as South African Permanent Building Society, Execution Creditor, and **M R J Properties CC**, Execution Debtor

In pursuance of a judgment granted on 10 August 1993, in the Magistrate's Court of Durban, held at Durban and under a writ of execution issued thereafter, the immovable property described hereunder will be sold in execution to the highest bidder on 14 January 1994, at the front entrance to the Magistrate's Court, Moss Street, Verulam, at 10:00:

Description: Lot 1407, Umhlanga Rocks Extension 12, situated in the Borough of Umhlanga and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 250 square metres, held by Deed of Transfer T26796/90.

Postal address: 25 Milkwood Drive, Umhlanga Rocks.

Improvements: Vacant land.

Zoning: Residential (not guaranteed).

The sale shall be for rands and no bids of less than R1 000 (one thousand rand) shall be accepted.

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

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within 14 (fourteen) days after the sale.

2. The purchaser shall be liable for interest at the rate of 22% (twenty-two per cent) per annum to the bondholder, Nedperm Bank Ltd, on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the Execution Creditor's attorneys and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and any other necessary charges to effect transfer, upon request being made by the said attorneys.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

Dated at Durban this 24th day of November 1993.

Phipson - Devilliers, Execution Creditor's Attorney, Fourth Floor, RMS Syfrets House, 331 Smith Street, Durban. (Tel. 304-7794.) (Ref. Mr Lindemann/jf/02P014001.)

Case 521/93

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Samson Nyamezeli Tshomela**, Defendant

In pursuance of a judgment granted on 11 October 1993 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 14 January 1994 at 10:00, in front of the Magistrate's Court, Reinhold Street, Melmoth:

1. (a) *Deeds office description*: Ownership Unit D1220, situated in the Township of Ulundi, District of Mahlabatini, in extent 488 (four hundred and eighty-eight) square metres.

1. (b) *Street address*: Ownersip Unit D1220, Ulundi.

1. (c) *Property description* (not warranted to be correct): Single storey block under tiled roof dwelling comprising of three bedrooms, lounge, kitchen, two bathrooms and garage. The property is fully electrified and on main sewerage.

1. (d) *Zoning/special privileges or exceptions*: No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mahlabatini, and at the office of the Sheriff of the Magistrate's Court, Reinhold Street, Melmoth.

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

Dated at Empangeni this 25th day of November 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 477/93(05/K599/477)].

Case 515/93

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Aubrey Siduduzo Dube**, Defendant

In pursuance of a judgment granted on 23 September 1993 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 14 January 1994 at 10:00, in front of the Court-house, Reinhold Street, Melmoth:

1. (a) *Deeds office description*: Ownership Unit D631, situated in the Township of Ulundi, District Mahlabatini, in extent 450 (four hundred and fifty) square metres.

1. (b) *Street address*: Ownership Unit D631, Ulundi.

1. (c) *Property description* (not warranted to be correct): Single storey block under tiled roof dwelling, comprising of two bedrooms, lounge, dining-room, kitchen and bathroom.

The property is fully electrified and on main sewerage.

1. (d) *Zoning/Special privileges or exemptions*: No special privileges or exemption.

Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mahlabatini, and at the office of the Sheriff of the Magistrate's Court, Reinhold Street, Melmoth.

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

Dated at Empangeni this 25th day of November 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 482/93(05K599/482).]

Case 2068/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Vusi Moses Mseleku**, Defendant

In pursuance of judgment granted 1 April 1993 in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 14 January 1994 at 10:00, front entrance Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit H978, in extent 385 (three hundred and eighty-five) square metres, situated in the Township of kwaMashu, represented and described on General Plan PB254/81, held by virtue of Deed of Grant G5438/386.

Physical address: Ownership Unit H978, KwaMashu.

The property has been improved by the erection of a dwelling-house thereon, consisting of:

A single storey brick/plaster and tile dwelling (66,05 m²), comprising kitchen, dining-room, lounge, three bedrooms, bathroom and w.c.

Municipal electricity, water supply and sanitation: Local authority.

Improvements: Built-in cupboards/concrete and brick retaining wall.

Nothing is guaranteed in respect of such improvements on the property.

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

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

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

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Dated at Durban this 25th day of November 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z12908/MM.)

Case 1013/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **N. Mtshali**, Defendant

In pursuance of a judgment granted on 7 July 1992 in the Magistrate's Court and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 12 January 1994 at 10:00, at the main south entrance to the Magistrate's Court, Umlazi (near the National KwaZulu flag post):

Description: Unit 1565, in the Township of Umlazi, Unit 21, District of Umlazi, in extent 330 (three hundred and thirty) square metres, represented and described on General Plan BA83/76.

