

REPUBLIEK  
VAN  
SUID-AFRIKA



REPUBLIC  
OF  
SOUTH AFRICA

# Staatskoerant Government Gazette

Vol. 342

PRETORIA, 31 DESEMBER  
DECEMBER 1993

No. 15388

***WETLIKE  
KENNISGEWINGS***

***LEGAL  
NOTICES***

**B**

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

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

(INWERKINGTREDING: 1 JUNIE 1993)

## LYS VAN VASTE TARIWE

<i>Gestandaardiseerde kennisgewings</i>	<i>Tarief per plasing</i>
	R
<b>BESIGHEIDSKENNISGEWINGS</b> .....	26,80
<b>BOEDELWETTEKENNISGEWINGS:</b> Vorms J 297, J 295, J 193 en J 187.....	11,20
<b>INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS:</b> 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.	
<b>ONOPGEËISTE GELDE</b> —slegs in die buitengewone <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag").....	6,60
<b>VERLORE LEWENSVERSEKERINGSPOLISSE:</b> Vorm VL.....	13,50
 <i>Nie-gestandaardiseerde kennisgewings</i>	
<b>DRANKLISENSIE-KENNISGEWINGS</b> in buitengewone <i>Staatskoerant</i> :	
Alle provinsies verskyn op eerste Vrydag van elke kalendermaand.....	38,10
(Sluitingsdatum vir indiening is twee weke voor publiseringsdatum.)	
<b>GEREGTELIKE EN ANDER OPENBARE VERKOPE:</b>	
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
<b>LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS</b> .....	40,30
<b>MAATSKAPPYKENNISGEWINGS:</b>	
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
<b>ORDERS VAN DIE HOF:</b>	
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 keurdatum.....	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>
<b>ADMINISTRATION OF ESTATES ACTS NOTICES:</b> Forms J 297, J 295, J 193 and J 187 .....	11,20
<b>BUSINESS NOTICES</b> .....	26,80
<b>INSOLVENCY ACT AND COMPANY ACTS NOTICES:</b> 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.	
<b>LOST LIFE INSURANCE POLICIES:</b> Form VL.....	13,50
<b>UNCLAIMED MONEYS</b> —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>	
<b>COMPANY NOTICES:</b>	
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
<b>LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES</b> .....	40,30
<b>LIQUOR LICENCE NOTICES</b> 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.)	
<b>ORDERS OF THE COURT:</b>	
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
<b>SALES IN EXECUTIONS AND OTHER PUBLIC SALES:</b>	
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

### SLUITINGSTYDE VIR DIE AANNAME VAN KENNISGEWINGS

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

### CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

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

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

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

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

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

#### GOEDKEURING VAN KENNISGEWINGS

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

#### VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

#### AANSPREEKLIKHEID VAN 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 INKOMSTESEËLS.

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

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

- (a) die lys van vaste tariewe; of  
(b) indien die vaste tariewe nie van toepassing is nie, die woordetal-tariewe.

**COPY**

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

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

- (1) The kind of notice.

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

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

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

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

**PAYMENT OF COST**

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

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

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

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



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

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

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

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

***Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.***

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

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

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

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

**Advertising Section  
Government Printing Works  
Private Bag X85  
Pretoria  
0001**

before publication.

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

The following stamps are not acceptable:

- (i) Revenue stamps of the old series.
- (ii) Revenue stamps of other states.
- (iii) Postage stamps.

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

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

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

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

**BEWYS VAN PUBLIKASIE**

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

**PROOF OF PUBLICATION**

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

***Belangrike Kennisgewing***

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

***Important Notice***

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

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

## GEREGTELIKE VERKOPE • SALES IN EXECUTION

### TRANSVAAL

Case 9966/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Deliwe Johanna Xaba**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 24 September 1993, the property listed hereunder will be sold in execution, on Friday, 21 January 1994 at 09:00, in the entrance hall of the Magistrate's Court, Kerk Street, Nigel, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 5390, Duduza Township, Registration Division IR, Transvaal, measuring 255 (two hundred and fifty-five) square metres, known as Erf 5390, Duduza Township, Nigel.

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

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

*Main building:* Brick building under tiled residence comprising kitchen, lounge cum dining-room, bathroom with toilet and two bedrooms.

*Outbuildings:* Outside room. Fencing: Wire.

*The material conditions of sale are:*

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

(b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the office of the Sheriff of the Magistrate's Court, 29 Third Avenue, Nigel.

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

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

(e) In the event of the highest bid being sufficient to satisfy the judgment debt with interest and all costs up to and including those related to the sale in execution the property will be sold subject to any lease or other real right ranking after the Judgment Creditor's Mortgage Bond, otherwise the property is sold free of any such lease or other real right. If the Execution Creditor is the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation shall be exercisable only against the occupier.

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

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

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

Case 2201/92

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Isaac Simangaliso Nyabane**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 22 July 1993, the property listed hereunder will be sold in execution, on Friday, 21 January 1994 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 15819, Tsakane Extension 5 Township, Registration Division IR, Transvaal, measuring 285 (two hundred and eighty-five) square metres, known as Erf 15819, Tsakane Extension 5, Brakpan.

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

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

*Main building:* Plaster/brick under I.B.R. roofing residence comprising lounge, two bedrooms, bathroom and kitchen. One toilet apart.

*Fencing:* Wire.

*The material conditions of sale are:*

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

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



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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000, then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per centum) of the sale price and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 22% (twenty-two per centum) per annum on the preferent creditors' claims as contemplated in rule 43 (7) (a) of the Rule of Court from the date of sale to date of payment to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

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

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

Case 11589/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Patricia Takadi**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 10 November 1993, the property listed hereunder will be sold in execution, on Wednesday, 16 January 1994 at 11:00, in the front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 14166, Daveyton Township, Registration Division IR, Transvaal, measuring 293 (two hundred and ninety-three) square metres, known as Erf 14166, Daveyton, Benoni.

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

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

*Main building:* Brick building under asbestos detached single-storey residence comprising two bedrooms, bathroom, kitchen and lounge.

*Fencing:* Pre-cast.

*The material conditions of sale are:*

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

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

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

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

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

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

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

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

## Case 10917/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lesang Samson Malebye**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 15 October 1993, the property listed hereunder will be sold in execution on Friday, 21 January 1994 at 09:00, in the entrance-hall of the Magistrate's Court, Kerk Street, Nigel, to the highest bidder:

All right, title and interest in the leasehold in respect of Stand 8307, Duduza Township, Registration Division IR, Transvaal, measuring 273 (two hundred and seventy-three) square metres, known as Stand 8307 Duduza, Nigel.

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

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building*: Brick building under tiles residence comprising kitchen, dining-room, lounge, two bedrooms, bathroom with toilet. *Fencing*: Wire.

*The material conditions of sale are:*

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the office of the Sheriff of the Magistrate's Court, 29, 3rd Avenue, Nigel.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest, and Value-added Tax (if applicable).
- (d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 (ten thousand rand), then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per centum) of the sale price and Value-added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 18% (eighteen per centum) per annum on the preferent creditor's claims as contemplated in Rule 43 (7) (a) of the Rule of Court from the date of sale to date of payment to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.
- (e) In the event of the highest bid being sufficient to satisfy the judgment debt with interest and all costs up to and including those related to the sale in execution the property will be sold subject to any lease or other real right ranking after the judgment creditor's mortgage bond; otherwise the property is sold free of any such lease or other real right. If the execution creditor is the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation shall be exercisable only against the occupier.
- (f) Failing compliance with the provisions of the conditions of sale, the Execution Creditor shall be entitled to cancel the sale, on written notice to that effect, and the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

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

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

## Case 10878/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Selina Maria Mkuma**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 15 October 1993, the property listed hereunder will be sold in execution on Friday, 21 January 1994 at 09:00, in the entrance-hall of the Magistrate's Court, Kerk Street, Nigel, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 216, Duduza Township, Registration Division IR, Transvaal, measuring 269 (two hundred and sixty-nine) square metres, known as 216 Nonjekwa Street, Duduza, Nigel.

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

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building*: Brick building under tiles residence comprising kitchen, dining-room, lounge, bathroom with toilet, two bedrooms. *Outbuilding*: Outside room. *Fencing*: Brick and wire.

*The material conditions of sale are:*

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the office of the Sheriff of the Magistrate's Court, 29, 3rd Avenue, Nigel.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest, and Value-added Tax (if applicable).
- (d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 (ten thousand rand), then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per centum) of the sale price and Value-added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 16% (sixteen per centum) per annum on the preferent creditor's claims as contemplated in Rule 43 (7) (a) of the Rule of Court from the date of sale to date of payment to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.

(e) In the event of the highest bid being sufficient to satisfy the judgment debt with interest and all costs up to and including those related to the sale in execution the property will be sold subject to any lease or other real right ranking after the judgment creditor's mortgage bond; otherwise the property is sold free of any such lease or other real right. If the execution creditor is the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation shall be exercisable only against the occupier.

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

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

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

#### Case 12032/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Alfred Kondile**, First Defendant, and **Emma Doris Kondile**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 1 November 1993, the property listed hereunder will be sold in execution on Wednesday, 26 January 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 3775, Daveyton Township, Registration Division IR, Transvaal, measuring 334 (three hundred and thirty-four) square metres, known as 3775 Thembu Street, Daveyton, Benoni.

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

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building*: Brick under asbestos detached single-storey residence comprising bedroom, bathroom, lounge, kitchen. *Fencing*: Wire. Plastered house with pitched asbestos roof. House upgraded.

*The material conditions of sale are:*

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

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

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

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

(e) In the event of the highest bid being sufficient to satisfy the judgment debt with interest and all costs up to and including those related to the sale in execution the property will be sold subject to any lease or other real right ranking after the judgment creditor's mortgage bond; otherwise the property is sold free of any such lease or other real right. If the execution creditor is the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation shall be exercisable only against the occupier.

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

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

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

#### Case 1172/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Andries Cornelius Johannes Appelgryn**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 19 February 1993, the property listed hereunder will be sold in execution on Friday, 21 January 1994 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Erf 526, Brenthurst Township, Registration Division IR, Transvaal, measuring 803 (eight hundred and three) square metres, known as 53 Lester Road, Brenthurst, Brakpan.

The property is zoned Residential 1 in terms of the relevant town-planning scheme.



No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building*: Plaster/stone under corrugated iron residence comprising lounge, dining-room, three bedrooms, bathroom, kitchen (half completed). *Outbuildings*: Single garage, housekeeper's room plus toilet and small store-room. *Fencing*: Stone and precast.

*The material conditions of sale are:*

- (a) The sale will be held by public auction and without reserve and will be voetstoets.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrates' Courts Office, 439 Prince George Avenue, Brakpan.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (if applicable).
- (d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 18,75% (eighteen comma seven five per centum) per annum on the preferent creditor's claims as contemplated in Rule 43 (7) (a) of the rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.
- (e) In the event of the highest bid being sufficient to satisfy the judgment debt with interest and all costs up to and including those related to the sale in execution, the property will be sold subject to any lease or other real right ranking after the Judgment Creditor's mortgage bond; otherwise the property is sold free of any such lease or other real right. If the execution creditor is the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation shall be exercisable only against the occupier.
- (f) Failing compliance with the provisions of the conditions of sale, the Execution Creditor shall be entitled to cancel the sale on written notice to that effect, and the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this 8th day of December 1993.

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

#### Case 11590/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Teboho Selepe**, First Defendant, and **Nomfazwe Florence Selepe**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 29 October 1993, the property listed hereunder will be sold in execution on Friday, 21 January 1994 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 706, Tsakane Extension 1 Township, Registration Division IR, Transvaal, measuring 310 (three hundred and ten) square metres, known as Erf 706, Tsakane Extension 1, Brakpan.

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

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

*The material conditions of sale are:*

- (a) The sale will be held by public auction and without reserve and will be voetstoets.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Court Office, Brakpan.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (if applicable).
- (d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R100 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 16% (sixteen per centum) per annum on the preferent creditor's claims as contemplated in rule 43 (7) (a) of the rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

6. In the event of the highest bid being sufficient to satisfy the judgment debt with interest and all costs up to and including those related to the sale in execution, the property will be sold subject to any lease or other real right ranking after the Judgment Creditor's mortgage bond, otherwise the property is sold free of any such lease or other real right. If the Execution Creditor is the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation will be exercisable only against the occupier.

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

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

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

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Joshua Alpheus Moloi**, First Defendant and **Gloria Busi Moloi**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and a warrant of execution dated 21 June 1993, the property listed hereunder will be sold in execution on Wednesday, 26 January 1994 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 10268, Daveyton Township, Registration Division IR, Transvaal, measuring 348 (three hundred and forty-eight) square metres, known as 10268 Hlakwana Street, Daveyton, Benoni.

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

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building*: Bricks under asbestos detached single storey residence comprising three bedrooms, toilet, lounge, dining-room and kitchen. *Fencing*: Wire. Fairly kept plastered house with pitched asbestos roof. Tarred roads with street lights. Near schools and shops.

*The material conditions of sale are:*

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Court Office, Benoni.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (if applicable).
- (d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per centum) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 22,75% (twenty-two comma seven five per centum) per annum on the preferent creditor's claims as contemplated in rule 43 (7) (a) of the rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.
- (e) In the event of the highest bid being sufficient to satisfy the judgment debt with interest and all costs up to and including those related to the sale in execution, the property will be sold subject to any lease or other real right ranking after the Judgment Creditor's mortgage bond, otherwise the property is sold free of any such lease or other real right. If the execution creditor is the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation shall be exercisable only against the occupier.
- (f) Failing compliance with the provisions of the conditions of sale, the Execution Creditor shall be entitled to cancel the sale on written notice to that effect, and the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

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

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

Saak 96238/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Regspersoon van Herman Tuine**, Eiser, en **J. Koen**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Pretoria en lasbrief vir eksekusie gedateer 24 Februarie 1993, sal die onderstaande eiendom geregtelik verkoop word te kantore Balju, Pretoria Sentraal, te Sinodalesentrum, Visagiestraat 234, Pretoria, op 18 Januarie 1994 om 10:00, naamlik:

Deel 19, soos getoon en volledig beskryf op Deelplan SS83/86 in die skema bekend as Herman Tuine, ten opsigte van die grond of gebou of geboue geleë te Erf 1395, Sunnyside, plaaslike owerheid, Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens genoemde Deelplan 42 (vier twee) vierkante meter groot is; en

'n Onverdeelte 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.

Gehou kragtens Sertifikaat van Geregisteerde Deeltitel ST83/86 (19) Unit.

Bekend as Herman Tuinewoonstelle 401, Vosstraat 59, Sunnyside, Pretoria.

Onderworpe aan die voorwaardes daarin vermeld.

*Verbeterings:*

*Woning bestaan uit:* Enkelwoonstel met aparte badkamer/w.k.

Die bovermelde eiendomsbeskrywing word geensins gewaarborg nie.

*Voorwaardes van verkoping:*

Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van die verkoping aan die Balju betaal. Die balans plus rente moet verseker word deur 'n bank- of bouverenigingwaarborg, betaalbaar teen registrasie van transport en wat binne 14 (veertien) dae na datum van die verkoping gelewer moet word.

Die eiendom word voetstoots verkoop vir die hoogste bod onderhewig aan die bepalings van artikel 66 van die Landdros-hofwet.

Die verkoping geskied volgens verdere verkoopvoorwaardes wat ter insae lê gedurende kantoorure by die kantoor van die Balju te Pretoria-Sentraal, Visagiestraat 228, Pretoria, en te die kantoor van die Eiser se prokureurs.

Geteken te Pretoria op hede hierdie 10de dag van Desember 1993.

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

Case 13353/92

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

In the matter between **The Standard Bank of S.A. Ltd**, Plaintiff, and **Gottlipp Wilhelm Schroder van Rooyen**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held at the office of the Sheriff, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 20 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 and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Erf 432, situated in the Township of Capital Park, Registration Division JR, Transvaal, also known as 343 Behrens Street, Capital Park. *Measuring*: 957 (nine hundred and fifty-seven) square metres, held by the Mortgagor's by virtue of Deed of Transfer T56614/1988, subject to the conditions therein contained.

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

Dwelling with metal roof consisting of lounge, dining-room, kitchen, laundry, three bedrooms, bathroom/w.c. and store-room.

10% (ten per cent) of the purchase price and 5% (five per cent) auctioneer's charges on the first R20 000 and 3% (three per cent) thereafter in cash, plus VAT, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

Dated at Pretoria on this the 14th day of December 1993.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S889/92.)

Saak 20040/93

**IN DIE HOOGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **Steve Johnny Anthony Williams**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 26 Oktober 1993, en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju, Pretoria Noord-Oos, op 18 Januarie 1994 om 10:00, te Sinodalesentrum, Visagiestraat 234, Pretoria, verkoop:

*Sekere*: Erf 5433, geleë in die dorpsgebied Eersterust-uitbreiding 6, Registrasieafdeling JR, Transvaal, met straatadres bekend as Soutrivierstraat 397, Eersterust.

*Groot*: 315 (driehonderd en vyftien) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, eetkamer, drie slaapkamers, badkamer/w.k., stort/w.k. en 'n kombuis

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, te Sinodalesentrum, Visagiestraat 228, Pretoria.

Dyason & Leopont, Prokureurs vir Eiser, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) (Verw. T. du Plessis/AN.)

Case 241/1991

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

In the matter between **Nedcor Bank Ltd**, formerly known as Nedperm Bank Limited, Plaintiff, and **Bhekizwe Petros Ngomane**, First Defendant, and **Elizabeth Motlalepule Mawela**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 6 May 1993, the property listed hereunder will be sold in execution on Friday, 21 January 1994 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right title and interest in the leasehold in respect of Lot 18532, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, known as Lot 18532, Tsakane Extension 8, Brakpan.



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

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

*Main building:* Semi face brick under tiles residence comprising lounge, two bedrooms, bathroom and kitchen.

*Fencing:* Diamond mesh.

*The material conditions of sale are:*

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per cent) thereof or if the purchase price is less than R10 000, then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court, being 4% (four per cent) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 20,75% (twenty comma seven five per cent) per annum on the preferent creditor's claims as contemplated in Rule 43 (7) (a) of the rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

6. In the event of the highest bid being sufficient to satisfy the judgment debt with interest and all costs up to and including those related to the sale in execution, the property will be sold subject to any lease or other real right ranking after the judgment creditor's mortgage bond; otherwise the property is sold free of any such lease or other real right. If the execution creditor is the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation will be exercisable only against the occupier.

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

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

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

**Saak 7971/93**

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **De Canha Louis Carlos**, Verweerder

Volgens vonnis van bogemelde Hof, sal per veiling die volgende eiendom op 21 Januarie 1994 om 10:00, verkoop word deur die Balju te kantore van die Balju, Metro Sentrum, 13de Verdieping, Hendrik Verwoerdrylaan 163, Ferndale, Randburg, op voorwaardes wat by sy kantoor ingesien kan word:

Deel 51, soos getoon en volledig beskryf op Deelplan SS441/1989, in die gebou of geboue bekend as Villa Toledo, geleë te Magalies View-dorpsgebied, Plaaslike Owerheid, Sandton, waarvan die vloeroppervlakte 59 vierkante meter groot is (ook bekend as Woonstel 51, Villa Toledo, Troupantlaan, Magaliesview, Sandton).

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

Woonstel met sit-/eetkamer, twee slaapkamers, kombuis en badkamer.

Gedateer hierdie 10de dag van Desember 1993.

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

**Saak 784/91**

**IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE**

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **Poho April Sibaya**, Eerste Verweerder, and **Maria Sibaya**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 21 Januarie 1994 om 11:00, per publieke veiling deur die Balju, Soshanguve, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, verkoop word:

1088 Blok GG, Soshanguve, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Grondbrief TL1534/89, grootte 300 (driehonderd) vierkante meter.

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

Losstaande bakstene en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers.



Die wesentlike voorwaardes van verkoop is:

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

Geteken te Soshanguve hierdie 29ste dag van November 1993.

Haupt & Gerneke, p.a. Blok 489G, Soshanguve. (Tel. 546-6613.) (Verw. mev. Snyman/EB0231.)

**Case 13976/92**

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

In the matter between **OK Bazaars (1929) Limited**, Plaintiff, and **Gerald Stewart Steyn**, First Defendant, and **Johan Grobler** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property with a reserve will be sold in execution to the highest bidder, to be held on 18 January 1994 at 10:00, at the Sinodale Sentrum, 234 Visagie Street, Pretoria:

Remaining extent Erf 46, Riviera, Registration Division JR, measuring 1 276 square metres, held by the First Defendant under Deed of Transfer T117/1984, situated at 114 Rose Street, Riviera, Pretoria.

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

Dwelling with zinc roof, four bedrooms, two bathrooms, kitchen, family room and open plan lounge/dining-room. *Outbuildings:* Servant's room, office with toilet and shower. Swimming-pool. Carport for four cars.

*Terms:* Ten per cent (10%) of the purchase price in cash on the day of the sale, the balance against transfer, to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 30 (thirty) days after the date of the sale.

*Conditions:* The conditions of sale may be inspected at this office or at the office of the Sheriff, Supreme Court, Second Floor, 228 Visagie Street, Pretoria.

J. Meyer, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. M306384/vb.)

**Saak 39002/92**

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Regspersoon van Uniandra**, Eiser, en **I. Brummer**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Pretoria, en lasbrief vir eksekusie, gedateer 14 Desember 1992, sal die onderstaande eiendom geregtelik verkoop word te Kantore Balju, Pretoria-sentraal, te Sinodalesentrum, 234 Visagiestraat, Pretoria, op 18 Januarie 1994 om 10:00, naamlik:

Deel 2, soos getoon en vollediger beskryf op Deelplan SS365/91 in die skema bekend as Uniandra ten opsigte van die grond of gebou of geboue geleë te Erf 463, Môregloed, Plaaslike Owerheid Pretoria, van welke deel die vloeroppervlakte volgens genoemde deelplan 79 (sewe nege) 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.

Gehou kragtens Sertifikaat van Geregisteerde Deeltitel ST 365/91 (2) Unit, bekend as Uniandra 102, Laseandrastraat 84, Môregloed, Pretoria, onderworpe aan die voorwaardes daarin vermeld.

*Verbeterings:* Woning bestaan uit woonstel met enkelgeriewe.

Die bovermelde eiendomsbeskrywing word geensins gewaarborg nie.

*Voorwaardes van verkoping:* Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van die verkoping aan die Balju betaal. Die balans plus rente moet verseker word deur 'n bank- of bouverenigingwaarborg, betaalbaar teen registrasie van transport en wat binne 14 (veertien) dae na datum van die verkoping gelewer moet word.

Die eiendom word voetstoots verkoop vir die hoogste bod onderhewig aan die bepalings van artikel 66 van die Landdroshowet.

Die verkoping geskied volgens verdere verkoopvoorwaardes wat ter insae lê gedurende kantoorure by die kantoor van die Balju te Pretoria-sentraal, Visagiestraat 228, Pretoria, en te die kantoor van die Eiser se prokureurs.

Geteken te Pretoria op hede hierdie 10de dag van Desember 1993.

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

Saak 20041/93

## 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 **Willibald Graf**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 26 Oktober 1993, en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju, Pretoria-Noordoos, op 18 Januarie 1994 om 10:00, te Sinodalesentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Gedeelte 15 ('n gedeelte van Gedeelte 3) van Erf 106, in die dorp East Lynn, met straatadres bekend as Lanhamstraat 32, East Lynne, groot 4 188 (vierduisend eenhonderd agt-en-tagtig) vierkante meter.

Die eiendom is 'n onbeboude perseel.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Sinodalesentrum, Visagiestraat 228, Pretoria.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600) (Verw. T. du Plessis/AN.)

Saak 2982/93

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Sarel Johannes von Benecke**, Verweerder

Geliewe kennis te neem dat die eiendom bekend as Resterende Gedeelte van Gedeelte 1 van die plaas Rietvlei 600, Registrasieafdeling IR, Transvaal, groot 29,5902 (nege-en-twintig komma vyf nege nul twee) hektaar.

En geleë te Resterende Gedeelte van Gedeelte 1 van die plaas Rietvlei 600, in eksekusie verkoop sal word op 14 Januarie 1993 om 09:00, by die Landdroskantoor, Frankstraat, Balfour.

Gemelde eiendom bestaan uit sitkamer, TV-kamer, eetkamer, drie slaapkamers, kombuis, badkamer en aparte toilet. Buitegeboue: Twee boorgate, stoor, drie motorhuise, twee pakkamers, hoenderhokke en dam - sement en klip.

Geliewe verder kennis te neem dat die verkoopvoorwaardes vir bogemelde verkoping ter insae lê by die kantore van die Balju, Balfour, Jan Riebeeckstraat 93, Balfour, Transvaal. [Tel. (01506) 3-1616.]

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

N. Döman, vir Laäs, Döman & Vennote, Vierde Verdieping, Adventiciagebou, Visagiestraat 180, Pretoria. (Tel. 323-2316) (Verw. N. Döman/yva/NT08-353.)

Saak 21131/90

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Plaaslike Afdeling)

In die saak tussen **Nedperm Bank Bpk.**, Eiser, en **Raymond FrancRaymond Francis Bates**, Verweerder

'n Verkoping sonder voorbehoud sal gehou word deur die Balju Pretoria-suid te Strubenstraat 142, Pretoria, op Woensdag, 19 Januarie 1994 om 10:00, van die ondergenoemde eiendom op voorwaardes wat ter insae lê by die kantore van die Balju voor die verkoping.

Erf 126, Elarduspark-dorpsgebied, Registrasieafdeling JR, Transvaal, geleë te Boeingstraat 548, Elarduspark, groot 1 388 vierkante meter.

*Hoofgeboue:* Sitkamer, eetkamer, kombuis, vyf slaapkamers, aantrekkamer, twee badkamers, waskamer en toilet.

*Buitegeboue:* Motorafdak, bediendekamer, toilet/stort, badkamer en twee dubbel motorhuise.

*Verbeterings:* Swembad.

*Terme:* 10% (tien persent) deposito op aankoop, balans betaalbaar deur 'n bank- of bougenootskapwaarborg of kontant binne 14 dae vanaf datum van aankoop. Balju's kommissie betaalbaar deur aankoper op datum van aankoop.

Gedateer te Pretoria hede die 13de dag van Desember 1993.

B. van Vuuren, vir Eitel Kruger & Vennote, Eiser se Prokureur, Eastwoodstraat 311, Arcadia, Pretoria. [Tel. (012) 344-4427.] (Verw. mnr. E. du Plessis/av.)

Case 989/93

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

In the matter between **First National Bank of Southern Africa Limited** (Reg. No. 05/01225/06), Plaintiff, and  
**Annalatchumi Ramsamy**, Defendant

In pursuance of a judgment in the Court for the Magistrate's of Benoni, on 1 March 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 Erf 421, MacKenzie Park Extension 1, situated on 14 Starling Street, in the Township of MacKenzie Park Extension 1, District of Benoni, measuring 1 140 (one thousand one hundred and forty) square metres.

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

Building built of brick and plaster, tiled roof comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms 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, Benoni.

Dated at Benoni on this the 13th day of December 1993.

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 52-8666) (Ref. Mrs Teixeira/FB0660.)

Case 13976/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **OK Bazaars (1929) Limited**, Plaintiff, and **Gerald Stewart Steyn**, First Defendant, and  
**Johan Grobler**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property without a reserve price will be sold in execution to the highest bidder, to be held on 19 January 1994 at 10:00, at the office of the Sheriff, Pretoria East, 142 Struben Street, Pretoria:

Erf 145, Waterkloof Glen, Registration Division JR, Transvaal, measuring 2 076 square metres, held by the Second Defendant under Deed of Transfer T27953/1980, situated at 341 Bruce Avenue, Waterkloof Glen.

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

Architect designed-double storey dwelling: Four bedrooms, two bathrooms, separate shower and toilet, two patios, three garages, carport and servant's room with toilet/shower.

Granny flat: Dining-room, kitchen, sitting-room/bedroom, shower and toilet.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against transfer, to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 30 (thirty) days after the date of the sale.

Conditions: The conditions of sale may be inspected at this office or at the office of the Sheriff, Supreme Court, Pretoria East.

J. Meyer, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501) (Ref. M306384/vb.)

Saak 21228/93

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van SA Beperk**, Eiser, en **Roelof Henken**, Eerste Verweerder, en  
**Jacqueline Merle Henken**, Tweede Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogenoemde aksie toegestaan op 9 November 1993, sal die ondergenoemde onroerende eiendom, geregistreer in die naam van die Eerste en Tweede Verweerders, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 13 Januarie 1994 om 10:00:

Gedeelte 15 van Erf 3318, geleë in die dorpsgebied Elandspoort, Registrasieafdeling JR, Transvaal, grootte 456 vierkante meter, gehou kragtens Akte van Transport T30128/93. (Die eiendom is ook beter bekend as Schneiderlaan 205, Elandspoort).

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.



**Verbeterings:** Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n dak, bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer. Buitegeboue synde 'n motorafdak.

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

Gedateer te Pretoria op hierdie 10de dag van Desember 1993.

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933) (Verw. Van den Burg/avdp/F.7559/B1.)

**Case 3325/93**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Holi, Mlamleni Jafa**, 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, Springs, 56 Twelfth Street, Springs, on Friday, 21 January 1994 at 11:00, 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 974, KwaThema Township, Registration Division IR, Transvaal, situation 43 Mdakane Street, KwaThema, area 292 (two hundred and ninety-two) square metres.

**Improvements** (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, under asbestos roof and enclosed with wire fencing.

**Terms:** A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per 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 22nd day of November 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142) (Ref. N140E/mgh/tf.)

**Saak 18482/93**

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Avelino Augusto Miranda Chaves**, Eerste Verweerder, en **Debbie Nastoletta Margaret Chaves**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 5 Oktober 1993 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Noord-oos, op 18 Januarie 1994 om 10:00, te Sinodalesentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Gedeelte 4 van Erf 331, geleë in die dorpsgebied Jan Niemandpark, Registrasieafdeling JR, Transvaal, met straatadres te Lammervangerstraat 105, Jan Niemand Park, groot 744 (sewehonderd vier-en-veertig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit sitkamer, drie slaapkamers, badkamer/wk, kombuis en wk.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Sinodalesentrum, Visagiestraat 228, Pretoria.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600) (Verw. T. du Plessis/AN.)

**Saak 92882/93**

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieculdeiser, en **S. D. Strachan**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 14 Mei 1993, sal die onderstaande eiendom om 10:00 op 18 Januarie 1994 te die kantoor van die Balju, Pretoria Noord-Oos, NG Sinodalesentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit: Erf 3226, geleë in die dorpsgebied Eersterust-uitbreiding 5, Registrasieafdeling JR, Transvaal, bekend as Sparkslaan 244, Eersterust-uitbreiding 5.

**Beskrywing:** Woonhuis bestaande uit: Sitkamer, eetkamer, kombuis, twee toilette, twee badkamers, drie slaapkamers, motorhuis en bediendetoilet.

**Verbandhouer(s):** Saambou, Andriesstraat 227, Pretoria.

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

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 13de dag van Desember 1993.

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

**Case 10668/1993**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Shayandhra Naidoo**, First Defendant, and **Krishnaveni Naidoo**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 15 October 1993, the property listed hereunder, will be sold in execution on Friday, 21 January 1994 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Portion 1 of Erf 886, Leachville Extension 1 Township, Registration Division IR, Transvaal. *Measuring:* 658 (six hundred and fifty-eight) square metres, known as 18 Touwsrivier Street, Leachville Extension 1, Brakpan.

The property is zoned "Residential 1" in terms of the relevant town-planning scheme.

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

*Main building:* Plastered/bricks under tiles residence comprising lounge plus dining-room combined, three bedrooms, bathroom, kitchen and paved driveway.

*Outbuildings:* Garage converted into TV-room. *Fencing:* Pre-cast. Pool.

*The material conditions of sale are:*

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

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

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

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

6. In the event of the highest bid being sufficient to satisfy the judgment debt with interest and all costs up to and including those related to the sale in execution, the property will be sold subject to any lease or other real right ranking after the Judgment Creditor's mortgage bond; otherwise the property is sold free of any such lease or other real right. If the execution creditor is the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation will be exercisable only against the occupier.

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

Dated at Benoni on this the 10th day of December 1993.

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

**Saak 1989/93**

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

In die saak tussen **NBS Bank Beperk**, Eiser, en **M. Z. Matlala**, Eerste Verweerder, en **N. C. Matlala**, Tweede Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 27 April 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 156, geleë in die dorpsgebied Country View-uitbreiding 1, Registrasieafdeling JR, Transvaal. *Grootte:* 756 vierkante meter, gehou kragtens Akte van Transport T57033/1992. (Die eiendom is beter bekend as Fire Lily Crescent 156, Country View-uitbreiding 1.)

*Plek van verkoping:* Die verkoping sal plaasvind te die kantore van die Balju: Pretoria-Suid, Strubenstraat 142, Pretoria.

*Verbeterings:* Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis bestaande uit sitkamer, eetkamer, kombuis, spens, drie slaapkamers, twee badkamers, twee buitegeboue synde 'n dubbelmotorhuis en bediendekamer met stort en toilet.

*Verkoopvoorwaardes:* Die verkoopvoorwaardes lê ter insae te die kantore van die Balju: Pretoria-Suid, Messcorhuis, Margarethastraat 30, Riverdale, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

Geteken te Pretoria op hierdie 10de dag van Desember 1993.

W. H. Brisley, vir W. H. Brisley Prokureurs, Vyfde Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Verw. mnr. Brisley/H269/mw.)

**Case 1989/93**

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

In the matter between **NBS Bank Limited**, Plaintiff, and **M. Z. Matlala**, First Defendant, and **N. C. Matlala**, Second Defendant

Be pleased to take notice that in pursuance of a judgment granted in the above action on 27 April 1993, the undermentioned immovable property of the Defendant will be sold in execution, without a reserve price, by the Sheriff on 19 January 1994 at 10:00:

Erf 156, situated in the township of Country View Extension 1, Registration Division JR, Transvaal, measuring 756 square metres, held by virtue of Deed of Transfer T57033/1992. (The property is better known as 156 Fire Lily Crescent, Country View Extension 1.)

*Place of sale:* The sale will take place at the offices of the Sheriff, Pretoria South, 142 Struben Street, Pretoria.

*Improvements:* The property has been improved with a dwelling consisting of lounge, dining-room, kitchen, scullery, three bedrooms, 2 bathrooms, two outbuildings being a double garage, servant's quarters with w.c. and shower, no guarantee is given in this regard.

*Conditions of sale:* The conditions of sale will lie for inspection at the offices of the Sheriff: Pretoria South, Messcor House, 30 Margaretha Street, Riverdale, Pretoria, where it may be inspected during normal office hours.

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

W. H. Brisley, for W. H. Brisley Attorneys, Fifth Floor, First National Bank Building, Church Square, Pretoria. (Tel. 21-7777/8.) (Ref. Mr Brisley/mp/H269.)

**Saak 3349/93**

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Mildred Xoliswa Xego**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak, op 16 Maart 1993, en ten uitvoering van 'n lasbrief tot uitwinning, sal die Balju van die Hooggeregshof, Pretoria-Noord, op Vrydag, 21 Januarie 1994 om 11:00, te die kantore van die Balju, Pretoria-Noord, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder verkoop:

Erf 1185, geleë in die dorp Soshanguve-FF, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport T70195/22. Groot: 538 vierkante meter.

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

Woonhuis met sit-/eetkamer, drie slaapkamers, kombuis, bad/w.k. met geriewe.

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

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

Geteken te Pretoria op hierdie 13de dag van Desember 1993.

Van Zyl Le Roux & Hurter Ing., Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. Mnr. Hurter NG 46722.)



Case 16034/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Matoli Naphtali Makhubo**, First Defendant, and **Ntombizodwa Maria Makhubo**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Standerton, at the offices of the Sheriff, 17 Caledon Street, Standerton, on 19 January 1994 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Standerton, at 17 Caledon Street, Standerton, and which will be read by him at the time of the sale, of the following property owned by Defendants:

Portion 43 of Erf 2373, Sakhile Township, Registration Division IS, Transvaal, measuring 252 (two hundred and fifty-two) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL21831/1989.

This property is situated at Stand 43 of Erf 2373, Sakhile Township, Standerton, Transvaal.

The property is improved as follows: Lounge, three bedrooms, kitchen and bathroom/toilet, and 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 15500/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Kgokgo Shadrack Molayi**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Wonderboom, at the office of the Sheriff, at Portion 83, De Onderstepoort, Old Warmbaths Road, Bon Accord, on 21 January 1994 at 11:00, upon conditions which may now be inspected at the offices of the Sheriff, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills), Old Warmbaths Road, Bon Accord, and which will be read by him at the time of the sale, of the following property owned by Defendant:

Erf 9023 (previously Erf 1279), Mamelodi Extension 2 Township, Registration Division JR, Transvaal, measuring 450 (four hundred and fifty) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL30804/1988.

This property is situated at Stand 1279, Mamelodi Extension 2, P.O. Rethabile, Pretoria.

The property is improved as follows: Three bedrooms, kitchen, dining-room, two bathrooms, lounge and garage/store-room, and single storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

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

Dated at Pretoria on this the 10th day of December 1993.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/LM.)

Case 15498/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Japie Isaac Zwane**, First Defendant, and **Kholwa Emmah Zwane**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Standerton, at the offices of the Sheriff, 17 Caledon Street, Standerton, on 19 January 1994 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Standerton, at 17 Caledon Street, Standerton, and which will be read by him at the time of the sale, of the following property owned by Defendants:

Portion 44 of Erf 2373, Sakhile Township, Registration Division IS, Transvaal, measuring 252 (two hundred and fifty-two) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL56675/1988.

This property is situated at House 3253, Sakhile Township, Standerton, Transvaal.

The property is improved as follows: Lounge, two bedrooms, kitchen, bathroom/toilet and 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.)



Saak 12261/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **H. Legobye**, 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 18 Januarie 1994 om 10:00, te die kantoor van die Balju, Pretoria-Noordoos, NG Sinodalesentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 1176, geleë in die dorpsgebied Eersterus-uitbreiding 2, Registrasieafdeling JR, Transvaal, bekend as Hans Coverdaleweg-Wes 152, Eersterus-uitbreiding 2.

**Beskrywing:** Woonhuis bestaande uit sitkamer, eetkamer, kombuis, TV-kamer, twee toilette, twee badkamers, drie slaapkamers en waskamer.

**Verbandhouer(s):** United, Pretoriusstraat 242, Pretoria.

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

Die belangrikste voorwaardes daarin vervat is die volgende:

'n Kontantdeposito 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 prokureurs en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

Gedateer te Pretoria op hede die 13de dag van Desember 1993.

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

Case 4058/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Saambou Bank Limited**, Plaintiff, and **Makwaba Jeremiah Mthimunya**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, Old Warmbaths Road, Bon Accord), on 21 January 1994 at 11:00, 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 said Sheriff, prior to the sale:

Certain Erf 11589, Mamelodi, Registration Division JR, Transvaal, area 297 (two hundred and ninety-seven) square metres, situated at 11589 Mamelodi East, Mamelodi.

**Improvements** (not guaranteed): A living-room, dining-room, three bedrooms, separate bath and separate toilet, kitchen, single garage and servants' quarters.

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

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

Dated at Pretoria on this the 25th day of November 1993.

Matlala Inc., Second Floor, Provincial House, 32 Van der Walt Street, Pretoria, 0002; P.O. Box 77463/77464, Mamelodi West, 0101. (Docex. 70.) [Fax. (012) 323-7431.] [Tel. (012) 326-8923/4/5.] (Ref. MJL/jm/C5857.)

Saak 18303/93

PH 507

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Fourie, Lehan Jaques**, Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak sal 'n verkoping gehou word op 21 Januarie 1994 om 10:00, by die kantore van die Balju, Hendrik Verwoerdrylaan 163, Metro Sentrum, 13de Verdieping, Randburg, van die ondergemelde eiendom:

Sekere Eenheid 7, soos aangetoon op Deeltitel Plan SS283/93 in die skame bekend as Grace Avenue, Sunninghill-uitbreiding, Sandton-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Groot 76 (ses-en-sewentig) vierkante meter.

Geleë te Eenheid 7, Grace Avenue, Sunninghill-uitbreiding, Sandton.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie:

'n Tweeslaapkamereenheid met houtraamvensters, baksteenmure/baksteenomheining—mooi; bestaande uit sitkamer, badkamer, gang, kombuis, motorafdek en swembad.

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 Hendrik Verwoerdrylaan 163, Metro Sentrum, 13de Verdieping, Randburg, of die Eiser se Prokureurs, Blakes Ing., Sewende Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

Geteken te Johannesburg op hierdie 10de dag van Desember 1993.

D. J. Rens, vir Blakes, Sewende Verdieping, Santambankgebou, Rissikstraat 81, Johannesburg. (Tel. 833-6000.) (Verw. D. J. Rens/jm/Z70045.)

Saak 16131/93  
PH 507

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

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Pavlou, Andreas**, Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak sal 'n verkoping gehou word op 21 Januarie 1994 om 10:00, by die kantore van die Balju, Sandton, Hendrik Verwoerdrylaan 163, Metro Sentrum, 13de Verdieping, Randburg, van die ondergemelde eiendom:

Sekere Eenheid 2, soos aangetoon en meer volledig beskryf op Deeltitel Plan SS3/91, in die gebou bekend as Sandown Hills, Sandown-dorpsgebied.

Groot 87 (sewe-en-tagtig) vierkante meter.

Geleë te Sandown Hills 18, Sandown, Sandton.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie:

'n Tweeslaapkamerhuis met staalvensters en baksteenmure. Bestaande uit sitkamer, eetkamer, badkamer, gang, kombuis, opwasplek, motorafdak en swembad (gedeel).

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 Sandton, Hendrik Verwoerdrylaan 163, Metro Sentrum, 13de Verdieping, Randburg, of die Eiser se Prokureurs, Blakes Ing., Sewende Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

Geteken te Johannesburg op hierdie 10de dag van Desember 1993.

D. J. Rens, vir Blakes, Sewende Verdieping, Santambankgebou, Rissikstraat 81, Johannesburg. (Tel. 833-6000.) (Verw. D. J. Rens/jm/Z70035.)

Case 20702/93

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

In the matter between **Nedcor Bank Ltd**, trading as Nedbank, Plaintiff, and **Quen Uys**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held at the offices of the Sheriff, Pretoria East, 142 Struben Street, Pretoria, on Wednesday, 19 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 and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Erf 1624, situated in the Township of Moreletapark Extension 27, Registration Division JR, Transvaal, also known as 647 Christaller Street, Morteletapark Extension 27, measuring 1 000 (one thousand) square metres, held by Deed of Transfer T63701/92, subject to the conditions therein contained and especially subject to the reservation of mineral rights.

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

Half finished dwelling with tiled roof, currently consisting of bedroom, bathroom, kitchen, lounge, dining-room, family room, entrance hall and three garages.

10% (ten per cent) of the purchase price and 5% (five per cent) auctioneer's charges on the first R20 000 (twenty thousand rand) and 3% (three per cent) thereafter in cash, plus Value-Added Tax, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

Dated at Pretoria this 17th day of December 1993.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1296/93.)

Saak 4352/93

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

In die saak tussen **Saambou-Bank Beperk**, Eiser, en **Lourens Vosloo**, Eerste Verweerder, en **Daniel Pieter Prinsloo**, Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 30 Maart 1993, sal die Verweerders se twee derde onverdeelde aandeel in die ondervermelde eiendom op 19 Januarie 1994 om 10:00, deur die Balju, Pretoria-Suid, te Strubenstraat 142, Pretoria, aan die hoogste bieder geregtelik verkoop word:

Erf 2015, Rooihuiskraal-uitbreiding 19, Registrasieafdeling JR, Transvaal, groot 1 524 (eenduisend vyfhonderd vier-en-twintig) vierkante meter, gehou kragtens Akte van Transport T82960/91.

Bekend as Hadeda Singel 49, Rooihuiskraal-uitbreiding 19, Verwoerdburg.

*Verbeterings* (geen waarborg word in hierdie verband gegee nie):

'n Onvoltooide woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer aparte stort, buite toilet en motorhuis.

*Sonering*: Residensieel.

1. Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Messcorhuis, Margarethastraat 30, Riverdale, Pretoria, en bevat onder andere die volgende:

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

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 5% (vyf persent) tot 'n prys van R20 000 (twintig duisend rand) and daarna 3% (drie persent) tot 'n maksimum geld van R6 000 (ses duisend rand), met 'n minimum van R100 (honderd rand), plus Belasting op Toegevoegde Waarde.

Geteken te Pretoria hierdie 1ste dag van Desember 1993.

Eben Griffiths & Vennote, p.a. Wilsenach Van Wyk Goosen & Bekker Ing., Sanlamsentrum 1115, Andriesstraat, Pretoria.  
[Tel. (012) 64-1007/64-1039.] (Verw. mnr. Griffiths/mev. Du Plessis.)

**Case 1762/93**

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

In the matter between **NBS Bank Limited** (No. 87/01384/06), Plaintiff, and **Regie Joseph Ramoipone**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 25 November 1993, and subsequent warrant of execution, the following property will be sold in execution on 21 January 1994 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Stand 8071, Duduza.

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

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

Dated at Nigel on this the 10th day of December 1993.

L. Etsebeth, for Lockett & Etsebeth, Attorneys for the Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel.  
(Ref. Mrs Ras/N855.)

**Case 11714/92**

#### 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 **Nick Nicholas**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 20 October 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 7364, Benoni Extension 33 Township, situated on 17 Bellingham Street, in the Township of Benoni Extension 33, District of Benoni Extension 33, measuring 1 896 (one thousand eight hundred and ninety-six) square metres.

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

Building built of brick and plaster, tiled roof, comprising an entrance hall, porch, reception, billiard room, study, kitchen, bathroom, bedroom, entertainment centre, fireplace, two bedrooms, dressing-room, two bathrooms with a shower, double garage and w.c.

*The conditions of sale:*

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

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

Dated at Boksburg on this 13th day of December 1993.

Hammond Pole & Dixon, Attorneys for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg.  
(Tel. 52-8666.) (Ref. Mrs Teixeira/AU0029.)



Case 15962/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Saambou-Bank Limited**, Plaintiff, and **Moyahabo Sydney Makgatho**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, Old Warmbaths Road, Bon Accord), on 21 January 1994 at 11:00, 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 said Sheriff, prior to the sale:

Certain Erf 23448, Mamelodi Extension 4, Registration Division JR, Transvaal, area 260 (two hundred and sixty) square metres, situated at 23448 Mamelodi East, Mamelodi.

*Improvements* (not guaranteed): Living-room, two bedrooms, bathroom and a kitchen.

*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.

The auctioneer's charges are payable on the day of the sale and will be calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Pretoria on this the 1st day of December 1993.

Matlala Inc., Second Floor, Provincial House, 32 Van der Walt Street, Pretoria, 0002; P.O. Box 77463/77464, Mamelodi West, 0101. (Docex. 70.) [Fax. (012) 323-7431.] [Tel. (012) 326-8923/4/5.] (Ref. SH/dmm/L6285.)

Case 41916/91

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

In the matter between **Habitech (Pretoria) (Pty) Ltd**, Plaintiff, and **Reuben Malepa**, Defendant

A sale will be held on Friday, 21 January 1993 at 11:15, at Sheriff's Offices, 182 Leeuwpoot Street, Boksburg, of Erf 3208, Vosloorus Registration Division IR, Transvaal, measuring 306 (three hundred and six) square metres, situated at 3208 Ndungwane Street, Vosloorus, District of Boksburg.

Particulars are not guaranteed: Lounge, two bedrooms, kitchen, bathroom with toilet, tile roof, no outbuildings, premises are walled on one side.

Inspect conditions of sale at the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg.

Dated at Pretoria on this the 10th day of December 1993.

M. Nixon, for Nixon & Collins, Attorneys for Plaintiff, Third Floor, Perm Building, 171 Van der Walt Street, Pretoria. [Tel. (012) 323-8633.] (Ref. Nixon/GW/G1400.)

Saak 3915/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Witbank Stadsraad**, Eksekusieskuldeiser, en **S. A. G. Van der Merwe**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 5 Januarie 1993 toegestaan is, op 21 Januarie 1994 om 10:00, te Landdroshof, Dellvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 713, geleë in die dorpsgebied van Clewer, Registrasieafdeling JS, Transvaal, groot 1 397 (een drie nege sewe) vierkante meter, gehou kragtens Akte van Transport T5671/1974.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 14de dag van Desember 1993.

J. van Rensburg, vir Harvey Nortje Ingelyf, Prokureur vir Eiser, Smuts Park, hoek van Smutslaan & Northeystraat, Posbus 727, Witbank.

## IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **David Harris**, Eerste Verweerder, en **Bettie Enith Harris**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 11 Augustus 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 2196, Toekomsrus-uitbreiding 1 dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 300 (driehonderd) vierkante meter, gehou kragtens Titelakte T30839/90.

Die volgende verbeterings is verskaf, maar nie gewaarborg nie. Enkelverdiepingwoonhuis bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer en toilet.

**Voorwaardes:** 10% (tien per centum) van die koopsom, in kontant op die dag van verkoping en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouvereniging se 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.

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

D. J. de Beer, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. mnr. De Beer DT N44/93.)

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

In die saak tussen **Die Standard Bank van Suid-Afrika**, Eiser, en **John Grant Robertson**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op Woensdag, 19 Januarie 1994 om 10:00, deur die Balju, vir die Hooggeregshof, Pretoria-Suid, gehou by Strubenstraat 142, Pretoria, aan die hoogste bieder:

Erf 615, The Reeds-uitbreiding 15, Registrasieafdeling JR, Transvaal, groot 1 000 (eenduisend) vierkante meter, gehou kragtens Akte van Transport T54228/89, onderhewig aan die voorwaardes daarin vervat en meer spesifiek tot die voorbehoud van minerale regte en serwitute.

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

**Straatadres:** Warburtonstraat 35, The Reeds-uitbreiding 15. **Verbeteringe:** Siersteenwoonhuis bestaande uit drie slaapkamers, twee badkamers, sitkamer, kombuis. Volvloermatte in alle vertrekke behalwe kombuis (novilon). Dubbel-motorhuis en buite-toilet. Swembad, steenmuur omheining. **Reserweprys:** Die eiendom word verkoop sonder reserwe.

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

**Voorwaardes:** Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Pretoria-Suid, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Pretoria-Suid, Messcorhuis, Margarethastraat 30, Riversdale, Pretoria.

Geteken te Pretoria op die 29ste dag van November 1993.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S 794/RO.)

## IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.**, Eiser, en **K. Foltan**, Eiser

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 4 Oktober 1993, sal 'n verkoping gehou word op 14 Januarie 1994 om 10:00, by die verkooplokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 1542, Wilropark-uitbreiding 3, groot 1 635 (eenduisend seshonderd vyf-en-dertig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T36711/91.

Die eiendom is gesoneer Residensieel 1 en is geleë te Pafuristraat 30, Wilropark-uitbreiding 3, en bestaan uit 'n sitkamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, enkelmotorhuis, met 'n teëldak, gepleisterde mure en staalvensterrame alhoewel geen waarborg in hierdie verband gegee word nie.

**Voorwaardes:** 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technicon, Roodepoort.

Gedateer te Roodepoort op die 10de dag van Desember 1993.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/1054/93.)

#### Saak 6101/93

#### IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Saambou-Nasionale Bouvereniging**, Eiser, en **Lourens Jacobus Erasmus**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof, Krugersdorp, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te Erf 1010, Krugersdorp-Wes, ook bekend as Jonesstraat 53, Krugersdorp, op 19 Januarie 1994 om 12:00, van die ondergemelde eiendom van die Verweerder en die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping welke voorwaardes by die kantore van Westvaal Afslaers, Tweede Verdieping, Wesrandgebou, Humanstraat 43, Krugersdorp, voor die verkoping ter insae sal lê:

Ook bekend as Jonesstraat 53, Krugersdorp-Wes, Erf 1010, Krugersdorp-Wes, groot 595 (vyfhonderd vyf-en-negentig) vierkante meter.

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

**Verbeterings:** Sitkamer, badkamer, drie slaapkamers, gang, kombuis, bediendekamer en motorhuis.

**Terme:** 10% (tien persent) van die koopprys in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport met 'n bank- of bougenootskap- of ander aanneembare waarborg binne veertien (14) dae vanaf datum van verkoping verskaf word. Vendusiekoste betaalbaar op die dag van verkoping, sal as volg bereken word: 5% (vyf persent) van die koopprys tot 'n bedrag van R15 000 (vyftienduisend rand) en daarna 2,5% (twee en 'n half persent) tot 'n bedrag van R5 000 (vyfduisend rand) met 'n minimum fooi van R50.