Physical address: Unit U1565, Umlazi.

Improvements: Brick under asbestos dwelling, two bedrooms, bathroom, kitchen and lounge.

Electricity: Yes.

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

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

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

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

Dated at Pinetown on this the 25th 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 59944/93

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Murray James McGoldrick**, First Execution Debtor, and **Florence Thelma Sampson**, Second Execution Debtor

In pursuance of a judgment granted on 1 October 1993 in the Magistrate's Court for the District of Durban, held at Durban and writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 13 January 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road, Durban:

Description: Remainder of Lot 1238, Kingsburgh Extension 3, situated in the Borough of Kingsburgh and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 372 (one thousand three hundred and seventy-two) square metres, held under Deed of Transfer T32778/92.

Street address: 5 Valley Road, Doonside.

Improvements: A house with asbestos roof with garage, separate from house, comprising of four bedrooms with en suite, two toilets, bathroom, lounge, dining-room carpeted, kitchen with fitted cupboards and partly fenced.

Zoning: Special residential (nothing guaranteed).

The sale shall be for rands and no bids of less than R100 (one hundred rand) shall be accepted.

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

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within 14 (fourteen) days after the sale.

2. The purchaser shall be liable for interest at the rate of 16% (sixteen per centum) per annum to the bondholder, Nedcor Bank Limited (formerly Nedperm Bank Limited), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 101 Lejaton, 40 St. George's Street, Durban.

Dated at Durban this 10th day of November 1993.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 5778/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Janipersad Duki**, Defendant

In pursuance of a judgment granted on 23 October 1992, in the Magistrate's Court for the District of Durban, held at Durban, the property listed hereunder will be sold in execution on Friday, 14 January 1994 at 10:00, in front of the Sheriff's Office, Verulam, corner of Inanda and Jacaranda Avenues, Verulam:

Description: Lot 1151, Verulam Extension 14, situated in the Bourough of Verulam, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 721 square metres.

Postal address: 6 Ramnagar Street, Cordoba Gardens, Verulam.

Improvements: Brick under tile dwelling, consisting of four bedrooms with en suite in two bedrooms, lounge, dining-room, kitchen, toilet and bathroom. Basement consisting of double garage, two bedrooms, toilet with bathroom and water and lights facilities.

Vacant possession is not guaranteed. Nothing in respect of the sale notice is guaranteed.

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

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

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

Dated at Durban on this 9th day of November 1993.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

Case 16726/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Vedanundh Ramchund**, First Defendant, and **Omella Ramchund**, Second Defendant

In pursuance of a judgment granted on 17 May 1993, in the Magistrate's Court for the District of Durban, held at Durban, the property listed hereunder will be sold in execution on Friday, 14 January 1994 at 10:00, in front of the Sheriff's Office, Verulam, corner of Inanda and Jacaranda Avenues, Verulam:

Description: Lot 421, Northcroft, situated in the City of Durban, Administrative District of Natal, in extent 320 square metres.

Postal address: 37 Avalen Crescent, Northcroft, Phoenix.

Improvements: Block under asbestos semi-detached dwelling, comprising of three bedrooms, lounge, kitchen, toilet and bathroom. Water and lights facilities.

Vacant possession is not guaranteed. Nothing in respect of the sale notice is guaranteed.

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

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

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

Dated at Durban on this 26th day of November 1993.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

Case 5751/92

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

In the matter between **R. Singh**, Plaintiff, and **M. B. Shabalala**, Defendant

In accordance with a judgment in the afore-mentioned Magistrate's Court and writ of execution dated 8 February 1993, the property set out hereunder shall be sold in execution on Wednesday, 23 February 1994 at 11:00, at the Magistrate's Court, Church Street, Vryheid, to the highest bidder:

257 South Street, Subdivision 6, Lot 995, Vryheid, Natal.

The following further details of the property and the improvements there are given although the Execution Creditor does not warrant in any way whatsoever that this information is accurate:

Well built of brick sement and corrugated iron roof, three-bedroom house with built-in cupboards, bathroom, separate toilet and shower, lounge, dining-room, kitchen with well planned cupboards, eye level stove and oven, carpets, single garage, servant's room with toilet and shower.

Material terms and conditions:

1. The property shall be sold by the Sheriff, Vryheid, to the highest bidder without reserve but subject to the provisions of section 66 (as amplified by rule 43), of Act 1944, as amended.
2. Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office at Vryheid.
3. The sale shall be in rands and no bids for less than one hundred rands shall be accepted.
4. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance shall be payable free of exchange against transfer and shall be secured by a bank or building society guarantee to be approved by the Execution Creditor to be furnished to the Sheriff within 21 days after the date of sale.
5. The Plaintiff, Defendant, Sheriff and auctioneer gives no warranty as to the state of the property to be sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale may be inspected at the offices of the Sheriff, Vryheid, and at the offices of the Plaintiff's attorneys.