Gedateer te Krugersdorp op hede die 25ste dag van November 1993.

K. F. du Plessis, vir Karel du Plessis & Heidtmann, Tweede Verdieping, Wesrandgebou, Humanstraat 43, Posbus 616, Krugersdorp. (Tel. 953-1830/1/2/3.) (Verw. mev. V.d. Merwe/cb/B11982/CS0184.)

#### Case 2340/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON

In the matter between **ABSA Bank Limited**, trading as United Bank Limited, Plaintiff, and **Vaughan Graham Scott**, First Defendant, and **Sherryl-Ann Scott**, Second Defendant

A sale in execution of the property described hereunder will take place on 19 January 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

Portion 24 of Erf 1087, Meyersdal Township, Registration Division IR, Transvaal, measuring 1 038 (one thousand and thirty-eight) square metres, property known as 81 Lindeque Street, Meyersdal, Alberton, situated in a residential area.

**Improvements:** Entrance-hall, lounge, dining-room, TV-room, three bedrooms, dressing room, kitchen, scullery, cloak-room, double garages and servant's room/shower/w.c.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton.

Signed and dated at Alberton on this the 1st day of December 1993.

Jack Sherman, Plaintiff's Attorneys, Second Floor, United Building, 24 Voortrekker Road, Alberton, 1450.

#### Case 3976/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON

In the matter between **ABSA Bank Limited**, trading as United Bank Limited, Plaintiff, and **Pieter Jonker**, Defendant

A sale in execution of the property described hereunder will take place on 19 January 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

Erf 2116, Mayberry Park Township, Registration Division IR, Transvaal, measuring 1 035 (one thousand and thirty-five) square metres, property known as 3 Seder Street, Mayberry Park, Alberton, situated in a residential area.

**Improvements:** TV-room, lounge, dining-room, family room, three bedrooms, bathroom, separate w.c., kitchen, laundry, three garages, servant's room and swimming-pool.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton.

Signed and dated at Alberton on this the 29th day of November 1993.

Jack Sherman, Plaintiff's Attorneys, Second Floor, United Building, 24 Voortrekker Road, Alberton, 1450.



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

In the matter between **Nedcor Bank Limited**, formerly known as Nedperm Bank Limited, Plaintiff, and **Essop Salayu Rawat**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 18 August 1993, the property listed hereunder will be sold in execution on Wednesday, 26 January 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 285, MacKenzie Park Extension 1 Township, Registration Division IR, Transvaal, measuring 975 (nine hundred and seventy-five) square metres, known as 60 Kestrel Avenue, Mackenzie Park, Benoni.

The property is zoned "Residential 1" in terms of the relevant town-planning scheme.

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

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

*Outbuildings:* Two garages, two store-rooms, w.c., swimming-pool. Fencing: Precast.

*The material conditions of sale are:*

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 19,75% (nineteen comma seven five per centum) per annum on the preferent creditors' claims as contemplated in rule 43 (7) (a) of the rule of Court from the date of sale to date of payment to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.

(e) In the event of the highest bid being sufficient to satisfy the judgment debt with interest and all costs up to and including those related to the sale in execution, the property will be sold subject to any lease or other real right ranking after the judgment creditor's mortgage bond; otherwise the property is sold free of any such lease or other real right. If the Execution Creditor is the purchaser the property will be sold free of any tenancy. The purchaser's right to occupation shall be exercisable only against the occupier.

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

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

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

Case 4218/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Madumetja Stephen Motshegoa**, First Defendant, and **Sophie Sobeng Ranko**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and an order of Court dated 6 September 1993, the property listed hereunder will be sold in execution on Wednesday, 26 January 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 3152, Wattville Township, Registration Division IR, Transvaal, measuring 277 (two hundred and seventy-seven) square metres, known as 3152 Sigwoao Street, Wattville, Benoni.

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

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

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

*Fencing:* Wire.

*The material conditions of sale are:*

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 18,75% (eighteen comma seven five per centum) per annum on the preferent creditors' claims as contemplated in rule 43 (7) (a) of the rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.



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

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

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

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

Case 23514/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dladla, Sipho John**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Midrand, Alexandra, Unit 2 Northview, 45 Richards Drive, Halfway House, on 19 January 1994 at 14:30, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, Unit 2 North View, 45 Richards Drive, Halfway House, prior to the sale:

Erf 47, Alexandra East Bank Township, Registration Division IR, Transvaal, measuring 261 (two hundred and sixty-one) square metres, situated at Erf 47, Alexandra East Bank Township.

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

The property is zoned residential.

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

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

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

Signed at Johannesburg on the 2nd day of December 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. D24220/PC.)

Case 14906/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Buthelezi, Matthews Linda**, 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 20 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 3078, Pimville Zone 2 Township, Registration Division IQ, Transvaal, measuring 241 (two hundred and forty-one) square metres, situated at Erf 3078, Pimville Zone 2 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Single storey dwelling under tiled roof, three bedrooms, two bathrooms, kitchen, lounge, dining-room. Outbuilding: Garage.

The property is zoned Residential.

**Terms:** 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 24th 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. B20397/PC.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ngwenya, Flam Ephraim**, First Defendant, and **Ngwenya, Ntombizodwa Harriet**, 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 20 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 8443, Pimville Zone 6 Township, Registration Division IQ, Transvaal, measuring 378 (three hundred and seventy-eight) square metres, situated at Erf 8443, Pimville Zone 6 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Single storey dwelling under iron roof, two bedrooms, bathroom, kitchen, dining-room.

*Outbuilding:* Two garages.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 24th 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. N17978/PC.)

Case 07838/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mthembu, Khumo Ellen**, 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 20 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 1029, Klipspruit Township Registration Division IQ, Transvaal, measuring 273 (two hundred and seventy-three) square metres, situated at Erf 1029, Klipspruit Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Semi-detached single storey dwelling under asbestos roof, two bedrooms, dining-room, kitchen.

*Outbuilding:* Single garage and two servants' quarters.

The property is zoned Residential.

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

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 24th 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. M20405/PC.)

Case 28343/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Khanye, Petrus Nkomo**, First Defendant, and **Khanye, Makheku Elina**, 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 20 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 762, Zondi Township, Registration Division IQ, Transvaal, measuring 449 (four hundred and forty-nine) square metres, situated at Erf 762, Zondi Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Single storey dwelling under iron roof, two bedrooms, kitchen and dining-room.

*Outbuildings:* Two single garages and store-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 24th 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. K17993/PC.)

Case 14858/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mulaudzi, Jeremia Vhumbani**, First Defendant, and **Mulaudzi, Esther Mumsy**, 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 20 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 1234, Protea Glen Township, Registration Division IQ, Transvaal, measuring 290 (two hundred and ninety) square metres, situated at Erf 1234, Protea Glen Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Single storey dwelling under tiled roof, three bedrooms, bathroom, kitchen and lounge.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 24th 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. M23477/PC.)

Case 19700/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kashe, Wandile Paul**, 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 20 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 2873, Moroka Township, Registration Division IQ, Transvaal, measuring 325 (three hundred and twenty-five) square metres, situated at Erf 2873, Moroka 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.

*Outbuilding:* Two garages and store-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 24th 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. K23916/PC.)



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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mabula, Francina**, 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 20 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 523 (now renumbered 22477), Zone 2 Meadowlands Township, Registration Division IQ, Transvaal, measuring 180 (one hundred and eighty) square metres, situated at Erf 523 (now renumbered 22477), Zone 2, Meadowlands Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Semi-detached dwelling under asbestos roof, bedroom, kitchen and dining-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 24th 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. M4688/PC.)

Case 8755/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Khumalo, Bheki Caiphas**, First Defendant, and **Khumalo, Busisiwe Betty**, 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 20 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 371, Naledi Township, Registration Division IQ, Transvaal, measuring 227 (two hundred and twenty-seven) square metres, situated at Erf 371, Naledi Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, kitchen, dining-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 24th 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. K23220/PC.)

Case 5802/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mokoena, Semonda David**, First Defendant, and **Mokoena, Mantoli 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 office of the Sheriff, Midrand, Alexandra, Unit 2 Northview, 45 Richards Drive, Halfway House, on 19 January 1994 at 14:30, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, Unit 2 North View, 45 Richards Drive, Halfway House, prior to the sale:

Erf 588, Alexandra East Bank Township, Registration Division IR, Transvaal, measuring 345 (three hundred and forty-five) square metres, situated at 588 Thrust Street, Alexandra East Bank Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tile roof, three bedrooms, two bathrooms, kitchen, lounge, dining-room, family-room and garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on 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. M23061/PC.)

**Case 18416/93**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lekanyane Toney Richard**, First Defendant, and **Lekanyane Rachel Nomvula**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff Midrand - Alexandra, Unit 2, Northview, 45 Richards Drive, Halfway House, on 19 January 1994 at 14:30, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, Unit 2, North View, 45 Richards Drive, Halfway House, prior to the sale:

Erf 798, Alexandra East Bank Township, Registration Division IR, Transvaal, measuring 424 (four hundred and twenty-four) square metres, situated at 798 Thrush Street, Alexandra East Bank Township.

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

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

The property is zoned Residential.

**Terms:** 10% (ten per 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. L23758/PC.)

**Case 23879/93**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Baloyi Alson Mafemani**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff Midrand, Alexandra, Unit 2, Northview, 45 Richards Drive, Halfway House, on 19 January 1994 at 14:30, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, Unit 2, North View, 45 Richards Drive, Halfway House, prior to the sale:

Erf 304, Alexandra East Bank Township, Registration Division IR, Transvaal, measuring 192 (one hundred and ninety-two) square metres, situated at 304 Peacock Lane, Alexandra, East Bank Township.

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

Dwelling under tile roof, 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 12th 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. B24301/PC.)

Case 18874/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Moraka Tshireletso Paul**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff Midrand, Alexandra, Unit 2, Northview, 45 Richards Drive, Halfway House, on 19 January 1994 at 14:30, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, Unit 2, Northview, 45 Richards Drive, Halfway House, prior to the sale:

Erf 760, Alexandra East Bank Township, Registration Division IR, Transvaal, measuring 435 (four hundred and thirty-five) square metres, situated at Erf 760, Alexandra East Bank Township.

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

Dwelling under tile roof, two bedrooms, bathroom, kitchen and lounge.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 12th 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: M23879/PC.)

Case 24244/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Manyathela Selolo Ronny**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Midrand, Alexandra, Unit 2, Northview, 45 Richards Drive, Halfway House, on 19 January 1994 at 14:30, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, Unit 2, Northview, 45 Richards Drive, Halfway House, prior to the sale:

Erf 686, Alexandra East Bank Township, Registration Division IR, Transvaal, measuring 435 (four hundred and thirty-five) square metres, situated at Erf 686, Alexandra East Bank Township.

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

Dwelling under tiled 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 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: M24323/PC.)

Case 9924/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sokhela Mdubane Robert**, First Defendant, and **Sokhela Busisiwe Constance**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Midrand, Alexandra, Unit 2, Northview, 45 Richards Drive, Halfway House, on 19 January 1994 at 14:30, of the undermentioned property of the Defendants on the conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, Unit 2, North View, 45 Richards Drive, Halfway House, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 1043, Alexandra Extension 7 Township, Registration Division IR, Transvaal, measuring 104 (one hundred and four) square metres, situated at Erf 1043, Alexandra Extension 7 Township.



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

Dwelling under asbestos roof, bedroom, 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 this 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. S23248/PC.)

**Case 24080/93**

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Marumo Lehlulere Absalom**, First Defendant, and **Marumo Mpolai Alice**, 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, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, on 19 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, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 6027, Kagiso Township, Registration Division IQ, Transvaal, measuring 441 (four hundred and forty-one) square metres, situated at Erf 6027, Kagiso Township.

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

Dwelling under tile roof, three bedrooms, two bathrooms, kitchen, lounge, dining-room and garage.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on this 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. M24322/PC.)

**Case 13159/92**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tunsi Daniel Mabena**, First Defendant, and **Maria Sesi Mabena**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 18 December 1992, the property listed hereunder will be sold in execution, on Friday, 21 January 1994 at 11:00, at the Office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 18568, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, known as Lot 18568, Tsakane Extension 8, Brakpan.

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

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

**Main building:** Semi face bricks under tiles residence comprising lounge, two bedrooms, bathroom and kitchen.

**Fencing:** Wire.

**The material conditions of sale are:**

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per centum) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 19,25% (nineteen comma two five per centum) per annum on the preferent creditors' claims as contemplated in rule 43 (7) (a) of the rules of court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

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

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

Case 10100/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Fanyana Robert Zwane**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 24 September 1993, the property listed hereunder will be sold in execution, on Friday, 21 January 1994 at 11:00, at the Office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 796, Tsakane Extension 1 Township, Registration Division IR, Transvaal, measuring 294 (two hundred and ninety-four) square metres, known as 796 Tsakane Extension 1, Brakpan.

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

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

*Main building:* Bricks under tiles residence comprising two bedrooms, bathroom, kitchen and lounge.

*Fencing:* Wire.

*The material conditions of sale are:*

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per centum) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 16% (sixteen per centum) per annum on the preferent creditors' claims as contemplated in rule 43 (7) (a) of the rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

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

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

Saak 16240/93

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Elsie Johanna Dorathea Badenhorst**, Verweerder

Geliewe kennis te neem at ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling, in bogenoemde saak op 14 September 1993, verkry en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom op 21 Januarie 1994 om 11:00, te Balju-kantore, te Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord) verkoop:

Erf 482, geleë in die dorpsgebied Florauna-uitbreiding 3, Registrasieafdeling JR, Transvaal, groot 901 (nege nul een) vierkante meter.

Gehou kragtens Akte van Transport T14033/83.

Onderhewig aan al sodanige voorwaardes as vermeld in gemelde aktes en spesiaal onderhewig aan die voorbehoud van mineraleregte.

Bekend as Sandappelstraat 185, Florauna-uitbreiding 3.

Die eiendom is verbeter en bestaan uit: Sitkamer, drie slaapkamers, aantrekkamer, badkamer/w.k., bad/stort/w.k., stort/w.k., woonkamer en kombuis/w.k.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tyde van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Wonderboom, Pretoria, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord.

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

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

Saak 19809/93

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Anna Nel**, Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling, in bogenoemde saak op 26 Oktober 1993, verkry en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, op 21 Januarie 1994 om 11:00, te Baljukantore, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord) verkoop:

Gedeelte 9 van Erf 55, geleë in die dorpsgebied The Orchards, Registrasieafdeling JR, Transvaal, groot 1 057 (een nul vyf sewe) vierkante meter gehou kragtens Akte van Transport T4850/93, onderhewig aan al sodanige voorwaardes as in genoemde Akte staan of na verwys word, bekend at Fairwoodweg 58, Orchards, Pretoria.

Die eiendom is verbeter en bestaan uit: Sit-/eetkamer, drie slaapkamers, twee badkamers/w.k., kombuis en twee motorhuise.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tyde van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Wonderboom, Pretoria, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord.

Geteken te Pretoria op hierdie 2de dag van Desember 1993.

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

Saak 14881/93

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **A. M. Phillips**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 28 September 1993 en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 19 Januarie 1994 om 10:00, by die kantore van die Balju, Pretoria-Suid, Strubenstraat 142, Pretoria, aan die hoogste bieder:

Erf 1629, geleë in die dorp Eldoraigue-uitbreiding 3, Registrasieafdeling JR, Transvaal (ook bekend as Aalwyn Crescent 14, Eldoraigue-uitbreiding 3), groot 1 518 vierkante meter, gehou kragtens Akte van Transport T87230/1989.

**Verbeterings:** Ruim aparte sitkamer, studeerkamer bo met praguitsig, gesellige familiekamer en eetkamer, prag oopplan kombuis met ooghoogte oond en duursame toestelle, aparte opwaskamer en ruim instapspens, ses sonnige slaapkamers, gastekamer apart met eie geriewe, drie elegante badkamers, twee storte, twee motorhuise met werkswinkel, volledige bediende geriewe, gevestigde tuin, voorbereiding vir swembad reeds gedoen.

Ons waarborg geen verbeterings wat op die eiendom aangebring is.

**Terme en voorwaardes:**

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

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

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

Tim du Toit & Kie Ing., Prokureurs namens die Eiser, Volkskassentrum, 19de Verdieping, Strijdomplein, Pretoria. (Verw. mnr. Beukes/ad.)



Case 26977/93  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mellows, Stephen Mark**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on 21 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Sandton, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, prior to the sale:

*Certain:* Erf 563, situated in the Township of Hurlingham Extension 5, Registration Division IR, Transvaal, being 5 Benfoi Place, Hurlingham Extension 5, Sandton, measuring 900 (nine hundred) square metres.

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

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

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

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

Dated at Johannesburg this 8th day of December 1993.

Ramsay, Webber & Company, Plaintiff's Attorney, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M717.)

Case 19355/92

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Solomon Mocatelo Mohale**, Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 4 November 1992, the undermentioned property will be sold in execution on 20 January 1994 at 10:00, at the offices of the Sheriff, Pretoria North West, Room 603, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 5103, situated in the Township of Atteridgeville, Registration Division JR, Transvaal, measuring 390 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL7968/1987, known as 100 Madiba Street, Atteridgeville.

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

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

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff, Pretoria North West, Room 202, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

Signed at Pretoria on this the 22nd day of November 1993.

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

Case 18769/93

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Louis Adriaan Mouton**, Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 23 November 1993, the undermentioned property will be sold in execution, on Wednesday, 19 January 1994 at 10:00, at the offices of the Sheriff, 142 Struben Street, Pretoria, to the highest bidder:

Erf 882, Pierre van Ryneveld Extension 2 Township, Registration Division JR, Transvaal, measuring 940 square metres, held by the Defendant under Deed of Transfer T36997/1980, known as 87 Hertzog Street, Pierre van Ryneveld Extension 2.

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

A house comprising three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, two garages, carport swimming-pool, brick driveway, brick perimeter enclosure and servant's toilet.

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff, Pretoria South, Messcor House, 30 Margaretha Street, Riverdale, Pretoria.

Signed at Pretoria on this the 8th December 1993.

M. S. L. Coetzee, c/o Findlay & Niemeyer, 635 Permanent Building, Paul Kruger Street, Pretoria. (Tel. 326-2487) (Ref. Mrs Venter.)

Saak 6210/92

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

In die saak tussen **Nashua Finance**, a division of Barcep Finance (Pty) Ltd, Eiser, en **D. J. A. Booyens**, handeldrywend as Booyens Konsultante, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid, op 22 Januarie 1994 om 11:00, te Balju Kantore, Gedeelte 93, De Onderstepoort, ou Warmbadpad, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord verkoop word:

Erf Gedeelte 1 van Erf 871, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Pretoria-Noord (bekend as Generaal Beyersstraat 255, Pretoria-Noord), gehou kragtens Akte van Transport T44399/1979, grootte 1 276 vierkante meter.

*Verbeterings* (ten opsigte waarvan egter geen waarborg gegee kan word nie):

Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit drie slaapkamers, sitkamer, kombuis, badkamer, eetkamer, studeerkamer, motorhuis, bediendekamer en toilet.

*Die wesentlike voorwaardes van verkoop is:*

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

Geteken te Pretoria-Noord hierdie 7de dag van Desember 1993.

H. C. Smalberger, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. Smalberger/H1/1544/cn.)

Saak 6624/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Bepark**, Eksekusieskuldeiser, en **J. H. Sindane**, Eerste Eksekusieskuldenaar, en **S. M. Sindane**, Tweede Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 6 Januarie 1993 toegestaan is, op 14 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 405, Kwagga-uitbreiding 2, Witbank, Registrasieafdeling JS, Transvaal, groot 387 vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport TL41396/90.

*Die verkoping is onderhewig aan die volgende voorwaardes:*

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

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

3. Die eiendom word voetstoots verkoop.

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

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

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

Saak 20643/93

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Bepark**, voorheen bekend as Saambou-Nasionale Bouvereniging Bepark, Eiser, en **Lebogang Isaac Thipe**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 2 November 1993, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, op 21 Januarie 1994 om 11:00, te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, ou Warmbadpad), verkoop:

Sekere Peseel 194, Blok CC, geleë in die woongebied Soshanguve, groot 600 (seshonderd) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sit-/eetkamer, drie slaapkamers, badkamer/w.k., badkamer, w.k., kombuis en motorhuis.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, ou Warmbadpad).

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) (Verw. T. du Plessis/AN.)

**Saak 8369/93**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **A. J. Stoltz**, 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 19 Januarie 1994 om 10:00, te die kantoor van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 1404, geleë in die dorpsgebied Faerie Glen-uitbreiding 6, Registrasieafdeling JR, Transvaal, bekend as Amersfoortweg 570, Faerie Glen-uitbreiding 6.

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

*Verbandhouer(s):* Allied, Unitedgebou, Pretoriusstraat 230, Pretoria, en Eerste Nasionale Bank, Kerkplein, Pretoria.

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

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 9de dag van Desember 1993.

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

**Saak 14700/92**

#### IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou-Nasionale Bouvereniging Beperk, Eiser, en **Kastizo Aandeleblokkmaatskappy (Edms.) Beperk**, Eerste Verweerder, **Carl Gerneke**, Tweede Verweerder, en **Johanna Maria van Dyk**, Derde Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 20 Julie 1993, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria Sentraal, op 18 Januarie 1994 om 10:00, te Sinodalesentrum, Visagiestraat 234, Pretoria, verkoop:

*Sekere:* 1. Resterende gedeelte van Erf 347, geleë in die dorpsgebied Arcadia, Registrasieafdeling JR, Transvaal.

2. Resterende gedeelte van Erf 350, geleë in die dorpsgebied Arcadia, Registrasieafdeling JR, Transvaal.

Beide eiendomme se straatadres bekend as Orange Court, Vermeulenstraat 540, Arcadia.

*Groot:* 1. 1 827 (eenduisend agthonderd sewe-en-twintig) vierkante meter.

2. 1 827 (eenduisend agthonderd sewe-en-twintig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n gastehuis met twee verdiepings, bestaande uit 10 eenslaapkamerwoonstelle, ses tweeslaapkamerwoonstelle, twee een en 'n half slaapkamer woonstelle en vyf toesluit motorhuise.

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

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

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) (Verw. T. du Plessis/AN.)



Saak 59580/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **L. S. van Jaarsveld**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 20 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 21 Januarie 1994 om 11:00:

Deel 2 (twee), soos aangetoon en volledig beskryf op Deelplan SS62/91, in die skema bekend as Dr Van der Merweg 224, ten opsigte van die grond en gebou of geboue geleë te Erf 6, Montanapark-dorpsgebied, Plaaslike Bestuur, Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens voormelde Deelplan 139 (eenhonderd nege-en-dertig) vierkante meter groot is, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST 62/91 (2) (Unit), die eiendom is beter bekend as D2 224 Van der Merwestraat, Montanapark (duet).

*Plek van verkoping:* Die verkoping sal plaasvind by die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord).

*Verbeterings:* Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie:

Hoofgebou bestaan uit gesinskamer, sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer.

*Verkoopvoorwaardes:* Die verkoopvoorwaardes lê ter insae te die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (ou Warmbadpad, Bon Accord) waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 29ste 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 13323/93

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Chakile Salamina Sekati NO**, in haar hoedanigheid as eksekutrise in Boedel wyle S. A. Sekati, Verweerder

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 21 Januarie 1994 om 11:00, by die kantore van Die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort, net noord van Sasko Meule, ou Warmbadpad, Bon Accord, ter voldoening aan die vonnis wat die Eiser se bogemelde aangeleentheid verkry het teen die Verweerder op 10 Augustus 1993, welke verkoping in eksekusie onderhewig sal wees aan die verkoopvoorwaardes wat ter insae lê by die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, net noord van Sasko Meule, ou Warmbadpad, Bon Accord.

Erf 2367, Blok GG, Soshanguve, met aktebeskrywing:

Perseel 2367, Blok GG, geleë in die woongebied Soshanguve, groot 806 (agt nul ses) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag 1345/90, en verbind ten gunste van die Eiser onder Verbandakte BL3232/90.

Die eiendom bestaan uit: Drie slaapkamers, badkamer, kombuis, sit-/eetkamer.

Die eiendom sal verkoop word sonder 'n reserwe, maar onderhewig aan die bepalings van Reël 46 van die Hooggeregshofwet, Wet 59 van 1959, soos gewysig, aan die hoogste bieder en onderhewig aan die terme en voorwaardes van die Wet en Reëls daaronder uitgevaardig, asook die terme van die titelakte waar dit van toepassing is.

Die verkoopprys sal soos volg wees: 'n Deposito van 10% (tien per centum) van die koopprys in kontant op die datum van die verkoping betaalbaar aan die Balju, en die balans op datum van registrasie van die transport verseker te word deur 'n waarborg van die bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 30 dae na die datum van die verkoping verstrek te word. Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir die betaling van rente aan die Eiser teen 19,5% (negentien komma vyf per centum) per jaar en aan die verbandhouer teen 19,5% (negentien komma vyf per centum) per jaar op die onderskeie bedrae van die toekenning aan die Eiser en die verbandhouer in die distribusieplan, vanaf die verloop van een maand na die verkoping tot datum van transport.

Die verkoopvoorwaardes sal beskikbaar wees vir insae te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule) ou Warmbadpad, Bon Accord.

Geteken te Pretoria op hede die 2de dag van Desember 1993.

Wilsenach, Van Wyk, Goosen en Bekker Ing., Prokureurs vir Eiser, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.) (Verw. W. J. Lubbe/M. Swanepoel/61/464/2.)

Saak 07853/92

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Oostelike Provinsie Bouvereniging**, Eiser, en **Janse van Rensburg Ferdinand**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 7 Januarie 1994 om 09:00, verkoop word deur die Balju, te die Landdroskantoor, Kerkstraat, Nigel, op voorwaardes wat by sy kantoor ingesien kan word:

Holding 102, Hallgate-landbouhoewes-uitbreiding 2, Registrasieafdeling IR, Transvaal, groot 1,4372 (een komma vier drie sewe twee) hektaar, geleë te Hoewe 102, Hallgate-landbouhoewes-uitbreiding 2.

*Datum:* 26ste dag van November 1993.

H. S. B. van Graan, vir Shane van Graan, Suite 2, IVH Sentrum, Leeuwpootstraat 142, Boksburg. (Tel. 892-1000.) (Verw. mnr. Van Graan/EB.)

Case 12217/92

## IN THE SUPREME COURT OF SOUTH AFRICA

In the matter between **Necor Bank Limited**, formerly Nedperm Bank Limited, Plaintiff, and **Lesibana Kasber Ramotebele**, First Defendant, and **Ramasela Maria Ramotebele**, Second Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 30 July 1992, the undermentioned property will be sold in execution on Friday, 21 January 1994 at 11:00, at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord, to the highest bidder:

All the right, title and interest in the leasehold in respect of: Erf 2675, situated in the Township of Mamelodi, Registration Division JR, Transvaal, measuring 290 (two hundred and ninety) square metres, held by the Defendants under Deed of Transfer T71834/91, known as 2675 Block J, Mamelodi.

At the time of the preparation of this notice, the following improvements were situated in the property, although in this respect nothing is guaranteed: A house comprising of two bedrooms, outside toilet, kitchen, lounge, wire fencing.

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

Signed at Pretoria on this the 2nd day of December 1993.

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

Case 10993/90

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Plaintiff, and **Raymond Montoedi Mokone**, Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 23 July 1990, the undermentioned property will be sold in execution on 20 January 1994 at 10:00, at the offices of the Sheriff, Pretoria North West, Room 603, Olivetti House, corner of Schubart and Pretorius Street, Pretoria, to the highest bidder:

All the right, title and interest in the leasehold in respect of: Erf 5197, situated in the Township of Atteridgeville, Registration Division JR, Transvaal, measuring 300 (three hundred) square metres, held by the Defendants under Deed of Transfer T59160/1989, known as 99 Letswalo Street, Atteridgeville, Pretoria.

At the time of the preparation of this notice, the following improvements were situated in the property, although in this respect nothing is guaranteed: A house comprising of two bedrooms, toilet, kitchen, lounge/dining-room.

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff, Pretoria North West, Room 202, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

Signed at Pretoria on this the 22nd day of November 1993.

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

Case 1690/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **J. de Beer Beherend (Pty) Ltd**, Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 4 March 1992 the undermentioned property will be sold in execution on Wednesday, 19 January 1994 at 10:00, at the offices of the Sheriff, 142 Struben Street, Pretoria, to the highest bidder:

Remaining Extent of Erf 1074, situated in the Township of Waterkloof, Registration Division JR, Transvaal, measuring 894 square metres; and Portion 15 (a portion of Portion 3) of Erf 781, situated in the Township of Brooklyn, Registration Division JR, Transvaal, measuring 126 square metres, both held by the Defendant under Deed of Transfer T46894/1987, known as 130 Stella Street, Waterkloof, Pretoria.

At the time of the preparation of this notice, the following improvements were situated on the property, although in this respect nothing is guaranteed: A double storey house comprising six bedrooms, two and a half bathrooms, kitchen, lounge, dining-room, family room, study, two garages and swimming-pool.

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff, Pretoria East, 142 Struben Street, Pretoria.

Signed at Pretoria on this the 25th November 1993.

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

Case 20077/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Grahamstown Building Society**, Plaintiff, and **Gabriel Jacobus Fick**, First Defendant, and **Johanna Barendina Fick**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 20 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 and which conditions may be inspected at the offices of the Sheriff prior to the sale:

(a) Section 8 as shown and more fully described on Sectional Plan SS450/90 in the building or buildings known as South Gate situated at Portion 1 of Erf 1312, Township of Vereeniging Extension 2 (also known as Southgate 101, 17B Lewis Avenue, Vereeniging); Municipality of Vereeniging, of which the floor area, according to the sectional plan is 74 (seventy-four) 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 ST450/1990 (8) (Unit).

The following information is furnished re the improvements though in this respect nothing is guaranteed: Sectional title unit situated on the first floor of a four storey building, consisting of three rooms, kitchen and bathroom.

Ten per cent (10%) of the purchase price and 5% (five per centum) auctioneer charges on the first R20 000 and 3% (three per centum) thereafter in cash, plus VAT, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Dated at Pretoria this 6th day of December 1993.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1538/93.)

Saak 23848/93

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **First National Mortgages Nominees (Pty) Ltd**, Eiser, en **Anzac Properties CC**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju, Prince Georgelaan 439, Brakpan, 14 Januarie 1994 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die vendusieafslae gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

**Sekere:** Erf 251, Labore-dorpsgebied, Registrasieafdeling IR, Transvaal, en ook bekend as Wattstraat 128, hoek van Volt, Labore, Geluksdal.

**Verbeteringe** (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: Fabriek van baksteen en glas onder IBR dak, kantore op die eerste verdieping, fabriek groot 3 400 m<sup>2</sup>, kantore, groot 100 m<sup>2</sup>.

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

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

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

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Johannesburg, Posbus 1588. (Tel. 334-2727.) (Verw. Rossouw/cw/04/F5295.)

Case 13294/93  
PH 388

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Phekoo Indira Devi**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Magistrate's Court, Westonaria, on Friday, 21 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 940, Lenasia South Extension 1 Township, Registration Division IQ, Transvaal, area 400 (four hundred) square metres, situation 940 Harrow Crescent, Lenasia South Extension 1.



*Improvements* (not guaranteed): A house under tiled roof consisting of three bedrooms, bathroom, kitchen, lounge, dining-room, with wire fencing around the property.

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

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

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N5: NT268.)

Case 25035/93  
PH 388

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Raduvha, Nelson Mushavhelafhi**, 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, 20 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:* All the right, title and interest in the 99 year right of leasehold in respect of Stand 1157, Protea Glen Township, Registration Division IQ, Transvaal, area 383 (three hundred and eighty-three) square metres, situation Stand 1157, Protea Glen Township.

*Improvements* (not guaranteed): A house under tiled roof consisting of three bedrooms, bathroom, toilet, lounge, dining-room and kitchen.

*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 this 3rd day of December 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures F32:CA116.)

Saak 32763/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 8 Julie 1993, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Sentraal, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder op 18 Januarie 1994 om 10:00:

Deel 24, soos getoon en meer volledige beskryf op Deelplan SS109/88, in die skema bekend as L'Esperance, geleë in die dorpsgebied Sunnyside, in die Plaaslike Owerheid van die Stadsraad van Pretoria, groot 71 (een-en-sewentig) vierkante meter, beter bekend as L'Esperancewoning 403, Cilliersstraat 177, Sunnyside.

*Voorwaardes van verkoping:*

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

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

Een en 'n half-slaapkamerwoningstel met badkamer, sitkamer/eetkamer en kombuis met onderdakparkering.

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

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

Geteken te Pretoria.

S. E. du Pessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. S. du Plessis/mev. Engels/JR38039.)

Case 11977/93

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Naomi Prinsloo**, Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 20 July 1993, the undermentioned property will be sold in execution on Wednesday, 19 January 1994 at 10:00, at the offices of the Sheriff, 142 Struben Street, Pretoria, to the highest bidder:

Erf 993, situated in the Township of Heuweloord Extension 2, Registration Division JR, Transvaal, measuring 1 320 square metres, held by the Defendant under Deed of Transfer T6044/90, known as 73 Koorsboom Avenue, Heuweloord Extension 2.

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

A house comprising two bedrooms, 1½ bathrooms, kitchen, lounge, dining-room, perimeter enclosure (precast) and servant's toilet.

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff, Pretoria South, Messcor House, 30 Margaretha Street, Riverdale, Pretoria.

Signed at Pretoria on this the 17th day of November 1993.

M. S. L. Coetzee, c/o Findlay & Niemeyer, Plaintiff's Attorneys, 635 Permanent Building, Paul Kruger Street, Pretoria. (Tel. 326-2487.) (Ref. Mrs Venter.)

Case 21891/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Luyt, Lourens Marthinus**, First Defendant, and **Dessington, Pieter**, trading in partnership as Desluy Motors, 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, Springs, at 56 12th Street, Springs, on 21 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, Springs, prior to the sale:

*Certain:* Erf 2052, Geduld Township, Registration Division IR, Transvaal, being 121 Seventh Street and Third Avenue, Geduld, Springs, measuring 595 (five hundred and ninety-five) square metres.

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

Building built of brick and plaster, tiled roof, comprising a show-room, grease bay, change room with two hwb, w.c. for men, w.c. for ladies, offices kit, w.c. for men and w.c. for ladies.

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

Dated at Johannesburg this 3rd day of December 1993.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 52-8666.) [Ref. Mrs Teixeira/AU0280 (AU280)]

Case 20236/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Glinister, Francois Petrus**, First Defendant, and **Glinister, Bertha Margarita**, 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 Sheriff of the Supreme Court for Nigel at the Magistrate's Court, Church Street, Nigel, on Friday, 21 January 1994 at 09:00, of the undermentioned property of the First and Second Defendants on the conditions to be read out by the auctioneer, at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff for Nigel, at the Magistrate's Court, Church Street, Nigel, prior to the sale:

*Certain* remaining extent of Erf 993, Dunnottar Township, Registration Division IR, Transvaal, situated at 121 Princepp Avenue, Dunnottar, Nigel, measuring 690 square metres, held by Deed of Transfer T60298/1990.

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

A brick house with tile roof consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, toilet 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 bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 26th day of November 1993.

M. J. Boyce, for Cloete & Boyce, Plaintiff's Attorneys, 11th Floor, Schreiner Chambers, 94 Pritchard Street, P.O. Box 9030, Johannesburg, 2000. (Tel. 29-5231.)

Case 21927/93

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

In the matter between **Eskom**, Plaintiff, and **Matuka, Stoki Frans**, Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price will be held at Main Hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, on 21 January 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, Main Hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale, of the undermentioned property situated at:

Erf 970, Sebokeng Unit 10 Township, Registration Division IQ, Transvaal, measuring 293 (two hundred and ninety-three) square metres, held by Certificate of Registered Grant of Leasehold TL70803/1988, which is zoned as residential and consists of (not guaranteed): A dwelling, lounge, kitchen, three bedrooms, bathroom and w.c.

**2. Terms:**

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

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

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

2.2.2 minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 13th day of September 1993.

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

Case 16080/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Sunil Parsad**, First Defendant, and **Saronmuni Parsad**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held at 142 Struben Street, Pretoria, on Wednesday, 19 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 and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Erf 1412, Heuweloord Extension 3 Township, Registration Division JR, Transvaal (also known as 54 Apiesdoring Avenue, Heuweloord Extension 3), measuring 1 022 (one thousand and twenty-two) square metres, held by Deed of Transfer T10540/92, subject to such conditions as are mentioned or referred to therein and specially subject to the reservation of mineral rights.

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

Dwelling with tiled roof consisting of three bedrooms, one and a half bathroom, kitchen, dining-room and lounge.

10% (ten per centum) of the purchase price and 5% (five per centum) auctioneer's charges on the first R20 000 and 3% (three per centum) thereafter in cash, plus VAT, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Dated at Pretoria this 29th day of November 1993.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500] (Ref. EME/ep S1356/93.)



Case 13930/93

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

In the matter between **Mutual & Federal Insurance Company Limited**, Plaintiff, and **Anthony, Jeronnie**, Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price will be held at De Klerk, Vermaak & Partners Inc., Overvaal Building, on 27 January 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale, of the undermentioned property situated at:

106 Seventh Avenue, Ennerdale, being Portion 2 of Erf 106, Mid-Ennerdale Township, Registration Division IQ, Transvaal, measuring 494 (four hundred and ninety-four) square metres, held by Deed of Transfer T46697/1991, which is zoned as residential and consists of (not guaranteed):

A dwelling, three bedrooms, bathroom, w.c., kitchen and lounge.

2. *Terms:*

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

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

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

2.2.2 minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 26th 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 13052/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mabaso: Nhlanhla Fortune Orah**, 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, 20 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 57 and its undivided share in the common property in the Albany Court Sectional Title Scheme, area 65 (sixty-five) square metres, situation 57 Albany Court, 36 Kapteijn Street, Hillbrow, Johannesburg.

*Improvements (not guaranteed):* A flat consisting of bedroom, bathroom, kitchen, entrance-hall, lounge and dining-room.

*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 (twenty thousand rand) and thereafter 3% (three per cent), with a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand) and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000 (two thousand rand) either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on this 25th day of November 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN140:NC106.)

Case 24793/93  
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bokaba: Ishmael**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 20 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 633, Ennerdale Extension 1 Township, Registration Division IQ, Transvaal, area 325 (three hundred and twenty-five) square metres, situation 17 Apollo Street, Ennerdale Extension 1, Johannesburg.

*Improvements (not guaranteed):* A house under tiled roof, consisting of three bedrooms, bathroom, lounge/dining-room, kitchen, carport and 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 (twenty thousand rand) and thereafter 3% (three per cent), with a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand) and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000 (two thousand rand) either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on this 25th day of November 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN140:NC121.)

#### Case 633/92

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

In the matter between **NBS Bank Limited** (No. 87/01384/06), Plaintiff, and **Lawrence Vuyisile Xipu**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court, granted on 30 April 1992, and subsequent warrant of execution the following property will be sold in execution, on 21 January 1994 at 09:00, at the offices of the Magistrate, Nigel, namely:

Stand 9127, Duduza.

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

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

Dated at Nigel on the 18th day of November 1993.

L. Etsebeth, for Lockett & Etsebeth, Attorneys for Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mrs Ras/N621.)

To: The Sheriff of the Magistrate's Court, Nigel.

#### Case 6849/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Simon T'Hart**, Defendant

A sale in execution will be held on 21 January 1994 at 11:00, at Wonderboom, Portion 83, De Onderstepoort, Bon Accord, of:

Erf 881, situated in Montanapark Extension 23, Registration Division JR, Transvaal, measuring 1 124 square metres, known as 1065 Klipmossie Street, Montanapark Extension 23.

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

Dwelling double-storey, brick walls, cromodek brownbuilt roof, fitted carpets, tiles, lounge, dining-room, kitchen, pantry, three bedrooms, two bathrooms, two showers, two w.c.'s, entrance-hall and bar.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.9856.)

#### Case 26810/93 PH 135

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

In the matter between **ESKOM Finance Company (Proprietary) Limited**, Plaintiff, and **Motloung, Elias Tebogo**, First Defendant, and **Motloung, Mamtomoti Betty**, Second Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price will be held at Main Hall, Magistrate's Court, on 21 January 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, Main Hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale, of the undermentioned property situated at:

Erf 130, Sebokeng Unit 10 Township, Registration Division IQ, Transvaal, measuring 315 (three hundred and fifteen) square metres, held by Certificate of Registered Grant of Leasehold TL79861/1988, 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.

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

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

2.2.2 minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 12th day of 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 21684/93  
PH 135**

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

In the matter between **ESKOM Finance (Proprietary) Limited**, Plaintiff, and **Masiteng, Mthandeni David**, First Defendant, and **Masiteng, Makolojane Sannah**, Second Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price will be held at Main Hall, Magistrate's Court, on 21 January 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, Main Hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale, of the undermentioned property situated at:

Erf 1214, Sebokeng Unit 10 Township, Registration Division IQ, Transvaal, measuring 510 (five hundred and ten) square metres, held by Certificate of Registered Grant of Leasehold TL49881/88, which is zoned as Residential and consists of (not guaranteed):

A dwelling: Lounge, dining-room, 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.

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

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

2.2.2 minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 12th day of 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 26318/93**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Melato: Oageng**, First Defendant, and **Melato: Siziwe Gloria**, Second Defendant

In execution of a judgment of the above Honourable Court, a sale without reserve will be held at the Pretoria South Sheriff's Office, 142 Struben Street, Pretoria, on 19 January 1994 at 10:00, of the undermentioned property on the conditions which will lie for inspection at the offices of the said Sheriff, prior to the sale:

Erf 1162, Noordwyk Extension 10 Township, Registration Division JR, Transvaal, measuring 1 020 (one thousand and twenty) square metres, and held by virtue of Deed of Transfer T12753/93, also known as 1162 Birch Street, Noordwyk Extension 10.

The following particulars are furnished *re* the improvements, none of which is guaranteed:

A single-storey dwelling with tiled roof, consisting of three bedrooms, kitchen, lounge, dining-room, family-room, one and a half bathroom, carport and servants' quarters.

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

5% (five per centum) of the proceeds of the sale up to a price of R20 000 (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 9th day of November 1993.

D. P. de Villiers, for Tonkin, Clacey, Anderson & Moore, Execution Creditor's Attorneys, Sanlam Arena, 10 Cradock Avenue, Rosebank. (Tel. 884-7644.) (Ref. S. C. Chilvers/10632.)



## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **City of Johannesburg Pension Fund**, (formerly known as Johannesburg Municipal Second Pension Fund); Plaintiff, and **Mdhuma Willie Mathebula**, Defendant

Kindly take notice that by virtue of a writ of execution issued out of the above Honourable Court, in the above matter the Sheriff of Heidelberg will sell by public auction, on Tuesday, 21 January 1994 at 09:00, at Magistrate's Court, Begemann Street, Heidelberg, Transvaal, the right, title and interest in and to the following immovable property:

Certain Site 2933, Ratanda, Registration Division IR, Transvaal, known as 2933 Avenue, Heidelberg, Transvaal, consisting of single-storey semi-detached dwelling with asbestos roof, consisting of kitchen, lounge, bathroom and three bedrooms, measuring 194 square metres, held by Certificate of Registered Grant of Leasehold TL57431/88.

The conditions of sale may be inspected at the office of the Sheriff, Heidelberg, 40 Ueckermann Street (behind old Standard Bank), Heidelberg.

Dated at Pretoria this 3rd day of December 1993.

Friedland Hart & Partners, Attorneys for Plaintiff, Van der Stel Building, Pretorius Street, Pretoria. (Ref. Mr Brauer/pk.)

## Case 441/92

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

In the matter between **NBS Bank Limited**, (No. 87/01384/06); Plaintiff, and **J. F. Maree**, First Defendant, and **I. C. Maree**, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 30 April 1992, and subsequent warrant of execution the following property will be sold in execution on 21 January 1994 at 09:00, at the offices of the Magistrate, Nigel, namely: Stand 184, Noycedale, Nigel.

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

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

Dated at Nigel on the 4th day of November 1993.

L. Etsebeth, for Lockett & Etsebeth, Attorneys for Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mrs Ras/N605.)

To: The Sheriff of the Magistrate's Court, Nigel.

## Case 15788/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Pieter John Roos**, Defendant

In execution of a judgment of the Supreme Court of South Africa, Transvaal Provincial Division, in the above-mentioned suit, a sale will be held by the Sheriff of Pretoria South, on Wednesday, 19 January 1993 at 10:00, 142 Struben Street, Pretoria, of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Holding 129, Mnandi Agricultural Holdings Extension 1, Registration Division JR, Transvaal, measuring 2,0239 hectares, held by Deed of Transfer T37915/1980, known as 129 Link Street, Mnandi Extension 1.

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

A double storey dwelling under tiled roof, consisting of entrance-hall, lounge, study, kitchen, dining-room, laundry, four bedrooms, two bathrooms with toilet, bathroom with shower and work-room. Outbuildings consist of three garages, cottage, brick paving and wire fencing.

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

**Conditions:** The conditions of sale may be inspected at the offices of the Sheriff, 30 Margaretha Street, Riverdale, Pretoria.

Dated at Pretoria this 19th day of November 1993.

Savage Jooste & Adams Inc., Plaintiff's Attorneys, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Beach/jm/58189.)

Case 21948/93

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

In the matter between **ABSA Bank Limited**, (United Bank Division), Plaintiff, and **Williams: Yvonne Patricia**, First Defendant, and **Williams: John Endres**, 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, Springs, at 56 12th Street, Springs, on 21 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, Springs, prior to the sale:

*Certain:* A unit consisting of:

Section 4 as shown and more fully described on Sectional Plan SS126/1985, in the scheme known as Edelweiss Gardens, in respect of the land and building or buildings situated at Edelweiss Extension 1 Township, in the area of Springs Local Authority, of which the floor area, according to the said sectional plan is 132 (one hundred and thirty-two) square metres; 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 sectional plan. Also known as Unit 4, Flat 5, Edelweiss Gardens, 2 Anemoon Avenue, Edelweiss Extension 1, Springs.

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

Building built of brick and plaster, tiled roof, comprising a lounge, dining-room, two bedrooms, w.c., bathroom, kitchen and double 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, 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 this 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/AU0132) (AU132).

Saak 4074/93

IN DIE LANDDROSHOF DIE DISTRIK VAN SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Jan Nel**, Verweerder

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

Gedeelte 8 van Erf 642, Modder East-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Kranskopstraat 17, Modder East, Springs, in eksekusie verkoop sal word op 14 Januarie 1994 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

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

*Verbeteringe:* Woonhuis van baksteen gebou onder teëldak, bestaande uit sitkamer, TV-kamer, kombuis, drie slaapkamers en twee badkamers. *Buitegeboue:* Dubbelmotorhuis, 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 vir belangstellendes.

Gedateer te Springs op hede die 26ste 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/N756.)

Saak 3240/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Albert Zongze Mamfengu**, Verweerder

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

Erf 14131, kwaThema-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, in eksekusie verkoop sal word op 14 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, bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer 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 vir belangstellendes.

Gedateer te Springs op hede de 26ste 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/M1120.)

Saak 277/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOUD TE SPRINGS

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

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

Erf 144, kwaThema-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, in eksekusie verkoop sal word op 14 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, bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer 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 vir belangstellendes.

Gedateer te Springs op hede die 26ste 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/M1536.)

Case 22392/93  
PH 388IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersand Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Mufamadi: Muvhulawa Leonard**, First Defendant, and **Ramaremissa: Morongoa**, Second Defendant

In execution of a judgement of the Supreme Court of South Africa (Witwatersand 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, 20 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 of the Supreme Court prior to the sale:

*Certain:* All the right, title and interest in the 99 year right of leasehold in respect of Stand 356, Protea Glen Township, Registration Division IQ, Transvaal.

*Area:* 216 (two hundred and sixteen) square metres.

*Situation:* Stand 356, Protea Glen Township.

*Improvements* (not guaranteed): A house consisting of two bedrooms, bathroom, lounge and kitchen.

*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 26 November 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures F32:CA112.)

Saak 44196/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOUD TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **W. M. Ferreira**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 9 Augustus 1993, sal die onderstaande eiendom op 19 Januarie 1994 om 10:00, te die kantoor van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 3 van Erf 360, geleë in die dorpsgebied Silverton, Registrasieafdeling JR, Transvaal, bekend as Granietstraat 581, Silverton.

*Beskrywing:* Woonhuis bestaande uit sitkamer, eetkamer, kombuis, TV-kamer, twee toilette, twee badkamers, vier slaapkamers en motorhuis omskep in 'n eenmanswoonstel met badkamer en toilet.

*Verbandhouer:* Geen.

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

Die belangrikste voorwaardes daarin vervat is die volgende:

'n Kontantdeposito 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 8ste dag van November 1993.

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



Saak 124399/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **First National Bank Limited**, Eiser, en **S. F. M. Swart**, Eerste Verweerder, en **M. E. J. Swart**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof, Johannesburg, en 'n lasbrief vir eksekusie gedateer 21 Julie 1993, sal die volgende eiendom in eksekusie verkoop word voor die Landdroshof, President Steynstraat, Westonaria, op 21 Januarie 1994 om 10:00, aan die hoogste bieder, naamlik:

Hoewe 524, Wesrand-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 2,0234 (twee komma nul drie vier) hektaar, gehou kragtens Transportakte T1263/76, ook bekend as Plot 524, Jeanlaan, Wesrand-landbouhoewes, Westonaria.

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

*Hoofgebou:* Sitkamer, ses slaapkamers, twee badkamers, kombuis en stoorkamer.

*Buitegeboue:* Geen.

*Titelaktevoorwaarde:* Streng vir woningdoeleindes alleenlik.

*Terme:* 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, verseker te word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 15 (vyftien) dae na datum van verkoping.

Die verkoopvoorwaardes mag gedurende kantoorure te Kantore van die Balju, Westonaria, ondersoek word.

Gedateer te Johannesburg op die 10de Desember 1993.

Brian Alberts & Vennote, Eerste Verdieping, Protea Sentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 200/92B.)

Case 14298/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gany: Yunus**, 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, 21 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 751, Lenasia South Extension 1 Township, Registration Division IQ, Transvaal.

*Situation:* 751 Greenwich Street, Lenasia South Extension 1.

*Area:* 450 (four hundred and fifty) square metres.

*Improvements* (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, 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 (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 15th day of December 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NV143E/mgh/tf.)

Case 30559/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Styer: Grant Paul**, 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, 20 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 25 as shown and more fully described on Sectional Plan SS105/92 in the scheme known as Kelrock Gardens, in respect of the land and building or buildings situated at Lorentzville Township, in the area of the Johannesburg Local Authority of which the floor area, according to the sectional plan is 76 (seventy-six) square metres in extent; and

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

(c) An exclusive use area described as Parking P33, measuring 12 (twelve) square metres being as such part of the common property, comprising the land and the scheme known as Kelrock Gardens in respect of the land and building or buildings situated at Lorentzville Township, in the area of the Johannesburg Local Authority as shown and more fully described on Sectional Plan SS105/92.

*Situation:* Flat 308a, Kelrock Gardens, 8 Wyndcliff Road, Lorentzville.

*Improvements* (not guaranteed): Bedroom, bathroom, kitchen, lounge/dining-room, carport P33, 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 on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

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

Maisele Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR323E/mgh/tf.)

#### Case 07872/92

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Thomas Ignatius Rademeyer**, Defendant

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

(a) Unit 44, as shown on sectional plan SS188/1988, in the building Kingswood, situated at Erf 67, Weavind Park Township (Local Authority, City Council of Pretoria), measuring 73 square metres; and

(b) an undivided share in the common property in the land and building held under Certificate of Registered Sectional title ST18467/1992 dated 19 March 1992, known as Flat 58, Kingswood, 131 West Lake Avenue, Weavind Park.

Particulars are not guaranteed. Flat: Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. Single garage.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 x 313.) [Ref. N1/B-392328(347343)/JAA/M. Oliphant.]

#### Case 51566/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Anna Johanna Clack**, First Defendant, and **George William Clack**, in his capacity as Surety, Second Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 18 January 1994 at 10:00:

Portion 1, Erf 554, situated in the Township of Rietfontein, Registration Division JR, Transvaal, measuring 1 276 (one thousand two hundred and seventy-six) square metres, known as 792 24th Avenue, Rietfontein.

Particulars are not guaranteed: *Dwelling:* Lounge, dining-room, kitchen, three bedrooms, two and half bathroom and study, single garage, two carports, staff room and toilet.