Dated at Ladysmith on this 3rd day of December 1993.

P. M. Jugwunth & Co., Plaintiff's Attorneys, Suites 2, 3 and 4, Malivard Building, 11-13 Queen Street, Ladysmith, 3370.

Case 3081/93

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

In the matter of **The Collector of Rates for the Borough of Margate**, Applicant

In pursuance of an Order of the above Honourable Court granted on 7 October 1993, in terms of section 172 (10) of the Local Authorities Ordinance, No. 25 of 1974, the undermentioned properties will be sold by public auction to the highest bidder by the Deputy Sheriff in front of the Magistrate's Court, Port Shepstone, on 14 January 1994 at 10:00, namely:

1. Lot 2028, Margate: Louis Botha Avenue, Margate: Vacant land.
2. Lot 2819, Margate: Protea Avenue, Margate: Vacant land.

The conditions of sale will be read out immediately prior to the sale or may be inspected at the office of the Deputy Sheriff, Port Shepstone.

Douglas Kent & Co., Attorneys for Applicant, 1-8 Standard Bank Building, Marine Drive, Margate; P.O. Box 205, Margate, 4275.

**Case 49300/93
PH 132**

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

In the matter between **Natal Building Society**, Execution Creditor, and **Rabichand Ramsarup**, First Execution Debtor, and **Nirmala Ramsarup**, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 30 September 1993, the immovable property listed hereunder will be sold in execution on 14 January 1994 at 10:00, at the front entrance to the Magistrate's Court, Wick Street, Verulam, to the highest bidder:

Description: Lot 121, Earlsfield, situated in the City of Durban, Administrative District of Natal, in extent 306 (three hundred and six) square metres, held under Deed of Transfer T19971/88, subject to the terms and conditions contained therein.

The immovable property is situated at 73 Birchfield Road, Earlsfield, Newlands West, Durban North.

Zoning: Special/Residential.

Improvements: Brick under tile dwelling consisting of three bedrooms, lounge, kitchen, toilet and bathroom.

NB! Nothing is guaranteed.

Municipal electricity and water supply: Local authority.

Possession: Vacant possession is not guaranteed.

Premises are occupied at present.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser shall pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Verulam, Mountview Shopping Centre, Inanda Road, Verulam. [Tel. (0322) 33-1037.] (Ref. Mrs Chetty.)

Dated at Durban this 18th day of November 1993.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, Fourth Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N3352/93/N8.)

Case 2313/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of S.A. Limited**, Execution Creditor, and **N. V. Masuku**, Execution Debtor

In pursuance of a judgment granted on 22 May 1991 in the Supreme Court in this matter and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff or his authorised Deputy, Eshowe District, on Wednesday, 26 January 1994 at 09:00, at the offices of the Sheriff, Office 2, Adams Building, Osborn Road, Eshowe, to the highest bidder:

1. *Description:* Unit A632, situated in the Township of Sundumbili, District of Inkanyezi, measuring 483 (four hundred and eighty-three) square metres, held by the Execution Debtor in his name under Deed of Grant G926/86.

2. *Improvements:*

2.1 The property is zoned for residential rights.

2.2 The improvements on the property are as follows:

Brick under tile dwelling consisting of three bedrooms, kitchen, lounge, toilet/bath and porch.

One block under asbestos structure resembling an open garage to house four vehicles.

3. *Conditions:*

3.1 The property shall be sold to the highest bidder subject to the terms and conditions of the Supreme Court Act and rules made thereunder.

3.2 The full conditions of sale may be inspected at the offices of the Sheriff, Eshowe.

3.3 The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash, plus the Sheriff's commission of 5% (five per cent) of the proceeds of the sale up to the sum of R15 000 (fifteen thousand rand) and thereafter 2,5% (two comma five per cent), subject to a minimum of R50 (fifty rand) and a maximum of R5 000 (five thousand rand), immediately 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 Execution Creditor's attorney to be furnished to the Sheriff, Eshowe District, within 21 (twenty-one) days after the date of sale.

3.4 The property is sold as it stands.

Dated at Stanger on this the 30th day of November 1993.

Laurie C. Smith Inc., 22 Jackson Street, P.O. Box 46, Stanger. (Ref. Mr Horton/RK/S.842/Colls.)

Case 4811/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Khonzile Virginia Mthembu**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, on Friday, 14 January 1994 at 10:00:

Description: Subdivision 120 of Lot 446, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, in extent 455 (four hundred and forty-five) square metres, held under Deed of Transfer T2087/92.