Inspect conditions at Sheriff, Pretoria Central, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall. (Tel. 328-6770 x 313.) [Ref. N1/B-379707(369534)/JAA/M. Oliphant.]

#### Case 37901/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **H. C. Heymans Beleggings Beslote Korporasie**, Registration Number CK 90/18381/23, Defendant

A sale in will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 18 January 1994 at 10:00:

(a) Section 1, as shown on Sectional Plan SS584/92, in the building Chezney, situated at Portion 1 of Erf 201, Waverley (PTA), Local Authority, City Council of Pretoria, measuring 205 square metres; and

(b) an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST584/92(1) (Unit) dated 16 October 1992, known as 1403 Breyer Avenue, Waverley, Pretoria.

Particulars are not guaranteed: Duet: Lounge, dining-room, study, kitchen, scullery, laundry, four bedrooms and two bathrooms. Two garages.

Inspect conditions at Sheriff, Pretoria Central, Sinodale Centre, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) [Ref. N1/B-373821/JAA/M. Oliphant.]

Saak 14928/93

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Tranvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **Caroline Mamoremi Ramalepa**, Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 31 Augustus 1993, en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 21 Januarie 1994 om 11:00, by die kantoor van die Balju, Soshanguve, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder verkoop word:

Sekere Erf 575, geleë te Soshanguve-HH, Registrasieafdeling JR, Transvaal, groot 362 (driehonderd twee-en-sestig) vierkante meter, gehou kragtens Akte van Transport T100175/92.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit enkelverdieping naamlik: Sit-/eetkamer, kombuis, twee slaapkamers en waskamer sonder geriewe.

Die wesentlike verkoopvoorwaardes is:

(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, Soshanguve.

(c) Die koper sal alle nodige bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende alle oordragkoste, oordrag belasting, munisipale belasting, belasting, lisensies, sanitêre koste, rente, ens.

(d) Die koper moet 'n deposito van 10% (tien per centum) 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 afslaersgelde op die dag van die verkoping betaal.

Die volledige verkoopvoorwaardes lê ter insae te die kantoor van die Balju, Soshanguve.

Geteken te Pretoria hierdie 13de dag van Desember 1993.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/Marie/R9317.)

Case 39469/90

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

In the matter between **United Building Society Limited**, Plaintiff, and **Alfred Pauer**, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 18 January 1994 at 10:00, of:

Section 43 as shown on Sectional Plan SS318/85, in the building Prezinpark, measuring 55 square metres; and

An undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST318/85(43)(Unit), dated 11 October 1985, known as Flat 603, Prezinpark, 282 Ninth Avenue, Gezina.

*Particulars are not guaranteed:* One and a half bedroomed flat with lounge, dining-room, kitchen and bathroom.

Inspect conditions at Sheriff, Pretoria Central, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-387582/JAA/J. S. Herbst.)

Case 25592/92

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

In the matter between **ABSA Bank Limited**, (United Division), Plaintiff, and **Elizabeth Maria Magrieta Hext**, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 18 January 1994 at 10:00, of:

Section 35 as shown on Sectional Plan SS206/84, in the building Dakota, situated at Portion 2, Erf 585, Queenswood Township Local Authority, Pretoria, measuring 43 square metres; and

An undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST206/84(35)(Unit), known as Flat 322, Dakota, 218 Shilling Street, Queenswood.

*Particulars are not guaranteed:* Bachelor flat with carport.

Inspect conditions at Sheriff, Pretoria Central, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-324672/JAA/J. S. Herbst.)



## Case 17038/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Jan Paul Kriel**, Defendant

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

Erf 658, situated in the Township of Brooklyn, Registration Division JR, Transvaal, measuring 2 552 square metres, known as 552 Pienaar Street, Brooklyn.

*Particulars are not guaranteed:*

*Dwelling:* Entrance-hall, lounge, dining-room, kitchen, family room, four bedrooms, two bathrooms, two toilets, double garage, two staff rooms and two toilets.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 × 313.) (Ref. N1/B-366515/JAA/M. Oliphant.)

## Case 23385/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Dianne Estelle Alberts**, First Defendant, and **George Wilkie Alberts**, in his capacity as Surety, Second Defendant

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

Erf 1388, Waterkloof Ridge Extension 2 Township, Registration Division JR, Transvaal, measuring 1 487 square metres, known as 438 Cliff Avenue, Waterkloof Ridge Extension 2.

*Particulars are not guaranteed:*

*Dwelling:* Lounge, family room, dining-room, kitchen, four bedrooms, two bathrooms, two toilets, double garage, two carports, staff room, toilet and laundry.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 × 314.) (Ref. N1/B-366586/JAA/M. Oliphant.)

## Case 66905/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Andries Christiaan Niemann**, Defendant

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

Section 1, as shown on Sectional Plan SS244/92, in the building Eld 1534, situated at Elarduspark Extension 3, in the Local Authority, City Council of Pretoria, measuring 145 square metres; and

an undivided share in the common property in the land and building held under Deed of Transfer ST55676/92, known as Duet 1, Eld 1534, Pieringweg 786, Elarduspark Extension 3.

*Particulars are not guaranteed:* Three-bedroomed duet with lounge, dining-room, kitchen, study, two bathrooms and double garage.

Inspect conditions at Sheriff, Pretoria South, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-387561/JAA/J. S. Herbst.)

## Case 3961/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WONDERBOOM HELD AT WONDERBOOM

In the matter between **ABSA Bank Limited**, Plaintiff, and **Daniel Tobias Badenhorst**, First Defendant, and **Amanda Badenhorst**, Second Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), Old Warmbaths Road, Bon Accord, on Friday, 21 January 1994 at 11:00, of:

Erf 563, situated in the Township of The Orchards Extension 10, Registration Division JR, Transvaal, measuring 1 044 square metres, known as 164 Lindeboom Street, The Orchards Extension 10.

*Particulars are not guaranteed:* Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), Old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-373819/JAA/J. S. Herbst.)

## Case 8887/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WONDERBOOM HELD AT WONDERBOOM

In the matter between **ABSA Bank Limited**, (United Division), Plaintiff, and **Elizabeth Fredrika Aletta Prinsloo**, Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), Old Warmbaths Road, Bon Accord, on Friday, 21 January 1994 at 11:00, of:

Erf 2290, in the Town Sinoville Extension 6, Registration Division JR, Transvaal, measuring 834 square metres, known as 537 Jan Bantjies Street, Sinoville Extension 6.

*Particulars are not guaranteed:* Dwelling with lounge, dining-room, kitchen, three bedrooms, two bathrooms, scullery, double garage and outside toilet.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), Old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-387529(355529)/JAA/J. S. Herbst.)

## Case 7201/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WONDERBOOM HELD AT WONDERBOOM

In the matter between **ABSA Bank Limited**, Plaintiff, and **Petrus Gerhardus Nel**, Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), Old Warmbaths Road, Bon Accord, on Friday, 21 January 1994 at 11:00, of:

Section 13, as shown on Sectional Plan SS5/79, in the building Magaliespark, situated at Erf 19, Magalieskruin Extension 1, Township, Local Authority of Pretoria, measuring 122 square metres; and

An undivided share in the common property in the land and building held under Deed of Transfer ST27532/93, known as Flat 13, Magaliespark, 393 Kaberoe Avenue, Magalieskruin.

*Particulars are not guaranteed:* Three-bedroomed flat with lounge, dining-room, kitchen, one and a half bathrooms and carport.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), Old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-387518/JAA/J. S. Herbst.)

## Case 68584/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Raphael William Shortt**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 20 October 1993, will be sold in execution on Friday, 21 January 1994 at 10:00, in front of the Magistrate's Court of Johannesburg, Fox Street Entrance, Johannesburg, to the highest bidder:

Section 23, Barleen Court Turffontein Township, Registration Division IQ, Transvaal, in extent 64 (sixty-four) square metres, situated at 17 Barleen Court, 112 Donnelly Street, Turffontein, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Section is a flat, comprising lounge, kitchen, bedroom, bathroom and toilet. *Outbuildings:* None.

*Common property facilities:* Garden and parking.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, 100 Sherfield Street, Turffontein, for the Magistrate's Court, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 14th day of December 1993.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4, 29-3921/2/3.) (Ref. Mr Steyn/0603.) (Docex: DX.571.)

## Case 3102/90

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **United Building Society Limited**, Plaintiff, and **Linda van Deventer**, First Defendant, and **Johan Pieter van Deventer** (in his capacity as surety), Second Defendant

A sale in execution will be held on Wednesday, 19 January 1994 at 10:00, by the Sheriff for Pretoria East, at 142 Struben Street, Pretoria, of:

Erf 785, in the Township Moreletapark Extension 1, Registration Division JR, Transvaal, in extent 1 510 square metres, known as 841 Frensch Avenue, Moreletapark Extension 1.

*Particulars not guaranteed:* Dwelling with entrance-hall, lounge, dining-room, family room, TV-room, kitchen, pantry, three bedrooms, dressingroom, two bathrooms, two toilets, study, laundry, single garage, store-room, toilet, double carport and court yard.

Inspect conditions at Sheriff Pretoria East, 142 Struben Street, Pretoria.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-371723(276589)/JAA/JS Herbst.]

## Case 1135/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WONDERBOOM HELD AT WONDERBOOM

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **A & A Badenhorst Eiendom BK** (No. CK89/17406/23), Defendant

A sale will be held at the Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 21 January 1994 at 11:00:

Portion 360 of the farm Kameeldrift 298, Registration Division JR, Transvaal, measuring 4,2827 hectare, known as ROW.

Particulars not guaranteed: Dwelling with lounge, dining-room, family room, kitchen, four bedrooms, two bathrooms, store, double garage, outside shower and toilet.

Inspect conditions at Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-363006/JAA/J. S. Herbst.)

## Case 9151/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WONDERBOOM HELD AT WONDERBOOM

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Jan Gabriël van der Walt**, First Defendant, and **Margaretha Elizabeth van der Walt**, Second Defendant

A sale will be held at the Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 21 January 1994 at 11:00 of:

Erf 207, situated in the Town Theresapark Extension 1, Registration Division JR, Transvaal, measuring 980 square metres, known as 24 Grysbok Street, Theresapark Extension 1, Pretoria North.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, three bedrooms, two bathrooms and double garage.

Inspect conditions at Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-355560/JAA/J. S. Herbst.)

## Saak 2152/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **NBS Bank Bepers**, Eiser, en **Daniël Petrus Marais**, Eerste Verweerder, en **Amanda Marie Marais**, Tweede Verweerder

Ingevolge 'n uitspraak in die Landdroshof te Randfontein, op 4 Augustus 1993, en 'n lasbrief vir eksekusie gedateer 6 Augustus 1993, sal die volgende eiendom op 14 Januarie 1994 om 14:15, te die Landdroshof, Pollockstraatingang, Randfontein, aan die hoogste bieder verkoop word:

Erf 531, Randgate-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 495 (vierhonderd vyf-en-negentig) vierkante meter, gehou kragtens Akte van Transport T50028/1991, ook bekend as Henningstraat 30, Randgate, Randfontein, met die volgende verbeterings daarop, waarvoor geen waarborg verskaf word nie:

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

Verkoopvoorwaardes:

1. Die eiendom sal aan die hoogste bieder verkoop word, onderhewig aan die bepalings en voorwaardes van die Wet op Landdroshof, die Reëls daarkragtens uitgevaardig en die titelvoorwaardes insoverre van toepassing is.

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

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

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

Gedateer te Randfontein op hierdie 15de dag van Desember 1993.

E. Lambani, vir C. J. le Roux Prokureurs, voorheen Hammes & Le Roux, Parkstraat 5, Randfontein; Posbus 8, Randfontein, 1760. (Tel. 412-2820.) (Verw. mev. Nolan/la.)

## Saak 10604/93

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Boland Bank Bepers**, Eiser, en **Adam Johannes Scott**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak, sal 'n verkoping gehou word te die Landdroshof, Kerkstraat, Nigel, op Vrydag, 21 Januarie 1994 om 09:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die veilingsafslae gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Hooggeregshof, Nigel, voor die verkoping ter insae sal lê:

1. Gedeelte 90 van die plaas Holgatfontein 326, Registrasieafdeling IR, Transvaal, groot 3,7829 (drie komma sewe agt twee nege) hektaar, gehou kragtens Akte van Transport T27226/91.



*Verbeterings:* 'n Woonhuis bestaande uit drie slaapkamers, badkamer met toilet, eetkamer, sitkamer, kombuis, vier motorhuise, twee motorafdakke, sinkdak, drie buitekamers, ingeboude kaste en volvloermatte.

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

Geteken te Pretoria hierdie 20ste dag van Desember 1993.

Van der Merwe Du Toit & Fuchs, Prokureurs vir die Eiser, Sanlamsentrum, 14de Verdieping, Andriesstraat 252, Pretoria. (Verw. mnr. Van der Merwe/nvz/CB 3 0130.)

#### Case 127636/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Jan Marthinus Sebastian Cloete**, First Defendant, and **Elizabeth Cloete**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution, the property listed hereunder which was attached on 13 April 1993, will be sold in execution on Friday, 21 January 1994 at 10:00, in front of the Magistrate's Court of Johannesburg, Fox Street entrance, Johannesburg, to the highest bidder:

Erf 118, Ridgeway Township, Registration Division IR, Transvaal, in extent 877 (eight hundred and seventy-seven) square metres, situated at 23 Bangor Street, Ridgeway, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single-storey dwelling, detached. *Walls:* Brick and plaster. *Floor:* Fitted carpets and tiles. *Roof:* Corrugated iron and tiles. *Rooms:* Lounge, dining, study, kitchen, four bedrooms, two bathrooms, three toilets, shower. *Outbuildings:* Two garages. *Boundary:* Concrete walls. *Other improvements:* None.

*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 Sheriff's Office, 100 Sherfield Street, Turffontein, for the Magistrate's Court, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co. Ninth Floor, NBS Building, corner of Market and Rissik Street, Johannesburg. (Docex:DX.571.) (Tel. 29-3913/4 29-3921/2/3.) (Ref. Mr Steyn/0334.)

#### Case 973/93

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

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

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution, the property listed hereunder which was attached on 27 July 1993, will be sold in execution on Friday, 21 January 1994 at 10:00, in front of the Magistrate's Court, Randfontein, Pollock Street entrance, Randfontein, to the highest bidder:

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

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single-storey dwelling, detached. *Walls:* Brick and plaster and paint. *Roof:* Tiles. *Rooms:* Lounge, kitchen, two bedrooms, bathroom, toilet. *Outbuildings:* None. *Boundary:* Fenced.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per 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 Sheriff's office, Randfontein, for the Magistrate's Court, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 13th day of December 1993.

De Villiers & Co., C/o Truter, Crous & Wiggil, Iuris Building, Sutherland Street, Randfontein. (Tel. 692-1640.)

#### Saak 93111/92

#### IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Verwoerdburg**, Eiser, en **S. J. Buys**, Verweerder

Ten uitvoerlegging van 'n vonnis in bogemelde Agbare Hof, gedateer 12 Maart 1993, en 'n lasbrief tot eksekusie, word die volgende eiendom in eksekusie verkoop op 19 Januarie 1994 om 10:00, by die verkoping gehou te word te Strubenstraat 142, Pretoria, aan die hoogste bieder:

*Erf:* Die resterende gedeelte van Erf 993, geleë in die dorpsgebied van Eldorainge-uitbreiding 2, Verwoerdburg, groot 1 259 (eenduisend tweehonderd vyf-en-negentig) vierkante meter, gehou kragtens Akte van Transport T23758/1980, ook bekend as Stinkhoutlaan 21, Eldorainge-uitbreiding 2, Verwoerdburg.

Die eiendom bestaan uit 'n gepleisterde en geverfde staan teëldak bestaande uit drie slaapkamers, twee badkamers met 'n toilet elk, sitkamer, eetkamer, TV/gesinskamer en kombuis. Vloere bedek met volvloermatte behalwe die kombuis en badkamers waar novilon is. *Buitegeboue:* Dubbelmotorhuis en bediendekamer met buite toilet. Daar is 'n swembad op die erf, eiendom is omhein met 'n baksteenmuur.

1. *Terme*: Die koopprys sal betaalbaar wees as volg:

1.1 Deposito van 10% (tien per centum) van die koopprys daarvan by verkoping; en

1.2 Die balans betaalbaar binne 30 (dertig) dae by wyse van goedgekeurde bank- of bouverenigingwaarborg.

2. *Voorwaardes van verkoop*: Die volle voorwaardes van die verkoping kan bevestig word by die Balju, Pretoria-Suid, Messcorhuis, Margaretastraat 30, Riversdale, Pretoria. (Tel. 326-4321).

Geteken te Pretoria hierdie 2de dag van Desember 1993.

J. J. Lombard, vir Snyman De Jager & Breytenbach, Sesde Verdieping, Bureau Forum-gebou, Bureaulaan, Pretoria. (Verw. mnr. Lombard/MF/V31/93.)

#### Case 10950/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jooste More**, First Defendant, and **Jermina Moore**, 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 1781, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 1781 Vosloorus Extension 3, Boksburg.

*Improvements*: Detached single storey brick residence consisting of two bedrooms, 1,5 bathroom, kitchen, dining-room 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 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 guarantees within 14 (fourteen) 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 13th day of December 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/HS3442.)

#### Case 9875/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Manqoba Solly Hlatshwayo**, First Defendant, and **Gertrude Hlatshwayo**, 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 6468, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 6468 Vosloorus Extension 9, 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 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 guarantees within 14 (fourteen) 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 14th day of December 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H627.)

Saak 2809/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedbank**, 'n divisie van Nedcor Bank Beperk, Eiser, en **Anton de Klerk**, Verweerder

Ingevolge 'n uitspraak in die Landdroshof te Randfontein, op 21 September 1993, en 'n lasbrief vir eksekusie gedateer 22 September 1993, sal die volgende eiendom op 14 Januarie 1994 om 14:15, te die Landdroskantoor, Pollockstraat-ingang, Randfontein, aan die hoogste bieder verkoop word:

Erf 203, Helikon Park-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 991 (negehonderd een-en-negentig) vierkante meter, gehou kragtens Akte van Transport T11366/1988, ook bekend as Arendrylaan 32, Helikon Park Randfontein, met die volgende verbeterings daarop, waarvoor geen waarborg verskaf word nie:

Woonhuis bestaande uit: Sitkamer, eetkamer, ingangsportaal, familiekamer, vier slaapkamers, twee badkamers/toilette, kombuis. *Buitegeboue*: Dubbelmotorhuis, toilet.

*Verkoopvoorwaardes:*

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

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

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

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

Gedateer te Randfontein op hierdie 15de dag van Desember 1993.

C. J. le Roux Prokureurs, voorheen Hammes & Le Roux, Parkstraat 5, Randfontein; Posbus 8, Randfontein, 1760. (Tel. 412-2820.) (Verw. Nolan/la.)

Case 18454/93

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

In the matter between **P G Timbers (Pty) Ltd**, Plaintiff, and **W. L. Visser**, Defendant

A sale will be held on Friday, 21 January 1993 at 11:00, at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

Portion 13, Erf 675, Theresa Park Extension 1, Registration Division JR, Transvaal, measuring 1 094 (one thousand and ninety-four) square metres, situated at 45 Ystervark Avenue, Theresa Park Extension 1, Pretoria North.

Particulars are not guaranteed: Unimproved stand.

Inspect conditions of sale at the Sheriff of the Court, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Dated at Pretoria on this the 10th day of December 1993.

M. Nixon, for Nixon & Collins, Attorneys for Plaintiff, Third Floor, Perm Building, 171 Van der Walt Street, Pretoria. [Tel. (012) 323-8633.] (Ref. Nixon/GW/MN1075.)

Saak 328/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK HEIDELBERG GEHOU TE HEIDELBERG

In die saak tussen **Stephanie Ann Muller**, Eiser, en **Alwyn Petrus Muller**, Verweerder

Geliewe kennis te neem ingevolge 'n uitspraak in die Hof van die Landdroshof, Heidelberg, Transvaal, en 'n lasbrief tot geregtelike verkoping word die ondervermelde goedere op Vrydag, 21 Januarie 1994 om 09:00, verkoop te die Landdroskantoor, Begemanstraat, Heidelberg, Transvaal, aan die persoon wat die hoogste aanbod maak, naamlik:

Erf 248, Rensburg, Registrasieafdeling IR, Transvaal, ook bekend as Roetsstraat 21, Rensburg, Heidelberg, Transvaal.

Verkoopvoorwaardes ter insae beskikbaar by die kantore van die Balju, Heidelberg, Transvaal.

Gedateer te Heidelberg, Transvaal, op hede die 22ste dag van November 1993.

Liebenberg & Malan Ing., Ueckermannstraat 20, Posbus 136, Docex 2, Heidelberg, Transvaal, 2400. (Tel. 0151-4164.)

Saak 91472/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Verwoerdburg**, Eiser, en **G. H. Mostert**, Verweerder

Ten uitvoerlegging van 'n vonnis in bogemelde Agbare Hof gedateer 30 April 1993, en 'n lasbrief tot eksekusie, word die volgende eiendom in eksekusie verkoop op 19 Januarie 1993 om 10:00, by 'n verkoping gehou te word te Strubenstraat 142, Pretoria, aan die hoogste bieder:

Erf die resterende gedeelte van Erf 818, Lyttelton Manor-uitbreiding 1, Verwoerdburg, groot 1 586 (eenduisend vyfhonderd agt-en-sestig) vierkante meter, gehou kragtens Akte van Transport T80587/1991, ook bekend as Retieflaan 160, Lyttelton Manor, Verwoerdburg.



Die eiendom bestaan uit 'n staan sinkdakwoning met drie slaapkamers, badkamer met aparte toilet, sitkamer, TV/gesinskamer, kombuis en opwaskamer. Plankvloere in sit- en TV/gesinskamer, volvloer mat slaapkamers en badkamer. Novilon in kombuis en opwaskamer. Enkelmotorhuis, bediendekamer met toilet en stoorkamer. Daar is 'n swembad op die eiendom. Die eiendom is omhein met 'n steenmuur voor, draad aan die kante en voorafvervaardigde betonmuur agter.

1. *Terme*: Die koopprys sal betaalbaar wees as volg:

1.1 Deposito van 10% (tien per centum) van die koopprys daarvan by verkoping; en

1.2 Die balans betaalbaar binne 30 (dertig) dae by wyse van goedgekeurde bank- of bouverenigingwaarborg.

2. *Voorwaardes van verkoping*: Die volle voorwaardes van die verkoping kan bevestig word by die Balju, Pretoria-Suid, Messcorhuis, Margaretastraat 30, Riverdale, Pretoria. (Tel. 326-4321).

Geteken te Pretoria hierdie 2de dag van Desember 1993.

J. J. Lombard, vir Snyman De Jager & Breytenbach, Sesde Verdieping, Bureau Forum-gebou, Bureaulaan, Pretoria. (Verw. mnr. Lombard/MF/V43/93.)

**Saak 27328/93**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Verwoerdburg**, Eiser, en **P. O. Horstmann**, Verweerder

Ten uitvoerlegging van 'n vonnis in bogemelde Agbare Hof gedateer 23 Julie, en 'n lasbrief tot eksekusie, word die volgende eiendom in eksekusie verkoop op 19 Januarie 1993 om 10:00, by 'n verkoping gehou te word te Strubenstraat 142, Pretoria, aan die hoogste bieder:

Erf die resterende gedeelte van Erf 1876, Eldoraigue-uitbreiding 3, Verwoerdburg, groot 1 370 (eenduisend driehonderden-sewentig) vierkante meter gehou kragtens Akte van Transport T37178/1991, ook bekend as Kareekraallaan 2, Eldoraigue-uitbreiding 3, Verwoerdburg.

Die eiendom bestaan uit 'n erf sonder enige verbeterings.

*Terme*: Die koopprys sal betaalbaar wees soos volg:

1.1 Deposito van 10% (tien per centum) van die koopprys daarvan by verkoping; en

1.2 Die balans betaalbaar binne 30 (dertig) dae by wyse van goedgekeurde bank- of bouverenigingwaarborg.

2. *Voorwaardes van verkoping*: Die volle voorwaardes van die verkoping kan bevestig word by die Balju, Pretoria-Suid, Messcorhuis, Margaretastraat 30, Riverdale, Pretoria. (Tel. 326-4321).

Geteken te Pretoria hierdie 2de dag van Desember 1993.

J. J. Lombard, vir Snyman De Jager & Breytenbach, Sesde Verdieping, Bureau Forum-gebou, Bureaulaan, Pretoria. (Verw. mnr. Lombard/MF/V54/93.)

**Case 3345/93**

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mabena, Buzi Edwin**, 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, Brakpan, at 439 Prince George Avenue, Brakpan, on Friday, 21 January 1994 at 11:00, 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 21747, Tsakane Extension 11 Township, Registration Division IR, Transvaal, situation Lot 21747, Tsakane Extension 11, area 250 (two hundred and fifty) square metres.

*Improvements* (not guaranteed): Two bedrooms, bathroom, lounge, kitchen, 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 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 Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. N0121E/mgh/tf.)

Case 938/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Pelser, Elizabeth Susanne**, 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, Midrand, at Unit 2, Northview, 45 Richard Drive, Halfway House, Midrand, on Wednesday, 19 January 1994 at 14:30, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

*Certain:* Portion 8 of Erf 68, Kelvin Township, Registration Division IR, Transvaal, situation 25 President Way, Kelvin, area 1 921 (one thousand nine hundred and twenty-one) square metres.

*Improvements* (not guaranteed): Four bedrooms, one and a half bathroom, kitchen, lounge, dining-room, family room, study, two garages/store-rooms, under tiled and iron roof, staff quarters with outside ablutions, enclosed with precast walls.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per centum) of the purchase price or (ii) 10% (ten per centum) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) to a maximum fee of R6 000 and a minimum of R100.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. SN041E/mgh/tf.)

Case 30561/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Taljaard, Basil**, First Defendant, and **Taljaard, Dianne Maryane**, 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, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 20 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 369, Crown Gardens Township, Registration Division IR, Transvaal, situation 107 Baltimore Road, Crown Gardens, area 570 (five hundred and seventy) square metres.

*Improvements* (not guaranteed): Three bedrooms, full bathroom, kitchen, lounge, garage/store-room, separate toilet, under iron roof, concrete driveway, enclosed with precast walls.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per centum) of the purchase price or (ii) 10% (ten per centum) of the balance owing on the home loan account which the Defendants has with the Plaintiff in this matter, whichever is the greater; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) to a maximum fee of R6 000 and a minimum of R100.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NQ81E/mgh/tf.)

Case 29934/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mothapo, Nkhenene Elizabeth**, First Defendant, and **Mothapo, Moshohli John Harry**, 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, Midrand, at Unit 2, Northview, 45 Richard Drive, Halfway House, Midrand, on Wednesday, 19 January 1994 at 14:30, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

*Certain:* All right, title and interest in the leasehold in respect of Lot 1064, Alexandra Extension 7 Township, Registration Division IR, Transvaal, situation Lot 1064, Alexandra Extension 7, area 100 (one hundred) square metres.

*Improvements* (not guaranteed): Two bedrooms, bathroom, kitchen, dining-room, under iron roof.

**Terms:** A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per centum) of the purchase price or (ii) 10% (ten per centum) of the balance owing on the home loan account which the Defendants has with the Plaintiff in this matter, whichever is the greater; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) to a maximum fee of R6 000 and a minimum of R100.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. N0166E/mgh/tf.)

**Saak 16849/93**

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou-Nasionale Bouverenig Beperk, Eiser, en **Fredrik William Dickenson**, Eerste Verweerder, en **Anna Magdalena Dickenson**, Tweede Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 12 Oktober 1993 en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 18 Januarie 1994 om 10:00, by die kantoor van die Balju, Pretoria-sentraal, Die Sinodalesentrum, Visagiestraat 228, Pretoria, aan die hoogste bieder verkoop word:

**Sekere:** Deel 88, soos getoon en volledig beskryf op Deelplan SS10/77 in die skema bekend as Oranjehof, van die onroerende eiendom met straatadres bekend as Oranjehof 118, Prinsloostraat 449, Pretoria, Transvaal, groot 84 (vier-en-tagtig) vierkante meter, gehou kragtens Akte van Transport ST76131/92.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit een verdieping naamlik:

Sitkamer, eetkamer, twee slaapkamers, kombuis, badkamer met aparte toilet.

Die wesenlike verkoopvoorwaardes is:

(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-sentraal.

(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 koopprijs 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 Hooggereghof, binne 14 (veertien) dae na die verkoping verstrek te word.

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

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

Geteken te Pretoria hierdie 14de dag van Desember 1993.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/Marie/R9350.)

**Case 21129/93**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Kangas Clothing CC**, First Defendant, **Van der Watt, Johannes Kritzinger**, Second Defendant, and **Goudrivier Beleggings Eiendoms Beperk**, Third Defendant

In pursuance of a judgment in the above Honourable Court against the above-mentioned Defendants and a warrant of execution issued on 18 October 1993, a sale without reserve of the following property will be held in front of the Magistrate's Court, Moffat Street, Warmbaths, on 21 January 1994 at 10:00, viz:

**Description:** Portion 26 of the farm New Belgium 608, Registration Division LR, Transvaal, measuring 24,2131 (two four comma two one three one) hectares, held by Deed of Transfer T223966/1964.

**Improvements** (nothing in this respect is guaranteed):

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

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

5% (five per cent) on the proceeds of the sale up to a price of R10 000 (ten thousand rand) and thereafter 2,5% (two and a half per centum) up to a maximum fee of R5 000 (five thousand rand). Minimum charges R20 (twenty rand).

The conditions of sale may be inspected during office hours at the office of the Sheriff, Arcade Building, Sutter Road, District of Warmbaths.

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

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



Case 21129/93

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Kangas Clothing CC**, First Defendant, **Van der Watt, Johannes Kritzing**, Second Defendant, and **Goudrivier Beleggings Eiendoms Beperk**, Third Defendant

In pursuance of a judgment in the above Honourable Court against the above-mentioned Defendants and a warrant of execution issued on 18 October 1993, a sale without reserve of the following property will be held in front of the Magistrate's Court, Moffat Street, Warmbaths, on 21 January 1994 at 10:00, viz:

*Description:* Portion 19 of the farm New Belgium 608, Registration Division LR, Transvaal, measuring 3354,8465 (three three five four comma eight four six five) hectares. Held by Deed of Transfer T223966/1964.

*Improvements* (nothing in this respect is guaranteed).

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

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

5% (five per cent) on the proceeds of the sale up to a price of R10 000 (ten thousand rand) and thereafter 2,5% (two and a half per centum) up to a maximum fee of R5 000 (five thousand rand). Minimum charges R20 (twenty rand).

The conditions of sale may be inspected during office hours at the office of the Sheriff, Arcade Building, Sutter Road, District of Warmbaths.

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

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

Case 9195/92

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Erich Ferdinand Landsberg**, First Defendant, and **Hendrika Petronella Landsberg**, Second Defendant

A sale in execution of the property described hereunder will take place on 24 January 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Ground Floor, Du Pisanie Building, 72 Joubert Street, Germiston:

Portion 36 of Erf 2191, Primrose Township, Registration Division IR, Transvaal, measuring 787 (seven hundred and eighty-seven) square metres, property also known as 148 Pretoria Road, Primrose, Germiston.

*Comprising:* Lounge, dining-room, three bedrooms, bathroom, toilet, kitchen, garage, servant's room, store-room, outside toilet and pre-cast walls.

A bond can be arranged for an approved purchaser.

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

*Dated:* 15 December 1993.

K. Dinner, for Abe Dinner & Associates, Attorney for Plaintiff, Fifth Floor, Standard Towers, 247 President Street, Germiston, 1401. (Ref. 15307/kd/pt.)

Case 7028/91

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Sikhetho George Maswanganyi**, Defendant

A sale in execution of the property described hereunder will take place on 19 January 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florentia, Alberton:

All right, title and interest in the leasehold in respect of Erf 557 (now known as Erf 2784) Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 278 (two hundred and seventy-eight) square metres, property also known as 2784 Likole Extension 1, Katlehong, District of Alberton.

*Comprising:* Three bedrooms, lounge, kitchen, bathroom, separate toilet and wire fencing.

A bond can be arranged for an approved purchaser.

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

*Dated:* 13 December 1993.

K. Dinner, for Abe Dinner & Associates, Attorney for Plaintiff, Fifth Floor, Standard Towers, 247 President Street, Germiston, 1401. (Ref. 17395/kd/pt.)

Case 1777/92

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Cecil Brian Jessup**, Defendant

A sale in execution of the property described hereunder will take place on 24 January 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Ground Floor, Du Pisanie Building, 72 Joubert Street, Germiston:

Portion 19 of Erf 560, Eastleigh Township, Registration Division IR, Transvaal, measuring 1 161 (one thousand one hundred and sixty-one) square metres, property also known as 12 Diaz Avenue, Eastleigh, Edenvale.

*Comprising:* Brick under tile dwelling, entrance hall, lounge, dining-room, two bathrooms, kitchen, breakfast nook, four bedrooms, dressing-room, study, double garage, servant's room, toilet, swimming-pool, walling, paving, carport and patio.

A bond can be arranged for an approved purchaser.

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

*Dated:* 15 December 1993.

K. Dinner, for Abe Dinner & Associates, Attorney for Plaintiff, Fifth Floor, Standard Towers, 247 President Street, Germiston, 1401. (Ref. 16964/KD/PT.)

Case 6842/92

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Martin Louis Kurt Schmitt**, Defendant

A sale in execution of the property described hereunder will take place on 24 January 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Ground Floor, Du Pisanie Building, 72 Joubert Street, Germiston:

Portion 8 of Erf 190, Klippoortje Agricultural Lots Township, Registration Division IR, Transvaal, measuring 991 (one hundred and ninety-one) square metres, property also known as 34 Beacon Street, Lambton, Germiston.

*Comprising:* Brick under tile dwelling, lounge, dining-room, kitchen, two bedrooms, bathroom, double garage, precast walls, paving swimming-pool and flat consisting of lounge, bedrooms, bathroom and kitchen.

A bond can be arranged for an approved purchaser.

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

*Dated:* 15 December 1993.

K. Dinner, for Abe Dinner & Associates, Attorney for Plaintiff, Fifth Floor, Standard Towers, 247 President Street, Germiston, 1401. (Ref. 15091/kd/pt.)

Case 17888/92

IN THE SUPREME COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)In the matter between **First National Bank of SA Limited**, Plaintiff, and **Willem Jacobus Conradie**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Pretoria and a warrant of execution dated 24 June 1993, the goods listed hereunder will be sold in execution at the Deputy Sheriff, Pretoria East, 142 Struben Street, Pretoria, on 19 January 1994 at 10:00, to the highest bidder:

16 Santiago Palms, High Street, Waterkloof Extension 2, consisting of three bedrooms, two bathrooms, separate toilet, lounge, dining-room, kitchen, study, two garages, swimming-pool, servants' quarters and toilet.

*Dated at Pretoria this 23rd day of December 1993.*

Berkow Feinberg & Suliman, Plaintiff's Attorneys, Fourth Floor, SA Perm Building, Bank Lane, Pretoria. (Ref. Mr Berkow/hl/BS249.)

Saak 19757/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Transvaalse Provinsiale Afdeling)In die saak tussen **ABSA Bank Beperk**, Eiser, en **Marthinus Johannes Strydom**, Verweerder

Neem kennis dat in terme van 'n vonnis van bogenoemde Hof en 'n lasbrief vir beslaglegging gedateer 1 November 1993, die ondervermelde eiendom in eksekusie verkoop sal word op Woensdag, 19 Januarie 1994 om 10:00, te:

Die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria.

Die eiendom wat aldus te koop aangebied sal word, is Restant van Erf 636, geleë in die dorpsgebied Waterkloofrif, groot 2 262 (twee twee ses twee) vierkante meter, gehou kragtens Transportakte T60614/90, bekend as Polaristraat 269, Waterkloofrif.

Die eiendom sal verkoop word onderhewig aan die verkoopvoorwaardes wat ter insae is by die kantoor van die Balju van Pretoria-Oos.

Geteken te Pretoria hierdie 20ste dag van Desember 1993.

P. R. Greyling, vir Couzyn Hertzog & Horak Ing., Prokureurs vir Eiser, Eerste Verdieping, Praetor Forum, Van der Waltstraat 269, Pretoria. (Verw. Greyling/PB/A157/93.)

Saak 21458/93

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Anna Elizabeth Bieldt**, Verweerder

Neem kennis dat in terme van 'n vonnis van bogenoemde Hof en 'n lasbrief vir beslaglegging gedateer 19 November 1993, die ondervermelde eiendom in eksekusie verkoop sal word op Woensdag, 19 Januarie 1994 om 10:00, te:

Die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria.

Die eiendom wat aldus te koop aangebied sal word, is: Erf 172, geleë in die dorpsgebied Waterkloof, Registrasieafdeling JR, Transvaal, groot 2 552 (twee vyf vyf twee) vierkante meter, gehou kragtens Transportakte T50233/91, bekend as Albertstraat 393, Waterkloof, Pretoria.

*Verbeterings:* Woonhuis met vier slaapkamers, twee badkamers, sitkamer, studeerkamer, gesinskamer, eetkamer, dubbelmotorhuis en bediendekwartiere.

Die eiendom sal verkoop word onderhewig aan die verkoopvoorwaardes wat ter insae is by die kantoor van die Balju van Pretoria-Oos.

Geteken te Pretoria hierdie 26ste dag van November 1993.

P. R. Greyling, vir Couzyn Hertzog & Horak Ing., Prokureurs vir Eiser, Eerste Verdieping, Praetor Forum, Van der Waltstraat 269, Pretoria. (Verw. Greyling/PB/A162/93.)

Saak 56070/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk** (Allied Divisie), Eiser, en **Martha Elizabeth Lizzie Venter**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 18 Oktober 1993, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 18 Januarie 1994 om 10:00, by die kantore van die Balju, Pretoria-Noordoos te Sinodalesentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder:

(1) 'n Eenheid bestaande uit:

(a) Deel 38 soos getoon en vollediger beskryf op Deelplan SS191/86 in die skema bekend as Willmor Park ten opsigte van die grond en gebou of geboue geleë te Resterende Gedeelte van Gedeelte 4 van Erf 139, East Lynne, Plaaslike owerheid: Stadsraad van Pretoria van welke deel die vloeroppervlakte volgens genoemde deelplan 85 (vyf-en-tagtig) vierkante meter groot is;

(b) '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, gehou kragtens Akte van Transport ST70119/92, beter bekend as Willmorpark 202, Lanhamstraat 157, East Lynn.

*Verbeterings:* 'n Deeltiteleenheid (woonstel) met twee slaapkamers, sitkamer, kombuis, badkamer met novilon vloere, volvloermatte en motorhuis. Eiser waarborg nie die verbeterings nie.

*Terme en voorwaardes:*

*Terme:* Die koopprys sal wees 10% (tien persent) daarvan by verkoping en die balans moet binne 14 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

*Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Balju van die Landdroshof van Pretoria-Noordoos onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantoor van die Balju Pretoria-Noordoos, Visagiestraat 228, Pretoria.

Geteken te Pretoria op hierdie 23ste dag van Desember 1993.

Tim du Toit & Kie Ing., Prokureurs vir Eiser, Volkskasgebou, 19de Verdieping, Strijdomplein, Pretoria. (Tel. 320-6753.) (Verw. mev. Van Graan/CK.)

Case 27623/93  
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Abmis Investments CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on Friday, 21 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 3, and exclusive use areas parking P3 and garden G3 and their undivided share in the common property in the Kerkira sectional title scheme.

Area: 85 (eighty-five), 12 (twelve) and 51 (fifty-one) square metres respectively.



*Situation:* Unit 3, Kerkira, 131 Catherine Street, Sandown,

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

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

Dated at Johannesburg on 23 December 1993.

F. R. J. Jansen for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN1:NS247.)

**Saak 3085/93  
PH 507**

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

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Rachel Transport BK**, Eerste Verweerder, en **mev. R. M. Claasen**, Tweede Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak sal 'n verkoping gehou word op 19 Januarie 1994 om 08:00, by die kantore van die Balju Lydenburg, te Landdroskantoor Lydenburg, van die ondergemelde eiendom:

Sekere Gedeelte 39 van die plaas Boschfontein 15, Registrasieafdeling JT, Transvaal, groot 110,3260 (een een nil komma drie twee ses nil) hektaar, geleë te distrik Lydenburg.

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 Lydenburg, te Landdroskantoor Lydenburg, of die Eiser se prokureurs Blakes te Sesde Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

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

J. A. P. Sanchez, vir Blakes, Sesde Verdieping, Santambankgebou, Rissikstraat 81, Johannesburg. (Tel. 833-6000.) (Verw. mnr. Sanchez/SWR003.)

**Saak 92887/90**

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Standard Kredietkorporasie Beperk**, Eiser, en **G. N. Naidoo**, Verweerder

Ingevolge uitspraak van die Landdroshof vir die distrik Johannesburg, gehou te Johannesburg, in bogemelde saak sal 'n verkoping gehou word op 21 Januarie 1994 om 10:00 by die Hofgebou, Foxstraatingang, Johannesburg, van die ondergemelde eiendom:

Sekere Erf 2057, Lenasia-uitbreiding 1, Registrasieafdeling IR, Transvaal, geleë te Lenasia-uitbreiding 1.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee word nie: 'n Drieslaapkamerhuis met sinkdak en betonmure, bestaande uit sitkamer, eetkamer, badkamer, kombuis, afdak en buitegeboue.

3. Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju te Johannesburg-Suid, Sheffieldstraat 100, Turffontein, of die Eiser se prokureurs Blakels, te Sewende Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

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

J. A. P. Sanchez, vir Blakes, Sewende Verdieping, Santambankgebou, Rissikstraat 81, Johannesburg. (Verw. T. Sanchez/WV/SCN010.)

**Saak 55046/93**

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk** (Allied Divisie), Eiser, en **D. H. J. en W. C. Visagie**, Verweerders

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 1 Oktober 1993, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 20 Januarie 1994 om 10:00, by die kantore van die Balju, Pretoria-Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder:

Erf 231, Danville-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 465 (vierhonderd vyf-en-sestig) vierkante meter, gehou kragtens Akte van Transport T71311/91 (beter bekend as Jonesstraat 57, Danville).

*Verbeterings:* 'n Woonhuis met platdak van sink, twee slaapkamers, sitkamer, kombuis, badkamer, teël- en matvloere, motorafdak en omhein met betonmure.

Eiser waarborg nie die verbeterings nie.

*Terme en voorwaardes:*

*Terme:* Die koopprys sal wees 10% (tien persent) daarvan by verkoping en die balans moet binne 14 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

*Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Balju van die Landdroshof van Pretoria-Wes, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantoor van die Balju, Pretoria-Wes, Kamer 607, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

Geteken te Pretoria op 23 Desember 1993.

Tim du Toit & Kie Ing., Prokureurs vir Eiser, Volkskasgebou, 19de Verdieping, Strijdomplein, Pretoria. (Tel. 320-6753.) (Verw. mev. Van Graan/CK.)

Saak 66841/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Jacobus Theodorus le Roux**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 9 November 1993, en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op 18 Januarie 1994 om 10:00, te die kantore van die Balju, Pretoria-Sentraal, Sinodalesentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder:

(1) 'n Eenheid bestaande uit:

(a) Deel 19, soos getoon en volledig beskryf op Deelplan SS56/1981, in die skema bekend as Kareehof, ten opsigte van die grond en gebou of geboue geleë te Erf 324, plaaslike owerheid van Gezina, Stadsraad van Pretoria, van welke deel die vloeroppervlakte, volgens genoemde Deelplan 52 (twee-en-vyftig) vierkante meter is (beter bekend as Kareehof 204, Fredrikastraat 622, Gezina).

(b) '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, gehou kragtens Akte van Transport ST27272/93.

*Verbeterings:* 'n Deeltiteleenheid (woonstel) met slaapkamer, badkamer, sit-/eetkamer, kombuis, ingeboude kaste en gebruik van 'n toesluitmotorhuis.

Eiser waarborg nie die verbeterings nie.

*Terme en voorwaardes:*

*Terme:* Die koopprys sal wees 10% (tien persent) daarvan by verkoping en die balans moet binne 14 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

*Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Balju van Pretoria-Sentraal onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantoor van die Balju, Pretoria-Sentraal, Visagiestraat 234, Pretoria.

Geteken te Pretoria op 24 Desember 1993.

Tim du Toit & Kie Ing., Prokureurs vir Eiser, Volkskasgebou, 19de Verdieping, Strijdomplein, Pretoria. (Tel. 320-6753.) (Verw. mev. Van Graan/CK.)

Saak 63751/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk** (Allied Divisie), Eiser, en **Clive Armstrong**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 25 Oktober 1993 en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op 18 Januarie 1994 om 10:00, by die kantore van die Balju, Pretoria-Sentraal, te Sinodalesentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder:

(a) Deel 41, soos getoon en meer volledig beskryf op Deelplan SS161/1987, in die skema bekend as Byna Bo, ten opsigte van die grond en gebou of geboue geleë te Gedeelte 10, Erf 1115, Wonderboom-Suid-dorpsgebied (plaaslike owerheid, Stadsraad van Pretoria), van welke deel die vloeroppervlakte, volgens genoemde Deelplan 48 (aght-en-veertig) vierkante meter groot is.

(b) '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, gehou kragtens Akte van Transport ST55292/92 (beter bekend as Byna Bo-woonstelle 501, 12de Laan 959, Wonderboom-Suid).

*Verbeterings:* 'n Deeltiteleenheid (woonstel) met sitkamer, eetkamer, kombuis, slaapkamer, badkamer en volvloermatte.

Eiser waarborg nie die verbeterings nie.

*Terme en voorwaardes:*

*Terme:* Die koopprys sal wees 10% (tien persent) daarvan by verkoping en die balans moet binne 14 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

*Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Balju van die Landdroshof van Pretoria-Sentraal onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantoor van die Balju, Pretoria-Sentraal, Visagiestraat 228, Pretoria.

Geteken te Pretoria op 24 Desember 1993.

Tim du Toit & Kie Ing., Prokureurs vir Eiser, Volkskasgebou, 19de Verdieping, Strijdomplein, Pretoria. (Tel. 320-6753.) (Verw. mev. Van Graan/CK.)

Saak 63752/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk** (Allied Divisie), Eiser, en **E. H. Wittman**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogenelde Agbare Hof, gedateer 18 Oktober 1993 en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op 19 Januarie 1994 om 10:00, by die kantore van die Balju, Pretoria-Suid, te Strubenstraat 142, Pretoria, aan die hoogste bieder:

Resterende Gedeelte van Erf 103, geleë in die Lyttelton Manor-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 2 007 (tweeëuisend en sewe) vierkante meter, gehou kragtens Akte van Transport T28887/80 (beter bekend as Van Riebeecklaan 72, Lyttelton Manor).

*Verbeterings:* Vierslaapkamerhuis met sinkdak, sitkamer en gesinskamer, eetkamer, kombuis, twee badkamers, vinielteëls, volvloermatte, ingeboude kaste, enkelmotorhuis met afdak en bediendekamer met toilet.

Eiser waarborg nie die verbeterings nie.

*Terme en voorwaardes:*

*Terme:* Die koopprys sal wees 10% (tien persent) daarvan by verkoping en die balans moet binne 14 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

*Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Balju van die Landdroshof van Pretoria-Suid onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantoor van die Balju, Pretoria-Suid, Strubenstraat 142, Pretoria.

Geteken te Pretoria op 24 Desember 1994.

Tim du Toit & Kie Ing., Prokureurs vir Eiser, Volkshuisgebou, 19de Verdieping, Strijdomplein, Pretoria. (Tel. 320-6753.) (Verw. mev. Van Graan/CK.)

Saak 93646/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **J. G. P. Gates**, Verweerder

Neem kennis, dat aangesien die Vonnisksuldeiser vonnis gekry het in die bogenoemde Agbare Hof op 16 Julie 1993 vir betaling van die bedrag van R5 511,44 plus rente teen 28,25% (aght-en-twintig komma twee vyf persent) per jaar vanaf 16 Junie 1993 tot datum van finale vereffening en koste in die bedrag van R881,89:

Daarop 18 Januarie 1994 om 10:00, te die NG Sinodalesentrum, Visagiestraat 234, Pretoria, deur die Balju 'n verkoping in eksekusie gehou sal word na aanleiding waarvan die eiendom waarop beslag gelê is, synde:

Die restant van Erf 39, East Lynne, ook bekend as Heuningvoëlstraat 132, East Lynne, grootte 999 m<sup>2</sup>.

*Verbeterings:* Sitkamer, toilet, kombuis, badkamer, drie slaapkamers en motorhuis. Alles onder 'n sinkdak met volvloermatte eiendom is omring deur mure met 'n oprit, verkoop sal word.

*Terme:*

1. Die eiendom word voetstoots verkoop vir die hoogste bod, onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1944 soos gewysig.

2. Die verkoping is onderhewig aan 'n reserweprys van R77 800.

3. Die koopprys sal soos volg betaalbaar wees:

3.1 Tien persent (10%) van die koopprys en vier persent (4%) Baljufooie plus BTW in kontant op die toeslaan van die bod aan die koper;

3.2 Die balans deur lewering van 'n bevredigende bank of bougenootskapwaarborg vir sodanige balans met rente aan die Balju binne 14 (veertien) dae vanaf datum van ondertekening van die voorwaardes van verkoop;

3.3 Rente op die bestaande verband ten gunste van Nedcor oor die eiendom teen die heersende rentekoers van tyd tot tyd vanaf datum van koop tot datum van registrasie van transport in die naam van die koper moet gewaarborg word deur 'n bevredigende bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van ondertekening van die voorwaardes van verkoop.

4. Die verkoping sal geskied volgens verdere verkoopvoorwaardes wat uitgelê sal word by die veiling. Voorwaardes sal ter insae lê by die kantoor van die Balju, Pretoria-Noordoos, gedurende kantoorure.

Geteken te Pretoria op hierdie 24ste dag van Desember 1993.

Smith & Cronje, Prokureur vir Eiser, Sewende Verdieping, Visagiestraat 174, Pretoria. (Tel. 325-3740.) (Verw. mej. Erasmus/SV.)

Case 13348/89

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Anastasia Makris**, Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 3 November 1989 the undermentioned property will be sold in execution on 18 January 1994 at 10:00, at the Sinodale Centre, 234 Visagie Street, Pretoria, to the highest bidder:

Erf 609, situate in the township of Sunnyside, Registration Division JR, Transvaal, measuring 1 004 square metres, held by the Defendant under Deed of Transfer T51037/87, known as 134 River Street, Sunnyside, Pretoria.



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

Main building: 95% complete: Lounge/dining-room, three bedrooms, two bathrooms, kitchen, garage; and

(a) Duet-incomplete: Two bedrooms, two bathrooms, kitchen and lounge/dining-room.

(b) Duet-incomplete: Two bedrooms, bathroom, kitchen, lounge/dining-room and garage.

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff, Pretoria Central, Sinodale Centre, 228 Visagie Street, Pretoria.

Signed at Pretoria on this the 22nd December 1993.

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

**Saak 55821/93**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk (Allied Divisie)**, Eiser, en **C. M. Sherwin**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 30 September 1993 en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 19 Januarie 1994 om 10:00, by die kantore van die Balju, Pretoria-Suid, te Strubenstraat 142, Pretoria, aan die hoogste bieder:

Erf 1882, geleë in die dorpsgebied Rooihuiskraal-uitbreiding 18, Registrasieafdeling JR, Transvaal, groot 1 192 (eenduisend eenhonderd twee-en-negentig) vierkante meter, gehou kragtens Akte van Transport T45581/89 (beter bekend as Korhaanstraat 3, Rooihuiskraal-uitbreiding 18).

**Verbeterings:** 'n Staan-teëldakwoning gedeeltelike siersteen met res gepleister en geverf, bestaande uit vyf slaapkamers, sitkamer, twee badkamers, eetkamer en kombuis, vloere is bedek met mat in alle vertrekke behalwe in die kombuis wat novilon het. Buitegeboue: Motorhuis, buite toilet, eiendom omhein met voorafvervaardigde betonmure. Eiser waarborg nie die verbeterings nie.

**Terme:** Die koopprys sal wees 10% (tien persent) daarvan by verkoping en die balans moet binne 14 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

**Voorwaardes:** Die volle voorwaardes van verkoping wat deur die Balju van die Landdroshof van Pretoria-Suid onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantoor van die Balju, Pretoria-Suid, te Strubenstraat 142, Pretoria.

Geteken te Pretoria op 24 Desember 1993.

Tim du Toit & Kie Ing., Prokureurs vir Eiser, Volkskasgebou, 19de Verdieping, Strijdomplein, Pretoria. (Tel. 320-6753.) (Verw. mev. Van Graan/CK.)