Physical address: 5 Sailfish Close, Newlands East, Natal.

Zoning: Special residential.

The property consists of the following:

It is a brick under tile house with hot and cold water consisting of lounge, kitchen, two bedrooms and toilet and bathroom together.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Acting Sheriff of the Supreme Court, 2 Mountainview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam, Natal.

Dated at Durban this 6th day of December 1993.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6717/slm.)

Case 5190/93

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Byrne Harold Galtrey**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 21 January 1994 at 10:00:

Description: Subdivision 3 of Consolidated Lot 36, Winston Park, situated in the Township of Gillitts and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 1,5903 (one comma five nine nought three) hectares, held under Deed of Transfer T20239/80.

Physical address: Reservoir Road, Winston Park, Natal.

Zoning: General residential.

The property consists of the following:

Brick under tile dwelling comprising of four bedrooms with main en suite, built-in cupboards, carpeted, bathroom with toilet, lounge, dining-room, kitchen and pantry and study.

The outbuildings comprise of swimming-pool, double garages, laundry, double servants' quarters, workshop, partly fenced, tarred driveway and two store-rooms.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 6th day of December 1993.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6743/slm.)

Case 43495/91

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

In the matter between **Nedperm Bank Limited**, formerly trading as S.A. Permanent Building Society, Plaintiff, and **Mluleki Marrington Ntobela**, Defendant

In pursuance of a judgment granted on 23 September 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 19 January 1994 at 10:00, at the front entrance of the Magistrate's Court, Umlazi:

Description of property: Ownership Unit 1047, in the Township of Umlazi, L District Umlazi, in extent three hundred and sixty-six (366) square metres.

Consisting of: A dwelling with asbestos roof, consisting of two bedrooms, bathroom, kitchen and dining-room in brick and plastered.

Postal address: L 1047 Umlazi, Umlazi.

Zoning: Residential area.

Nothing in the above is guaranteed.

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

1.2 The property shall be sold as it stands i.e., voetstoots and subject to all the conditions of the title deed.

2. The purchaser shall be liable for payment of interest at the rate of 21,75% (twenty-one comma seven five per cent) per annum to the Plaintiff, on the amount of the award to the Plaintiff, in the plan of distribution from the date of sale to date of transfer.

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

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Umlazi.

Dated at Durban on this 7th day of December 1993.

S. Permumaul, for A. Christopher Incorporated, Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Durban. (Ref. Mrs Perumaul/cg/510.)

Case 721/91

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

In the matter between **Trust Bank**, Plaintiff, and **Egon Hambrock**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Dundee, and a warrant of execution dated 28 October 1992, the following immovable property shall be sold in execution on 14 January 1994 at 11:00, at the front door of the Magistrate's Court, Margate, to the highest bidder, viz:

1/52nd share in and to a unit consisting of section 5, as shown and more fully described on Sectional Plan 153/82, in the building known as Margate Sands, situated in the Borough of Margate, of which section the floor area is 139 square metres.

Conditions of sale: The complete conditions of sale are available for perusal at the Sheriff's Office, Port Shepstone.

Dated at Dundee on this 9th day of December 1993.

De Wet & Dreyer, P.O. Box 630, Dundee, 3000.

Case 22301/93

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Musawenkosi Reginald Ndhlela**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 1 October 1993, and writ of execution dated 1 October 1993, the immovable property listed hereunder will be sold in execution on Friday, 14 January 1994 at 11:00, at the Sheriff's Sales Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Site 3740, Imbali 11, situated in the Township of Edendale, District of Pietermaritzburg, Natal, in extent 297 square metres, held by Deed of Grant 11256.

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

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff, together with interest on the full amount of the Plaintiff's claim at the rate of 17% (seventeen per cent) per annum to date of payment.

4. The full conditions of sale, which will be read out by the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, immediately prior to the sale, may be inspected at his office at 277 Berg Street, Pietermaritzburg.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. K1L/545/gd.)

Case 488/93

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

In the matter between **Stanley Sukhu**, Plaintiff, and **Beekram Ramtahal**, Defendant

In pursuance of a judgment granted on 8 March 1993, in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 25 January 1994 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: Subdivision 157 (of 87), of Lot Crossmoor 15061, situated in the City of Durban, Administrative District of Natal, in extent two hundred and sixty-eight (268) square metres.

Postal address: 19 Road 1132, Chatsworth.