**Saak 55045/93**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk (Allied Divisie)**, Eiser, en **Maria Magdalena Schoeman**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 20 September 1993 en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op 20 Januarie 1994 om 10:00, by die kantore van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, hoogste bieder:

1. 'n Eenheid bestaande uit:

(a) Deel 8 soos aangetoon en meer volledig beskryf op Deelplan SS32/1986 (die deelplan) in die gebou of geboue bekend as Weshofwoonstelle waarvan die deel se vloeroppervlakte volgens die genoemde deelplan 42 meter groot is (die deel verbind) (beter bekend as Weshof 8, Kerkstraat 289, Pretoria); en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue, soos getoon en volledig beskryf op die genoemde deelplan (die gemeenskaplike eiendom) toegedeel aan die deel verbind in ooreenstemming met die deelnemingskwota van die deel verbind.

**Verbeterings:** 'n Deeltiteleenheid (woonstel) met slaapkamer, kombuis, woon-sitkamer, badkamer, opwasgeriewe, teël en mat vloere en ingeboude kaste.

Eiser waarborg nie die verbeterings nie.

**Terme:** Die koopprys sal wees 10% (tien persent) daarvan by verkoping en die balans moet binne 14 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

**Voorwaardes:** Die volle voorwaardes van verkoping wat deur die Balju van die Landdroshof van Pretoria-Wes onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantoor van die Balju, Pretoria-Wes, Kamer 607, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

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

Tim du Toit & Kie Ing., Prokureurs vir Eiser, Volkskasgebou, 19de Verdieping, Strijdomplein, Pretoria. (Tel. 320-6753.) (Mev. Van Graan/CK.)

Case 21086/93  
PH 124/S118  
DX 196 JHB

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Paul Perreira Duarte**, Defendant

A sale without reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg, on Thursday, 27 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 1 of Erf 282, Norwood Township, Registration Division IR, Transvaal, being 70 Frances Road, Norwood, measuring 496 square metres.

Improvements described hereunder are not guaranteed.

*Main building:* 496 square metres, entrance-hall, study, lounge, dining-room, family room, three bedrooms, two bathrooms/w.c., upstairs study and patio.

*Outbuildings:* Two garages, servant's room, w.c./shower, swimming-pool and underground cellar.

*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 on this 2nd day of December 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 24312/93  
PH 124/S118  
DX 196 JHB

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Honorine Maxine Gunther**, Defendant

A sale without reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg, on Thursday, 27 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:

Section 23, San Francisco Parktown Township, being 105 San Francisco Flats, 11 Park Lane, Parktown, measuring 99 square metres.

Improvements described hereunder are not guaranteed.

*Main building:* 99 square metres, brick under iron, entrance-hall, lounge, dining-room, bedroom, kitchen and bathroom/w.c.

*Outbuildings:* None.

*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 on this 2nd day of December 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 25665/93  
PH 124/S118  
DX 196 JHB

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Alan John Donaldson**, Defendant

A sale without reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg, on Thursday, 27 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:

Section 23, Hustle Corner, Bellevue East Township, being Unit 23, Hustle Corner, Flat 35, corner of Bezuidenhout and Regent Streets, Bellevue East, measuring 44 square metres.

Improvements described hereunder are not guaranteed.

*Main building:* 44 square metres, lounge/dining-room/bedroom and bathroom/w.c.

*Outbuildings:* None.

*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 on this 2nd day of December 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 19733/92

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

In the matter between **NBS Bank Limited**, formerly trading as Natal Building Society Limited, Plaintiff, and **Stand 2104 Glenvista CC**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg, and writ of execution dated 31 March 1992, the property listed hereunder will be sold in execution on Friday, 21 January 1994 at 10:00, in front of the Magistrate's Court, Johannesburg, Fox Street-entrance, Johannesburg:

*Certain:* Erf 2104, Glenvista Extension 4 Township, Registration Division IR, Transvaal, measuring 1 000 (one thousand) square metres, held by under Deed of Transfer T29374/1991 and situated at 3 Kamstra Street, Glenvista Extension 4, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey residential building of brick walls and tiled roof, consisting of a lounge, dining-room, kitchen, three bedrooms, one and a half bathrooms, shower, two w.c.'s and entrance-hall. The boundary is fenced.

*Terms:*

1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 21% (twenty-one 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 within fourteen (14) days from the date of sale.
2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) plus VAT 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. Mr Johnson/N75653.)

Case 23072/93  
PH 124IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Leon Anton Engelbrecht**, First Defendant, and **Sheryl Lynn Engelbrecht**, Second Defendant

A sale without reserve will be held at the Sheriff's Office, 9 Elna Randhof, corner of Selkirk and Blairgowrie Drives, Blairgowrie, on Tuesday, 18 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 2 of Erf 410, Johannesburg North Township, Registration Division IQ, Transvaal, being 8 Post Office Street, Johannesburg North, measuring 970 square metres.

Improvements described hereunder are not guaranteed.

*Main building:* Lounge, dining-room, family room, three bedrooms, kitchen, bathroom/w.c. and shower/w.c.

*Outbuildings:* Brick roof, garage and shower/w.c.

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

Dated at Johannesburg this 26th 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/pv.)

Case 24316/93  
PH 124IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Bennie Ho Duk**, First Defendant, and **Trevor Collin Plang Sen**, Second Defendant

A sale without reserve will be held at the Sheriff's Office, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on Friday, 21 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:

Erf 41, Atholhurst Township, Registration Division IR, Transvaal, being 42 Dennis Road, Atholhurst, Johannesburg, measuring 2 638 square metres.

Improvements described hereunder are not guaranteed.



*Main building:* 2 638 square metres. Brick under slate, entrance-hall, lounge, dining-room, family room, study, four bedrooms, dressing-room, bathroom/w.c./shower, separate w.c./bathroom and kitchen.

*Outbuildings:* Two garages, three servant's rooms, store-room, swimming-pool, jacuzzi, security and intercom, bar-billiard room, granny flat consisting of bedroom, w.c./shower and bathroom.

*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 7th day of December 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 23073/93  
PH 124**

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Graham John Berkin**, Defendant

A sale without reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg, on Thursday, 27 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:

Unit 11, The Atholls, Elton Hill Extension 3 Township, being 11 The Atholls, Sally's Alley Street, Elton Hill, measuring 53 square metres.

Improvements described hereunder are not guaranteed.

*Main building:* 53 square metres. Lounge, dining-room, bedroom, bathroom/w.c./shower and kitchen.

*Outbuildings:* Garage.

*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 3rd day of December 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 23524/93  
PH 124**

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Pro-Communications Projects CC**, First Defendant, and **Nicolaas Jacobus Bartholomus Basson**, Second Defendant

A sale without reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg, on Thursday, 27 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 1 of Erf 531, Westdene Township, Registration Division IR, Transvaal, being 6B Stafford Street, Westdene, 2092, measuring 640 square metres.

Improvements described hereunder are not guaranteed.

*Main building:* 640 square metres. Lounge, dining-room, study, two bedrooms, two bathrooms, separate w.c. and kitchen.

*Outbuilding:* Carport.

*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 2nd day of December 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 848/93  
PH 124**

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Graeme Woodley Cave**, Defendant

A sale without reserve will be held at the Sheriff's Office, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on Friday, 21 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:

Erf 131, Petervale Township, Registration Division IR, Transvaal, being 71 Cowley Road, Petervale, measuring 3 965 square metres.

Improvements described hereunder are not guaranteed:

*Main Building:* 3 965 square metres, entrance-hall, lounge, dining-room, family room, four bedrooms, bathroom, kitchen and laundry.

*Outbuildings:* Two garages, two servant's rooms, bathroom and w.c.

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

Dated at Johannesburg this 10th day of December 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 24314/93  
PH 124

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Lun Lun Hsu**, Defendant

A sale without reserve will be held at the Sheriff's Office, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on Friday, 21 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 1 of Erf 2, Hurlpark Township, Registration Division IR, Transvaal, being 15A Shrubland Drive, Hurlpark, Johannesburg, measuring 1 983 square metres.

Improvements described hereunder are not guaranteed:

*Main Building:* 1 983 square metres, brick under tile, lounge, dining-room, family room, four bedrooms, dressing room, study, TV-room, two bathrooms/w.c./shower, separate shower and kitchen.

*Outbuildings:* Brick under tile, garage, servant's room, bathroom/w.c./shower and swimming-pool.

*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 13th day of December 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 24834/93  
PH 124

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Zodak Israel Chain**, Defendant

A sale without reserve will be held at the Sheriff's Office, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on Friday, 21 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 1 of Erf 219, Sandown Extension 24, Township, Registration Division IR, Transvaal, being 219 Adrienne Street, Sandown Extension 24, measuring 2 024 square metres.

Improvements described hereunder are not guaranteed:

*Main Building:* 2 024 square metres, entrance-hall, lounge, dining-room, family room, study, kitchen, scullery, pantry, four bedrooms, two bathrooms/w.c. w.c. and patio.

*Outbuildings:* Three garages, two staff rooms, bathroom and w.c.

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

Dated at Johannesburg this 10th day of December 1994.

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 23526/93  
PH 124

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Manuel dos Reis Gil**, Defendant

A sale without reserve will be held at the Sheriff's Office, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on Friday, 21 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:

Erf 124, Benmore Gardens Extension 3 Township, Registration Division IR, Transvaal, being 20 Hollyhock Road, Benmore Gardens Extension 3, measuring 1 091 square metres.

Improvements described hereunder are not guaranteed:

*Main Building:* 1 091 square metres, vacant land.

*Outbuildings:* 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 13th day of December 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 21154/93  
PH 507

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

In the matter between **NBS Bank Ltd**, Plaintiff/Execution Creditor, and **Gutuza, Edias**, 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 18 January 1994 at 10:00, at the offices of the Deputy Sheriff, 9 Elnarandhof, corner of Selkirk and Blairgowrie Drives, Randburg:

Certain Erf 1400, Randparkrif Extension 13 Township, Registration Division IQ, Transvaal, in extent 1 338 (one thousand three hundred and thirty-eight) square metres and held in terms of Deed of Transfer 24816/92, measuring 1 338 (one thousand three hundred and thirty-eight) square metres, situated at 11 Collins Avenue, Randpark Ridge Extension 13, Randburg, 2194.

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

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, 9 Elnarandhof Centre, corner of Selkirk and Blairgowrie Drives, or at the offices of the Plaintiff's/Execution Creditor's Attorneys, Blakes Inc., Seventh Floor, Santambank Building, 81 Rissik Street, Johannesburg.

Signed at Randburg on this the 14th day of December 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 10295/93

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

In the matter between **Sher & Ovsowitz**, Plaintiff, and **Carole Myburgh**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court, granted 2 July 1993 and subsequent warrant of execution, the following property will be sold in execution on 21 January 1994 at 10:00, in front of the Court-house, Fox Street-entrance, namely:

Erf 730, The Hill Extension 6 Township, Registration Division IR, Transvaal, measuring 871 (eight hundred and seventy-one) square metres, held by Deed of Transfer T26858/93, situated in the Township of The Hill Extension 6, also known as 50 Plimlimmon Road, The Hill Extension 6, Johannesburg.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, 100 Sheffield Street, Turffontein, and contain *inter alia* the following provisions:

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

Dated at Johannesburg on this the 23rd day of December 1993.

Sher & Ovsowitz, Second Floor, Fortuna Building, 725 Fourth Street, Wynberg, Sandton, P.O. Box 392020, Bramley. (Docex. 419, Johannesburg.) (Tel. 786-2110.) (Ref. E. Scholtz/cp/2600.)

Case 45124/93

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

In the matter between **NBS Bank Limited**, formerly trading as Natal Building Society Limited, Plaintiff, and **Jane Elizabeth Perkins Ellis**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg, and writ of execution dated 1 July 1993, the property listed hereunder will be sold in execution on Friday, 21 January 1994 at 10:00, in front of the Magistrate's Court, Johannesburg, Fox Street entrance, Johannesburg:

Certain Section 19 as shown and more fully described on Sectional Plan SS148/85, in the building or buildings known as Woodrich Court, situated at Johannesburg Township, Local Authority of Johannesburg, together with an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan and held under Certificate of Registered Sectional Title ST148/85 (19) (Unit) and situated at Woodrich Court, 91 Juta Street, Braamfontein, Johannesburg.



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

A simplex flat comprising a lounge, bedroom, bathroom, w.c. and kitchen.

*Terms:*

1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 16% (sixteen 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 within 14 (fourteen) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) plus Value-Added Tax 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. Mr Johnson/N79477.)

**Case 88762/93**

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

In the matter between **NBS Bank Limited**, formerly trading as Natal Building Society Limited, Plaintiff, and **Seton Henry Elsley**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg, and writ of execution dated 5 November 1993, the property listed hereunder will be sold in execution on Friday, 21 January 1994 at 10:00, in front of the Magistrate's Court, Johannesburg, Fox Street entrance, Johannesburg:

Certain Erf 105, Berario Township, Registration Division IQ, Transvaal, measuring 1 517 (one thousand five hundred and seventeen) square metres, held under Deed of Transfer T23036/86, and situated at 255 Louisiana Street, Berario, Johannesburg.

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

A single storey residential building of brick walls and tiled roof, consisting of a lounge, dining-room, study, kitchen, three bedrooms, two bathrooms, two showers and three w.c.'s, outbuildings consist of a double carport, servant's quarter and w.c., other improvements consist of a pool and braai area.

The boundary has brick walls.

*Terms:*

1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 18% (eighteen 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 within 14 (fourteen) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) plus Value-Added Tax 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 Magistrate's 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. Mr Johnson/N80356.)

**Case 21915/93  
PH 267**

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Simpson David**, First Defendant, and **Simpson Angela**, 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, Krugersdorp at 22B Ockerse Street, Krugersdorp, on Wednesday, 19 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, Krugersdorp at 22B Ockerse Street, Krugersdorp:

Erf 3416, Noordheuwel Extension 4 Township, Registration Division IQ, Transvaal, measuring 954 m<sup>2</sup>, held by the Defendants under Deed of Transfer T33921/1992, being 18 Libertas Street, Noordheuwel Extension 4.

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

The dwelling consists of lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen and shower.

*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 14th day of November 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Z74654/FCLS/WR/Mr Brewer/djl.) (Account No. Z74654.)

Case 9703/91  
PH 267

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, Plaintiff, and **Allela Elizabeth Vermaak**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by Sheriff for the Supreme Court, Potchefstroom at the main entrance to the Magistrate's Court, Van Riebeeck Street, Potchefstroom, 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 offices of the Sheriff for the Supreme Court, Potchefstroom, 195 Kerk Street, Potchefstroom.

Erf 288, Van der Hoffpark Extension 5, Registration Division IQ, Transvaal, measuring 1 728 m<sup>2</sup>, held by the Defendant under Deed of Transfer T23051/1987, being 41 Chopin Street, Van der Hoffpark, Potchefstroom.

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

The dwelling consists of entrance hall, bar, lounge, dining-room, kitchen, family room, scullery, laundry, four bedrooms, shower/w.c., two bathrooms/w.c., snooker room, strong room, dressing room, double garage, servant's room, shower/w.c. and store-room.

*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 5th day of November 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Z23760/FCLS/WR/Mr Brewer/djl.) (Account No. Z23760.)

Case 12479/93  
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), formerly known as Allied Bank Limited, and prior to that Allied Building Society, Plaintiff, and **4 Royce Road CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by Sheriff for the Supreme Court, Sandton at 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on Friday, 21 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, Sandton, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg:

Erf 4, Meadowhurst Township, Registration Division IR, Transvaal, measuring 1 117 m<sup>2</sup>, held by the Defendant under Deed of Transfer T20009/1991, being 4 Royce Road, Meadowhurst, Randburg.

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

The dwelling consists of an entrance hall, lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen, single garage and store-room.

*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 13th day of December 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Mr. Georgiades/RdS.) (Account No. I67241.)

Case 19053/93  
PH 507IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **NBS Bank Ltd**, Plaintiff/Execution Creditor, and **Gutuza, Edias**, 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 18 January 1994 at 10:00, at the offices of the Deputy Sheriff, 9 Elnarandhof, corner of Selkirk and Blairgowrie Drive, Randburg.

*Certain:* Section 6 as shown and more fully described on Sectional Plan SS78/81 in the scheme known as Hillside Close in respect of the land and building or buildings situated at Windsor Township, Randburg Local Authority, of which section the floor area, according to the said sectional plan is 200 (two hundred) 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 ST392/93.

*Measuring:* 1 498 (one thousand four hundred and ninety-eight) square metres.

*Situated at:* 6 Helen Street, Cresta Extension 1, Randburg, 2194.

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

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, 9 Elnarandhof Centre, corner of Selkirk and Blairgowrie Drive or at the offices of the Plaintiff's/Execution Creditor's attorneys, Blakes Incorporated, Seventh Floor, Santambank Building, 81 Rissik Street, Johannesburg.

Signed at Randfontein on this the 14th day of December 1993.

J. S. de Vos, for Blakes Incorporated, Attorney for Plaintiff/Execution Creditor, Seventh Floor, Santambank Building, 81 Rissik Street, Johannesburg. (Ref. J. S. de Vos/CB.)

Case 1334/93  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Steyl Cornelius Tobias**, First Defendant, and **Steyl Laetitia**, 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, 20 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, Johannesburg, at 131 Marshall Street, Johannesburg:

Erf 2515, Newlands Township, Johannesburg, Registration Division IQ, Transvaal, measuring 248 m<sup>2</sup>, held by the Defendants under Deed of Transfer T22949/1990, being 36 Oosthuizen Street, Newlands, Johannesburg.

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, single garage and servant's quarters.

*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. Z58360/Ms. Erasmus/hs.)

Case 22326/93  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Hyde Gerald Sydney**, First Defendant, and **Hyde Beverley Lyn**, 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, 20 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, Johannesburg, at 131 Marshall Street, Johannesburg:

Section 1 as shown and more fully described on Sectional Plan SS12/1986, in the building or buildings known as Bouquet Terrace, situated at Rosettenville Township, in the area of the Johannesburg Local Authority, measuring 141 m<sup>2</sup>, held by the Defendants under Certificate of Registered Sectional Title ST13/1986(1)(Unit), being Flat 105B, Bouquet Street, Rosettenville.



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. 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. Z73832/Ms. Erasmus/hs.)

Case 22632/92  
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 **Van Schalkwyk Gerrit Stephanus**, 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, Overvaal, 28 Kruger Avenue, Vereeniging 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging:

Section 4, as shown and more fully described on Sectional Plan SS54/86 in the building or buildings known as Livingstone Village, situated at Erf 1373, Vereeniging Township, measuring 139 m<sup>2</sup>, held by the Defendant under Certificate of Registered Sectional Title ST8893/1992, being 4 Livingstone Village, Livingstone Avenue, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, bathroom/w.c., separate w.c., three bedrooms and servants' room.

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

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

Dated at Johannesburg this 5th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z53454/FCLS/WR/Mr. Brewer/djl.) (Account. Z53454.)

Case 23379/93  
PH 267

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

In the matter between **ABSA Bank Limited** Allied Bank Division), Plaintiff, and **Memela Lizo Wilmoth**, 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 Magistrates' Courts Office, Van Riebeeck Street, Westonaria, on Friday, 21 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 Westonaria, First Floor, Barkley Centre, Edwards Avenue, Westonaria:

Erf 1068, Lenasia South Extension 1 Township, Registration Division IQ, Transvaal, measuring 1123 m<sup>2</sup>, held by the Defendant under Deed of Transfer T50627/91, being 1068 Howick Avenue, Lenasia South Extension 1 Lenasia.

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, two bathrooms/w.c., kitchen, double garage, servant's room and shower/w.c.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or 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. (Tel. 836-5251.) (Ref. Z75434/FCLS/Mr. Brewer/lp.)

Case 6694/93  
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 **Smit, Graig**, First Defendant, and **Smit, Nadine Kim**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 18 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, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg.

Portion 1 of Erf 2624, Randpark Ridge Extension 34 Township, Registration Division IQ, Transvaal, measuring 750 m<sup>2</sup>, held by the Defendants under Deed of Transfer T42855/90, being 8 Jackson Street, Randpark Ridge Extension 34, Randburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen 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 30th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Erasmus/cvdn.) (Account No.: Z65674.)

Case 22324/93  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Gulston, Philip Michael**, 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, 20 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, Johannesburg, at 131 Marshall Street, Johannesburg:

Section 45, as shown and more fully described on Sectional Plan SS105/1981 (the sectional plan), in the building or buildings known as Queen Anne, situated at Johannesburg Township, Local Authority of Johannesburg, measuring 51 m<sup>2</sup>, held by the Defendant under Certificate of Registered Sectional Title ST105/1981(45)(Unit), being 501 Queen Anne, Unit 45, Bruce Street, Hillbrow.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, bedroom, bathroom/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 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. Z73669/Ms Erasmus/hs.)

Case 34823/93  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Vos, Andre**, First Defendant, and **Vos, Marita**, 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, 20 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, Johannesburg, at 131 Marshall Street, Johannesburg.

Erf 796, Johannesburg Township, Registration Division IQ, Transvaal, measuring 496 m<sup>2</sup>, held by the Defendants under Deed of Transfer T49391/1991, being 34 Du Preez Street, Newlands, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, bathroom/w.c., dining-room, kitchen, lounge 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 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. Z62393/Ms Erasmus/hs.)

Case 19102/92  
PH 267

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Murray's Trust CC**, First Defendant, and **Murray, James Henry**, Second Defendant, and **Murray, Anna Chaterina Elizabeth Christina**, 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, 20 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, Johannesburg, at 131 Marshall Street, Johannesburg:

Remaining Extent of Erf 44, Alan Manor Township, Registration Division IQ, Transvaal, measuring 3 741 m<sup>2</sup>, held by the Defendants under Deed of Transfer T15930/91, being 10 Colworth Avenue, Alan Manor, 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, family room, three bedrooms, bathroom/w.c., bathroom/shower, separate w.c., kitchen, scullery, pantry, single garage, three servants' rooms, shower/w.c., carport 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 25th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z50529/Ms Erasmus/hs.)

Case 3433/93  
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 **Van Wyk Lorna Pearl**, First Defendant, and **Sampson Joseph**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 20 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, Overvaal, 28 Kruger Avenue, Vereeniging:

3405 Ennerdale, Extension 3 Township, Registration Division IQ, Transvaal, measuring 1 823 square metres, held by the Defendants under Deed of Transfer T7182/1992, being 14 First Avenue, Ennerdale.

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

The dwelling consists of lounge, dining-room, three bedrooms, kitchen, store-room, laundry and two bathrooms/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 22nd day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account Z64066.) (Ref. Ms. Erasmus/cvdm); Or refer to: Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400.) (Ref. Mr Bouwman.)



Case 19302/93  
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 **Joubert Pieter Cornelius Jacobus**, First Defendant, **Joubert Sophia Elizabeth Fredrika**, Second Defendant, **Joubert Casper Jeremiah**, Third Defendant, and **Joubert Elizabeth Hermina**, Fourth Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 18 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, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 254, Jukskeipark Township, Registration Division IQ, Transvaal, measuring 1 896 square metres, held by the Defendants under Deed of Transfer T67972/91, being Stand 254, Mangaan Avenue, Jukskei Park.

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/w.c., kitchen, separate w.c./bathroom/shower, 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 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 30th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account Z64802.) (Ref. Ms. Erasmus/cvdm.)

Case 22337/93  
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 **Halliday Karl**, First Defendant, and **Bain Joanne Teresa**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 18 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, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Portion 12 of Erf 802, Sundowner Extension 21 Township, Registration Division IR, Transvaal, measuring 478 square metres, held by the Defendants under Deed of Transfer T11804/92, being Portion 12 of Erf 802, Aquarius Crescent, Sundowner Extension 21.

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

The dwelling consists of lounge, dining-room, three bedrooms, one and a half bathrooms, kitchen 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 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 30th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account Z74492.) (Ref. Ms. Erasmus/cvdm.)

Case 9536/93  
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 **Shanks Malcolm John**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 18 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, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 509, Jukskei Park Township, Registration Division IQ, Transvaal, measuring 3 090 square metres, held by the Defendant under Deed of Transfer T23908/1975, being 27 Chrisoliet Street, Jukskei Park.

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, three bedrooms, bathroom/w.c., bathroom/shower/w.c., kitchen, scullery, patio, four garages, servant's room, shower/w.c., studio, playroom 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 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 30th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account Z67416.) (Ref. Ms. Erasmus/cvdm.)

Case 22321/93  
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 **Oosthuizen Alan Ockert**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 18 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, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 148, Norscot Extension 3 Township, Registration Division IR, Transvaal, measuring 1 566 square metres, held by the Defendants under Deed of Transfer T6587/90, being 5 Pipers Road, Norscot Extension 3.

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

The dwelling consists of lounge, dining-room, study, kitchen, two bedrooms, bathroom/w.c./shower, w.c./shower 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 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 30th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account Z74690.) (Ref. Ms. Erasmus/cvdm.)

Case 19563/93  
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 **Johnson Keith Dennis**, First Defendant, and **Johnson Jean Marlene**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 18 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, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 436, Bromhof Extension 11 Township, Registration Division IQ, Transvaal, measuring 964 square metres, held by the Defendants under Deed of Transfer T18606/90, being 436 Barbara Street, Bromhof Extension 11.

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

The dwelling consists of lounge, dining-room, study, three bedrooms, bathroom/w.c., shower/w.c., kitchen, double garage, servant's room and shower/w.c.

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

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 30th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account Z73511.) (Ref. Ms. Erasmus/cvdm.)

Case 25382/90  
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 **Van der Merwe Rodney Andre Armstrong**, First Defendant, and **Van der Merwe Berlin Jocelyn**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 20 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, Overvaal, 28 Kruger Avenue, Vereeniging:

Portion 87 of Erf 5447, Ennerdale Extension 9 Township, Registration Division IQ, Transvaal, measuring 450 square metres, held by the Defendants under Deed of Transfer T42020/1988, being 87/5447 Ennerdale Extension 9, Vereeniging.

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

The dwelling consists of lounge, three bedrooms, bathroom, separate w.c./shower and kitchen.

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

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

Dated at Johannesburg this 22nd day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account Z23473.) (Ref. Ms. Erasmus/cvdm); Or refer to: Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400.) (Ref. Mr Bouwman.)