Town-planning zone: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
(b) The property shall be sold without reserve to the highest bidder.
 2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court or the auctioneer within 14 (fourteen) days after the sale to be approved by the Plaintiff's attorneys.
(b) The purchaser shall be liable for payment of interest at the rate of 22% (twenty-two per cent) per annum to the Execution Creditor of the respective amount of the award in the plan of distribution, from the date of sale to date of transfer.
 3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.
- The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Chatsworth.
- S. A. E. Fakroodeen, for M. Y. Baig & Company, Plaintiff's Attorneys; McClung, Mustard & McGlashan, c/o M. Y. Baig & Company, Suites 19 and 20, Croftdene Mall, Croftdene Drive, Chatsworth; P.O. Box 56144, Chatsworth, 4030. (Tel. 401-0031.) (Fax. 401-0160.) (Ref. Mr Fakroodeen/ss/08 4087 013.)

Case 5004/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM**

In the matter between **Standard Bank of South Africa Ltd**, Plaintiff, and **Vusumuzi Joseph Gumede**, Defendant

In pursuance of a judgment granted on 28 June 1993, in the above Honourable Court, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 28 January 1994 at 10:00, in front of the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam.

Ownership Unit H1001, situated in the Township of kwaMashu, Unit 8, District of Ntuzuma, in extent 456 (four hundred and fifty-six) square metres, held by Deed of Grant G585/86. *Postal address:* H1001, kwaMashu.

Improvements: The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.

Brick under tile dwelling comprising of kitchen, lounge with dining-room, three bedrooms, bathroom with toilet. *Outbuilding:* Two rooms, store room and double garage. Water and light facilities.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser (other than the Plaintiff), shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale and the balance against transfer is to be secured by a bank or building society guarantee and to be furnished to the Sheriff of the Magistrate's Court, within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.
3. The purchaser shall be liable for payment of interest at the rate of 16% (sixteen per centum) per annum to the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from the date of sale to date of transfer, both days inclusive.
4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.
5. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam, and interested parties are asked to contact the Plaintiff who may be prepared to grant facilities to an approved purchaser.

Dated at Umhlanga Rocks on this the 22nd day of November 1993.

Macrae Bath & Batchelor, Plaintiff's Attorneys, Suite 2B, Umhlanga Rocks Shopping Centre, 189 Ridge Road, Umhlanga Rocks, c/o Suite 1A, Temple Chambers, 54 Moss Street, Verulam.

Case 4921/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CHATSWORTH HELD AT CHATSWORTH**

In the matter between **Kalappen Vedachallam Moodley**, Plaintiff, and **Govindsamy Perumal**, trading as Jayce Ice Cream Factory Shop, Defendant

In pursuance of a judgment granted on 30 September 1993, the Court of Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 25 January 1994 at 10:00, in front of the Magistrate's Court, Chatsworth.

Description: Subdivision 2603, of 2348, of the farm Chat Two 834, situated in the City of Durban, Administrative District of Natal, in extent three hundred and seventy-two (372) square metres. *Postal address:* 8 Gemini Crescent, Woodhurst, Chatsworth. *Town-planning zone:* Special Residential. *Special privileges:* Nil. Nothing is guaranteed in the above respects.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
(b) The property shall be sold without reserve to the highest bidder.
2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court or the Auctioneer within 14 (fourteen) days after the sale to be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for payment of interest at the rate of 20,25% per annum to the Execution Creditor of the respective amount of the award in the plan of distribution from the date of sale to date of transfer.

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

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Chatsworth.

S. A. E. Fakroodeen, for M. Y. Baig & Company, Plaintiff's Attorneys, Suites 19 and 20, Croftdene Mall, Croftdene Drive, Chatsworth, 4030. (Tel. 401-0031.) (Fax: 401-0160.) (Ref. Mr Fakroodeen/ss/02 4568 004B.)

Case 1304/93

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

In the matter between **Puljhari**, Plaintiff, and **Larry Francis Naidoo**, Defendant

In pursuance of a judgment granted on 11 May 1993, the Court of Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 25 January 1994 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: Subdivision 773, of 337, of the farm Chat Seven 14780, situated in the City of Durban, Administrative District of Natal, in extent two hundred and nine (209) square metres. *Postal address:* 25 Road 706, Chatsworth. *Town-planning zone:* Special Residential. *Special privileges:* Nil. Nothing is guaranteed in the above respects.

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

(b) The property shall be sold without reserve to the highest bidder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court or the Auctioneer within 14 (fourteen) days after the sale to be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for payment of interest at the rate of 29% per annum to the Execution Creditor of the respective amount of the award in the plan of distribution from the date of sale to date of transfer.

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

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Chatsworth.

S. A. E. Fakroodeen, for M. Y. Baig & Company, Plaintiff's Attorneys, Suites 19 and 20, Croftdene Mall, Croftdene Drive, Chatsworth, 4030. (Tel. 401-0031.) (Fax: 401-0160.) (Ref. Mr Fakroodeen/ss/02 4668 001.)

Case 57929/93
PH 132

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

In the matter between **Natal Building Society Limited**, Execution Creditor, and **Busani Sipiwe Bhengu**, First Execution Debtor, and **Cynthia Makhosazana Bhengu**, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 20 October 1993, the immovable property listed hereunder will be sold in execution on 14 January 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

877a3-e *Description:* Ownership Unit K2107, situated in the Township of kwaMashu, District of Ntuzuma, in extent four hundred and twenty (420) square metres, held under Deed of Grant G8517/88.

The immovable property is situated at: Unit K2107, kwaMashu Township.

Zoning: Special/Residential.

Improvements: Damaged dwelling, no roof, no windows consisting of kitchen, lounge, two bedrooms, toilet with bathroom with no toilet pan and bath.

NB.—Nothing is guaranteed.

Municipal electricity and water supply: Local authority.

Possession: Vacant possession is not guaranteed. Premises are occupied at present.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Verulam, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Mountview, Tel. (0322) 33-1037 (Ref. Mrs Chetty).

Dated at Durban this 9th day of December 1993.

D. Swanepoel, for Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, Fourth Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N3572/93/N6.)

Case 1125/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Citumuzi William Ntanzi**, Defendant

In pursuance of a judgment of the above Honourable court dated 1 November 1993, a sale in execution will be held on Friday, 14 January 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, when the following property will be sold by the Sheriff of the Magistrate's Court for the District of Inanda, to the highest bidder:

Ownership Unit B296, in the Township of kwaMashu, District of Ntuzuma, in extent of 301 square metres, represented and described on General Plan PB63/1987, with the postal and street address of Unit B296, kwaMashu.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a brick under asbestos roof dwelling with lights and water facilities comprising of two bedrooms, lounge, kitchen and toilet with shower outside.

The sale shall be subject to the following conditions:

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

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.

3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Inanda, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Avenues, Mountview, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 13th day of December 1993.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N423.3396/93.)

ORANJE-VRYSTAAT ORANGE FREE STATE

Saak 72/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDE GEHOU TE VREDE

In die saak tussen **Trust Bank**, Eiser, en **D. de Reuck**, Eerste Verweerder, en **A. C. de Reuck**, Tweede Verweerder

Ingevolge 'n vonnis in bogemelde saak in die Landdroshof te Vrede, en 'n lasbrief vir eksekusie gedateer 15 April 1992, sal die volgende eiendom per geregtelike veiling verkoop word op 14 Januarie 1994 om 10:00, naamlik:

Erf 573, geleë in die dorp en distrik Vrede (bekend as Gibsonstraat 15, Vrede), groot 1 487 vierkante meter, met verbeterings daarop bestaande uit 'n woonhuis met buitegeboue.

Die veiling sal gehou word te Landdroskantoor, Kuhnstraat, Vrede.

Die vernaamste voorwaardes van verkoop is:

1. Die koper moet 10% (tien persent) van die koopprys in kontant betaal op die dag van die veiling aan die afslaaers of die Balju vir die Landdroshof, Vrede. Die balans koopprys moet verseker word deur 'n bank- of bouverenigingwaarborg betaalbaar by registrasie van die eiendom welke waarborg onderhewig is aan goedkeuring van die Eiser se prokureurs en welke waarborg gelewer moet word binne 14 (veertien) dae vanaf die dag van verkoping.

2. Die verdere voorwaardes van verkoop sal voorgelees word met dag van veiling en ook ter insae lê by die kantore van die Eiser se prokureurs: Mnre. De Waal & Van Rooyen, Kerkstraat 48A, Vrede.

De Waal & Van Rooyen, Prokureurs vir Eiser, Kerkstraat 48A, Vrede, 2455.

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **G. N. Sithole**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 3 November 1993, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 21 Januarie 1994 om 11:00, voor die Landdroshof, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van: Erf 13881, geleë te en bekend as 13881 Thabong, Welkom, gesoneer vir woondoeleindes, groot 370 vierkante meter, gehou kragtens Transportakte TL3267/1991.

Verbeterings: 'n Tweeslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprijs sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 18% (agtien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 30ste dag van November 1993.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels- en Smithgebou, Heerenstraat 26-28, Welkom.

Saak 12644/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **E. Masiloane**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 3 November 1993, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 21 Januarie 1994 om 11:00, voor die Landdroshof, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van: Erf 22130, geleë te en bekend as 22130 Jerusalemepark, Thabong, Welkom, gesoneer vir woondoeleindes, groot 370 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL8745/90.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit sitkamer, kombuis en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprijs sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 18% (agtien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 30ste dag van November 1993.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels- en Smithgebou, Heerenstraat 26-28, Welkom.

Case 20186/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Jacobus Christiaan van der Schyff**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Bloemfontein, and a warrant for execution dated 29 November 1993, the following property of the Defendant will be sold in execution by public auction, on Friday, 14 January 1994 at 10:00, at the Peet Avenue Entrance to the Magistrate's Court of Bloemfontein, to the highest bidder namely:

(a) Section 4, as shown and more fully described on Sectional Plan SS7/1992 in the building or buildings known as Wilgemeent on which section the floor area, according to the sectional plan is 106 square metres in extent, together with;

(b) an undivided share in the common properhare 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 specified in a schedule endorsed on the said sectional plan and held under Certificate of Registered Sectional Title SS7/1992.

The property consists out of the following: Two bedrooms, bathroom, shower, toilet, garage, lounge/dining-room and kitchen.

The most important conditions of sale:

(a) The property will be sold without a reserve price but under condition that the sale has to be confirmed by the Plaintiff within seven days after the day of sale in execution.

(b) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within 14 days after the date of sale in execution.

(c) The purchaser shall also be liable for payment of interest to Plaintiff at the rate of 16% (sixteen per centum) per annum on the purchase price from date of signing hereof till date of registration of transfer, both dates included. The purchaser must also pay auctioneers charges on the day of sale and in addition, transfer duty, costs of transfer, arrear rates and taxes and other charges necessary to effect transfer upon request by the attorney for the Execution Creditor.

(d) The Execution Creditor and/or Sheriff and/or attorney for the Execution Creditor do not guarantee any of the information herein mentioned.

The conditions of sale may be inspected at the Sheriff's office at Bloemfontein East and/or at the office of the attorneys for Defendant Symington & De Kok, Second, Third and Fourth Floors, N.B.S. Building, corner of Elizabeth and West Burger Streets, Bloemfontein.

Signed at Bloemfontein on this 14th day of December 1993.

P. A. C. Jacobs, for Symington & De Kok, Attorney for Plaintiff, NBS Building, Elizabeth Street, Bloemfontein.

Saak 580/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTHAVILLE GEHOU TE BOTHAVILLE

In die saak tussen **Kleinsake Ontwikkelingskorporasie**, Eiser, en **Danie Khantsi**, Verweerder

Kragtens 'n uitspraak in die Landdroshof van Bothaville en 'n lasbrief vir eksekusie uitgereik deur bogemelde Hof sal die ondergemelde goedere op Vrydag, 14 Januarie 1994 om 10:00, te kantoor van die Landdros, Bothaville, geregtelik verkoop word aan die hoogste bieder:

1 Leonard Vrieskas, Erf 931, Pekostraat, Kgotsong.

Geteken te Bothaville op hierdie 2de dag van Desember 1993.

G. P. Nieuwoudt & Vennote, Prokureurs vir Eiser, Van Riebeeckstraat 13, Posbus 328, Bothaville.

Case 7796/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Rosemary Denise Gates**, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 27 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 Magistrate's Court Act, 1944, as amended, to the highest bidder on 28 January 1994 at 11:00, at the Tulbach Street Entrance, to the Magistrate's Court, Welkom, namely certain:

Certain Unit 3 (Three) as more fully appears on Sectional Plan 14/1981 in the building or buildings known as La Gratitude.

Measuring 164 square metres together with an undivided share in the common property and the grounds and building or buildings as more fully shown and described on the Sectional Plan 14/1981 in the building known as La Gratitude, which undivided portion in the communal property and grounds and building or buildings has been allocated according to the participation quota of the said section as specified in a schedule to the said sectional plan.

Held by the Defendant by virtue of Certificate of Sectional Title 14/1981 (3).

Known as 3 La Gratitude, corner of Muizen and Meulen Streets, Welkom.

Improvements: Lounge, dining-room, kitchen, three bedrooms, bathroom with toilet, bathroom with toilet, shower and garage (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per centum) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 14th day of December 1993.

M. C. Louw, for Daly & Neumann Incorporated, Attorneys for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. Mr M. C. Louw/LVR/UN65.)

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Charles Haddon Potgieter**, First Defendant, and **Gesina Susanna Potgieter**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate's Court of Welkom, granted on 7 October 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 28 January 1994 at 11:00, at the Tulbach Street Entrance, to the Magistrate's Court, Welkom, namely certain:

Certain Erf 1076, situated in the Township of Riebeeckstad, District of Welkom, measuring 1 131 (one thousand one hundred and thirty-one) square metres, held by the Defendants by virtue of Deed of Transfer T638/1987, known as 106 McLean Street, Riebeeckstad.

Improvements: Lounge, dining-room, family room, kitchen, three bedrooms, bathroom, separate toilet, bathroom, shower and toilet, entrance-hall with outbuildings consisting of garage, toilet, granny flat consisting of two rooms, kitchen, toilet and shower (non of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per centum) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 13th day of December 1993.

M. C. Louw, for Daly & Neumann Incorporated, Attorneys for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. Mr M. C. Louw/LVR/AL510.)

BELANGRIK!!

Plasing van tale:

Staatskoerante

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1993 tot 30 September 1994 word Afrikaans EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*

—oOo—

IMPORTANT!!

Placing of languages:

Government Gazettes

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1993 to 30 September 1994, Afrikaans is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. *It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.*

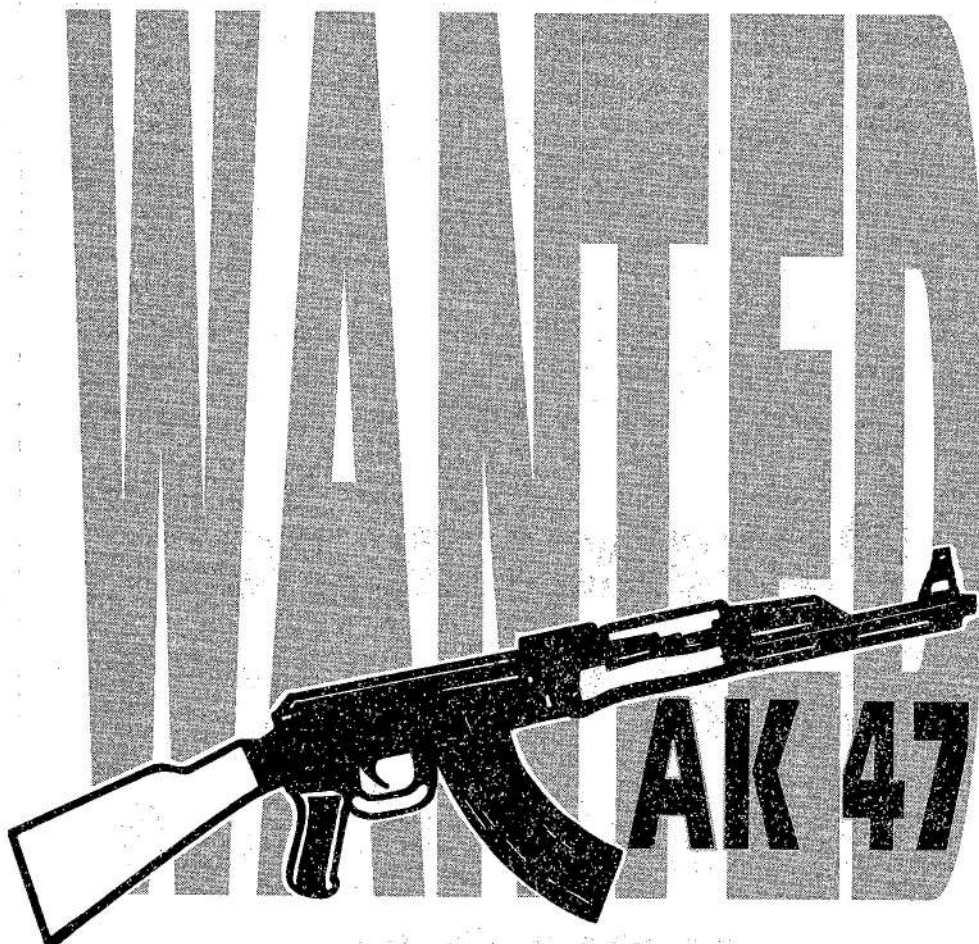
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	<i>Bladsy</i>
GEREGTELIKE EN ANDER OPENBARE VERKOPE.....	10
Geregtelike verkope:	
Provinsies: Transvaal.....	10
Kaap.....	95
Natal.....	123
Oranje-Vrystaat.....	143

TABLE OF CONTENTS

LEGAL NOTICES

	<i>Page</i>
SALES IN EXECUTION AND OTHER PUBLIC SALES.....	10
Sales in execution:	
Provinces: Transvaal.....	10
Cape.....	95
Natal.....	123
Orange Free State.....	143

Belangrik

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asook met die nuwe tariewe wat daarmee in
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Important

Please acquaint yourself thoroughly with the

“Conditions for Publication”

*of legal notices in the Government Gazette, as
well as the new tariffs in connection therewith*

***See List of Fixed Tariff Rates and Conditions on
front inner pages***