Case 21041/93  
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 **Cloete Geoffrey Oswald**, First Defendant, and **Cloete Ilona Yvette**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 20 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, Overvaal, 28 Kruger Avenue, Vereeniging:

Portion 66 of Erf 5399, Ennerdale Extension 9 Township, Registration Division IQ, Transvaal, measuring 568 square metres, held by the Defendants under Deed of Transfer T15043/90, being 66 Katz Road, Odin, Ennerdale.

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 and bathroom/w.c.

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

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

Dated at Johannesburg this 22nd day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account Z73689.) (Ref. Ms. Erasmus/cvdm); *Or refer to:* Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400.) (Ref. Mr Bouwman.)

Case 8992/92

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

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Van Breda Derek**, 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 Johannesburg, 131 Marshall Street, Johannesburg, on Thursday, 20 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 Sectional Title Unit 9, Ongar Court, as shown and more fully described on Sectional Plan SS33/79, Local Authority of Johannesburg.

**Area:** 103 square metres.

**Situation:** Flat 23, Ongar Court, Eksteen Street, Bellevue East, Johannesburg.

**Improvements** (not guaranteed): Sectional title unit consisting of two bedrooms, bathroom, toilet, open plan lounge and dining-room, kitchen, back verandah and balcony, garage, sand and stone driveway.

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

Dated at Johannesburg on the 3rd day of December 1994.

P. le Mottee, for Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. Mr P. le Mottee/S2952.)

Case 7243/93

## 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 **Gert van Deventer Linde**, First Defendant, and **Lizette Amanda Linde**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 25 November 1993, the following property will be sold in execution on 26 January 1994 at 10:00, at the office of the Sheriff for Krugersdorp Magisterial District, Klabburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, viz:

Erf 142, Burgershoop Township, Registration Division IQ, Transvaal, in extent 372 (three hundred and seventy-two) square metres, held by the Defendants under Deed of Transfer T57097/1991, known as 10 Job Street, Burgershoop, Krugersdorp.

Upon which is erected a detached single story dwelling under iron roof consisting of two bedrooms, bathroom, kitchen, dining-room and lounge. The outbuildings comprise a single garage.

No guarantee is however given in respect of the foregoing description.

**Terms:** R5 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 Krugersdorp Magisterial District at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building 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 Krugersdorp Magisterial District, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp, and at the offices of the Plaintiff's Attorneys.

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

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

Case 17719/92  
PH 267

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, Plaintiff, and **Goba Dennis**, First Defendant, and **Goba Ethel Sonono**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff for the Supreme Court, Pretoria South, at 142 Struben Street, Pretoria, on Wednesday, 19 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, Pretoria, at Messcor House, 30 Margaret Street, Riverdale, Pretoria:

Erf 1301, Noordwyk Extension 16 Township, Registration Division JR, Transvaal, measuring 1 005 m<sup>2</sup>, held by the Defendants under Deed of Transfer T3241/92, being 1301 Poplar Street, Noordwyk.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom/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 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 (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 30th 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. Z53247.)

Case 24010/93  
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 **Pretorius Gerhardus Petrus Albertus**, First Defendant, and **Pretorius Gerhardus Petrus Albertus**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 18 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, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 671, Olivedale Extension 3, Registration Division IR, Transvaal, measuring 950 m<sup>2</sup>, held by the Defendants under Deed of Transfer T58998/92, being 29 Amsterdam Drive, Olivedale Extension 3.

The following information is furnished *re* the improvements, through in this respect nothing is guaranteed: The property is a vacant stand.

**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 (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 30th 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. Z75236.)

**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 **Cradock Avenue No. 4 CC**, 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, at 10:00 on 20 January 1994, 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 2047, Parkhurst Township, Registration Division IR, Transvaal.

*Area:* 495 square metres.

*Situation:* 35 Fourth Street, Parkhurst, Johannesburg.

*Improvements* (not guaranteed): A house under iron roof consisting of three bedrooms, two and a half bathrooms, kitchen, lounge, dining-room, servant's quarters and ablutions 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 8th day of December 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 7153-099.)

Case 8425/93

**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 **John Dudley Dickson**, First Defendant, and **Ingrid Patricia Dickson**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, at 10:00 on 20 January 1994, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

*Certain:* Portion 1 of Erf 356, Bramley Township, Registration Division IR, Transvaal.

*Area:* 1 487 square metres.

*Situation:* 76 Linden Road, Bramley, Johannesburg.

*Improvements* (not guaranteed): A house under tiled roof consisting of three bedrooms, three bathrooms, kitchen, lounge, dining-room, study room, garage, swimming-pool, servant's quarters and ablutions with wooden 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 8th day of December 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 7153-076.)

Case 00441/92

**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 **Stand 233 Berea CC**, 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, at 10:00 on 20 January 1994, 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 233, Berea Township, Registration Division IR, Transvaal.

*Area:* 495 square metres.

*Situation:* 26 Olivia Road, Berea, Johannesburg.

*Improvements* (not guaranteed): A vacant stand.

*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 9th day of December 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 7153-067.)

**Saak 1415/93**

**IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP**

**In die saak tussen Saambou Bank Beperk, Eiser, en K. L. Malindi, Verweerder**

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 26 Maart 1993, sal die ondervermelde eiendom op 19 Januarie 1994 om 10:00 aan die hoogste bieder by die kantore van die Balju te Klaburnhof, Ockersestraat 22B, Krugersdorp, verkoop word:

Erf 13843, Kagiso-uitbreiding 8, Registrasieafdeling IQ, Transvaal. Groot: 452 (vierhonderd twee-en-veertig). Ook bekend as Erf 13843, Kagiso-uitbreiding 8, Krugersdorp.

*Voorwaardes van die verkoop:*

1. Die verkoping sal onderhewig wees aan:

Die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig.

Die voorwaardes van die Sertifikaat van Geregistreerde Huurpag TL11433/1990.

Die volledige verkoopvoorwaardes; en sal verkoop word aan die hoogste bieder.

Die volgende verbeteringe is op die eiendom aangebring:

Enkelverdieping met sitkamer, badkamer, drie slaapkamers, gang, kombuis. Gevestigde tuin, omheining, dak, mure en vensters.

3. *Terme:*

10% (tien persent) van die koopprijs sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 18,75% (agtien komma sewe vyf persent), welke rente bereken moet word op die eisbedrag van die Skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of bouverenigingwaarborg of ander aanneembare waarborg gelewer te word aan die Balju, 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju te Klaburnhof, Ockersestraat 22B, Krugersdorp.

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

W. C. J. van Rensburg, vir Van Rensburg & Cilliers, Eerste Vloer, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026.) (Verw. WVR/LF/IS1672/S213.)

**Saak 6943/93**

**IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP**

**In die saak tussen NBS Bank Beperk (Reg. No. 87/01384/06), Eiser, en F. L. T. Mgedezi, Verweerder**

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde hof op 9 November 1993, sal die ondervermelde eiendom op 19 Januarie 1994 om 10:00, aan die hoogste bieder by die kantore van die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp, verkoop word:

Erf 9648, Kagiso-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 296 (twee nege ses) vierkante meter, ook bekend as Erf 9648, Kagiso, Krugersdorp.

*Voorwaardes van die verkoop:*

1. Die verkoping sal onderhewig wees aan:

— Die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig.

— Die voorwaardes van die Sertifikaat van Geregistreerde Huurpag TL27078/1989.

— Die volledige verkoopvoorwaardes;

en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring: Enkelverdieping met sitkamer, gesinskamer, badkamer, drie slaapkamers, gang en kombuis. Gevestigde tuin, omheining, dak, mure en vensters.

3. *Terme:* 10% (tien persent) van die koopprijs sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 16% (sestien persent) welke rente bereken moet word op die eisbedrag van die skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of bouverenigingwaarborg of ander aanneembare waarborg gelewer te word aan die Balju 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 29ste dag van November 1993.

Willem C. J. van Rensburg, vir Van Rensburg & Cilliers, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026) (Verw. WVR/LF/IN1673/N235.)

## IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **Q. C. Matlanyane**, Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde hof op 23 Junie 1993, sal die ondervermelde eiendom op 19 Januarie 1994 om 10:00, aan die hoogste bieder by die kantore van die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp, verkoop word:

Erf 9767, Kagiso, Registrasieafdeling IQ, Transvaal, groot 324 (driehonderd vier-en-twintig) vierkante meter, ook bekend as Erf 9767, Kagiso, Krugersdorp.

*Voorwaardes van die verkoop:*

1. Die verkoping sal onderhewig wees aan:

— Die bepalinge van die Wet op Landdroshofe en die regulasies daarkragtens uitgevaardig.

— Die voorwaardes van die Sertifikaat van Geregistreerde Huurpag.

— Die volledige verkoopvoorwaardes;

en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring: Enkelverdieping met sitkamer, badkamer, drie slaapkamers, gang en kombuis. Gevestigde tuin, omheining, dak, mure en vensters.

3. *Terme:* 10% (tien persent) van die koopprijs sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 16% (sestien persent) welke rente bereken moet word op die eisbedrag van die skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of bouverenigingwaarborg of ander aanneembare waarborg gelewer te word aan die Balju 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp.

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

Willem C. J. van Rensburg, vir Van Rensburg & Cilliers, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026) (Verw. WVR/LF/N211.)

Saak 6706/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **N. V. Zokwe**, Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde hof op 29 Oktober 1993, sal die ondervermelde eiendom op 19 Januarie 1994 om 10:00, aan die hoogste bieder by die kantore van die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp, verkoop word:

Erf 12199, Kagiso-uitbreiding 6, Registrasieafdeling IQ, Transvaal, groot 468 (vierhonderd ses-en-tagtig) vierkante meter, ook bekend as 12199 Kagiso-uitbreiding 6, Krugersdorp.

*Voorwaardes van die verkoop:*

1. Die verkoping sal onderhewig wees aan:

— Die bepalinge van die Wet op Landdroshofe en die regulasies daarkragtens uitgevaardig.

— Die voorwaardes van die Sertifikaat van Geregistreerde Huurpag TL34304/1989.

— Die volledige verkoopvoorwaardes;

en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring: Enkelverdieping met sitkamer, badkamer, drie slaapkamers, gang en kombuis. Gevestigde tuin, omheining, dak, mure en vensters.

3. *Terme:* 10% (tien persent) van die koopprijs sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 18% (agtien persent) welke rente bereken moet word op die eisbedrag van die skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of bouverenigingwaarborg of ander aanneembare waarborg gelewer te word aan die Balju 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 20ste dag van Desember 1993.

W. C. J. van Rensburg, vir Van Rensburg & Cilliers, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026) (Verw. WVR/LF/N234.)

## Case 1913/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mason Elvis Walters**, First Defendant, and **Belinda Racheal Walters**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Westonaria, District of Westonaria and writ of execution dated 8 November 1993, the property listed hereunder will be sold in execution, on 21 January 1994 at 10:00, in front of the Magistrate's Court, President Steyn Street, Westonaria, to the highest bidder:

Erf 1307, Lawley Extension 1 Township; Registration Divison IQ, Transvaal, in extent 406 square metres, held by Deed of Transfer T4239/1991, situated at 1307 Musselcracker Street, Lawley Extension 1.

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

Single storey dwelling under tiled roof comprising lounge, kitchen, three bedrooms, one and a half bathroom and two toilets.

*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, First Floor, Barclay Center, Edwards Avenue, Westonaria. A substantial building society loan can be raised for an approved purchaser with prior approval.

Dated at Westonaria on this 14th day of December 1993.

S. W. Kruger, for Truter Crous Wiggill & Vos, United Building, 88 Briggs Street, Westonaria. (Tel. 753-1188) (Ref. Mr Kruger/eb/NC46.)

---

## KAAP • CAPE

---

## Case 10557/93

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

In the matter between **ABSA Bank Limited**, United Bank Division, Execution Creditor, and **John Henry David Mars**, First Execution Debtor, and **Maukeen Dolores Mars**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 7 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 Kuils River, to the highest bidder on 13 January 1994 at 09:00:

Erf 3503, Blue Downs, in the Local Area of Blue Downs, Stellenbosch Division, in extent 328 (three hundred and twenty-eight) square metres.

*Street address:* 11 Jasmine Street, Hillcrest, Blue Downs.

*Conditions of sale:*

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Three bedrooms, lounge, kitchen, 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, 29 Norumberland Street, Bellville.

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 14th day of December 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

## Case 6687/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UITENHAGE HELD AT UITENHAGE

In the matter between **Nedcor Bank Ltd**, formerly Nedperm Bank Ltd, formerly South African Permanent Building Society, Execution Creditor, and **D. S. Muller**, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 9 September 1992 and in pursuance of an attachment in execution, dated 16 November 1993 a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 13 January 1994 at 11:00, of the following immovable property situated at 51 Volstruis Street, Rosedale, Uitenhage:

*Zoned:* Residential.



Being Erf 9832, Uitenhage, in the Municipality and Division of Uitenhage,, in extent 325 square metres, held by Denver Shaun Muller, under Deed of Transfer T27978/90, and subject to the conditions referred to therein.

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

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

*Terms:* 10% (ten per cent) of the purchase price and 4% (four per cent) Sheriff's (auctioneer's) charges in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 7th day of December 1993.

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

**Case 4649/93**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

**ABSA Bank Limited**, trading as United Bank, *versus* **Colin John Peter Kerwin**

The following property will be sold in execution by public auction held at 11 Crane Street, Flamingovlei, to the highest bidder on 20 January 1994 at 14:00:

Erf 8910, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 726 (seven hundred and twenty-six) square metres, held by Deed of Transfer T49540/90, situated at 11 Crane Street, Flamingovlei, Table View.

*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, Levco, First Floor, NBS Building, Church Street, Bellville.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge/dining-room, three bedrooms, kitchen, bathroom/toilet, shower/toilet, double garage and swimming-pool.

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 cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 2nd day of December 1993.

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

**Case 20277/93**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Elsie Japhta**, Defendant

In the above matter a sale will be held on Thursday, 20 January 1994 at 10:00, at the Wynberg, Magistrate's Court, Church Street, Wynberg, being Erf 29864, Mitchell's Plain, in the Municipality of Cape Town, Cape Division, measuring 157 square metres, also known as 45 Triumph Street, Beacon Valley, Mitchells Plain.

*Conditions of sale:*

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

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

3. The following improvements are on the property (although nothing in this respect is guaranteed): A semi-detached brick dwelling with a tile roof, comprising of three bedrooms, lounge, bathroom, toilet and kitchen.

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

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

**Case 30779/93**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **ABSA Bank Limited**, trading as **United Bank**, Plaintiff, and **Vivian Garnett van der Westhuizen**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 27 January 1994 at 10:30:

A unit consisting of section 10 as shown and more fully described on Sectional Plan SS346/92, in the scheme known as Kings Road Flats, in respect of the land and building or buildings situated at Brooklyn, in the Municipality of Cape Town, of which the floor area, according to the said sectional plan, is 67 (sixty-seven) 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 endorsed on the said sectional plan, held under Deed of Transfer ST1451/1993, also known as 10 Kings Road Flats, Kings Road, Brooklyn.

*Conditions:*

1. The following information is furnished, but not guaranteed: Sectional title dwelling with bedroom, lounge, kitchen and bathroom/toilet.

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

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

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

Dated at Cape Town this 8th day of December 1993.

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

**Case 31841/92**

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Plaintiff, and **Clive Henry Heyns and Patricia Heyns**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 25 January 1994 at 12:30:

Erf 19364, Cape Town at Rugby, in the Municipality of Cape Town, Cape Division, in extent 715 square metres, also known as 14 Hussar Street, Rugby.

*Conditions:*

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

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

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

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

Dated at Cape Town this 8th day of December 1993.

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

**Case 7620/90**

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Anthony Merwyn Heldsinger**, Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the Magistrate's Court, van Riebeeck Road, Kuils River, on Thursday, 20 January 1994 at 09:30, namely:

Erf 3785, Blue Downs, situated in the Local Area of Blue Downs, Stellenbosch Division, in extent 323 (three hundred and twenty-three) square metres, held by Deed of Transfer T73760/1988 dated 15 December 1988, commonly known as 10 Saaiman Avenue, Hillcrest, Blue Downs, which property is said, without warranty as to the correctness thereof, to comprise of three bedrooms, bathroom, toilet, kitchen, lounge and tiled roof.

*Conditions of sale:*

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

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The following improvements are on the property: Three bedrooms, bathroom, toilet, kitchen and lounge and tiled roof.

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, and at the offices of the undersigned.

Dated at Cape Town this 19th day of November 1993.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. P. Waters/jm20493.)

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

In the matter between **L. I. Smith**, Plaintiff, and **Esmond Alexander**, Defendant

In the above matter a sale will be held on Monday, 24 January 1994 at 14:00, at 61 Carlier Crescent, Penlyn Estate, the site being:

Erf 41415, Cape Town, at Athlone, in the Municipality of Cape Town, Cape Division, measuring five hundred and ninety-seven (597) square metres.

*Conditions of sale:*

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

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): Consisting of brick walls under a tiled roof, lounge, kitchen, five bedrooms, bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg, and at the offices of the undersigned.

Dated at Grassy Park this 12th day of November 1993.

E. W. Domingo & Associates, Plaintiff's Attorneys, Grassy Park Shopping Centre, Victoria Road, Grassy Park. [Tel. (021) 706-2873/4/5.]

## Case 14249/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD

**ABSA Bank Limited**, trading as Allied Bank, *versus* **Louise Jeanette du Toit**

The following property will be sold in execution by public auction held at 17 Blinkwater Crescent, Edgemoor, Goodwood, to the highest bidder on 20 January 1994 at 11:00:

Erf 29378, Goodwood, in the Municipality of Goodwood, Cape Division, in extent 326 (three hundred and twenty-six) square metres, held by Deed of Transfer T43774/87, situated at 17 Blinkwater Crescent, Edgemoor, Goodwood.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will 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 brick walls, lounge, kitchen, two bedrooms, bathroom and garage.

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 cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 2nd day of December 1993.

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

## Case 20196/93

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

In the matter between **First National Bank of SA Limited**, Execution Creditor, and **Saait Galant**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Wynberg, and writ of execution dated 14 July 1993 the following property will be sold in execution on Thursday, 27 January 1994 at 12:00, to the highest bidder at 10-10A Fourth Avenue, Sherwood Park:

Certain Erf 96, Sherwood Park, in the Municipality of Cape Town, Cape Division, measuring 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T25325/1977, also known as 10-10A Fourth Avenue, Sherwood Park, consisting of double storey building under corrugated iron roof, consisting of two shops at the bottom and apartments upstairs.

*Conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per cent) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantees to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Wynberg this 7th day of December 1993.

Buchanan Boyes Thompson Smithers Inc., Attorney for Execution Creditor, 1 Cornwall Place, Wynberg.



Case 22020/92

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

**ABSA Bank Limited**, trading as United Bank Limited, *versus* **Samuel Jakobus Scheffer** and **Cheryl Darlene Scheffer**

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 39 Banjo Walk, Belhar, on Tuesday, 23 November 1994 at 11:00:

Erf 18198, Bellville, in the Local Area of Belhar, in extent 425 (four hundred and twenty-five) square metres, held by Deed of Transfer T11200/92 and situated at 39 Banjo Walk, Belhar, 7490.

*Conditions of sale:*

1. The full conditions of sale will be read out 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, w.c. and single garage.

3. *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 full balance thereof together with interest at the rate of 16% (sixteen per cent) 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.

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

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

G. Visser, for Malan Laàs & Scholtz, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SPW14564.)

Case 14992/93

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

**Nedcor Bank Limited** *versus* **Mogamat Sedick Davids**, married in community of property to **Moeridah Davids**

*The property:* Erf 536, Mandalay, in the Local Area of Mandalay, Divison of Cape, in extent 523 square metres, situated at 2 Louw Close, Mandalay.

*Improvements* (not guaranteed): Single dwelling built with bricks under a tiled roof consisting of approximately four bedrooms, kitchen, lounge, toilet/bathroom, double garage and en suite.

*Date of sale:* 20 January 1994 at 10:00.

*Place of sale:* Magistrate's Court, Wynberg.

*Material conditions:* The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per centum) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Wynberg.

Dated at Mitchells Plain the 8th day of December 1993.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

Case 14274/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Willem Gertse**, Judgment Debtor

In pursuance of a judgment granted by the Mitchells Plain Magistrate's Court, on 24 August 1993, the following property will be sold in execution by public auction held at Mitchells Plain Court, to the highest bidder on 25 January 1994 at 10:00:

*Description:* Erf 8249, Mitchells Plain in the Municipality of Cape Town, Cape Division, in extent 192 (one hundred and ninety-two) square metres.

*Postal address:* 40 Blombos Street, Lenteguur.

*Improvements:* Dwelling: Two bedrooms, bathroom, kitchen and lounge.

Held by Deed of Transfer T70399/90.

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

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 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. W51329/HVN/Mrs Wolmarans.)

Case 2620/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

**ABSA Bank Limited, trading as Allied Bank versus Percy Cloete and Magdalene Cloete**

The following property will be sold in execution by public auction held at 9 Comet Way, Ocean View, Fish Hoek, to the highest bidder, on 19 January 1994 at 09:00:

Erf 1361, Ocean View, situated in the Local Area of Ocean View, Cape Division, in extent 189 (one hundred and eighty-nine) square metres, held by Deed of Transfer T10629/87, situated at 9 Comet Way, Ocean View, Fish Hoek.

*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: Three bedrooms, toilet/shower, downstairs, open plan lounge/dining-room, kitchen, toilet and garage.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchase, 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 9th day of December 1993.

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

Case 16639/92

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

In the matter between **First National Bank Limited**, Judgment Creditor, and **Sebenzile Oliver Memani**,  
First Judgment Debtor, and **Eleanor Pamela Ngcime**, Second Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Mitchells Plain, on 26 April 1993, in the above matter, a sale will be held in front of the Magistrate's Court, Wynberg, on 18 January 1994 at 14:00, of the following immovable property which is hereby sold in execution:

Erf 18512, Khayelitsha, situated under the jurisdiction of the City Council of Lingeletu West, Administrative District of the Cape, measuring four hundred and five (405) square metres, held by Certificate of Ownership TE6055/1992, also known as 23 Mzini Walk, Bongweni, Khayelitsha, comprising of single dwelling, brick walls under an asbestos tiled roof consisting of three bedrooms, kitchen, dining-room, toilet and bathroom.

*Conditions of sale:*

1. The sale shall be 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 purchaser, subject to the provisions of section 66 of the above act.

2. One tenth of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the rule building society rate to be paid against transfer and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

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

Dated at Mitchells Plain this 2nd day of December 1993.

Parker & Parker, Attorneys for Judgment Creditor, Suite 2, Logday House, Polka Place, Town Centre, Mitchells Plain.  
(Ref. R. Parker/cw.)

Case 2646/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD

**ABSA Bank Limited, trading as United Bank, versus Marlan Morgan King and Brenda King**

The following property will be sold in execution at the site of the property, 45 Cook Street, Goodwood, Cape, on Thursday, 27 January 1994 at 11:00, to the highest bidder:

Erf 6100, Goodwood, in extent 495 square metres, held by T67333/1992, situated at 45 Cook Street, Goodwood, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Entrance, lounge, dining-room, kitchen, laundry, three bedrooms, bathroom/toilet, toilet, garage, store-room and swimming-pool.

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. D3U1025/gl.)

Case 1306/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD

**ABSA Bank Limited**, trading as United Bank, *versus* **Stephanus Gregory Ellis**

The following property will be sold in execution at the site of the property, 137 Vryburg Street, Bothasig, Cape, on Thursday, 27 January 1994 at 14:00, to the highest bidder:

Erf 7655, Milnerton, in extent 595 square metres held by T20555/1986, situate at 137 Vryburger Street, Bothasig, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Entrance hall, lounge, dining-room, kitchen, two bedrooms, bathroom/toilet, shower/toilet, single garage and swimming-pool.

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. D2U0277/gl.)

Case 10936/93

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

**ABSA Bank Limited**, trading as United Bank *versus* **Abraham Jafftha and Hillary Ann Jafftha**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 24 January 1994 at 09:00, to the highest bidder:

Erf 2686, Blue Downs, in extent 295 square metres, held by T55774/1989, situate at 19 Bolivia Street, Malibu Village, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge/dining-room, kitchen, three bedrooms and bathroom/toilet.  
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. D3U0484/gl.)

Case 42862/89

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

**ABSA Bank Limited**, trading as United Bank, *versus* **The Presbyterian Church of Africa**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 26 January 1994 at 14:00, to the highest bidder:

Erf 803, Khayelitsha, in extent 2 082 square metres, held by T28964/1988, situated at E521 Scott Street, Khayelitsha, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Worship area, kitchen, pantry, office, four ablution blocks comprising of 12 toilets.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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. D9U2049/gl.)



## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT THE CAPE

**ABSA Bank Limited**, trading as Allied Bank, *versus* **Johan Germishuis**

The following property will be sold in execution at the site of the property, 8 Village Square, 210E Blaauwberg Road, Table View, Cape, on Tuesday, 25 January 1994 at 15:00, to the highest bidder:

Erf 18836, Milnerton, in extent 264 square metres, held by T33071/1993, situated at 8 Village Square, 210E Blaauwberg Road, Table View, Cape.

1. The following improvements are reported but not guaranteed:

Room in Roof Style Dwelling in Security Complex: Lounge, family room, kitchen, three bedrooms, shower/toilet, bathroom/toilet, two bedrooms in roof, garage and carport.

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. D3A0538/gl.)

## Case 9431/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT THE CAPE

**ABSA Bank Limited**, trading as United Bank, *versus* **John William Charles Sprong** and **Engela Helena Sprong**

The following property will be sold in execution at the site of the property, 20 Muscadell Road, Table View, Cape, on Tuesday, 25 January 1994 at 14:00, to the highest bidder:

Erf 14389, Milnerton, in extent 600 square metres, held by T56026/1990, situated at 20 Muscadell Road, Table View, Cape.

1. The following improvements are reported but not guaranteed:

*Townhouse*: 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 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. D1U1710/gl.)

## Case 5903/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT MALMESBURY

**ABSA Bank Limited**, trading as United Bank *versus* **Peter Cornelius** and **Bianca Desiree Cornelius**

The following property will be sold in execution in front of the Court-house for the District of Malmesbury, on Wednesday, 26 January 1994 at 11:00, to the highest bidder:

Erf 4209, Wesfleur, in extent 321 square metres, held by T46557/1992, situated at 4 Rooibekkie Street, Wesfleur, Atlantis, 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. D2U1555/gl.)

Case 27/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

**ABSA Bank Limited**, trading as United Bank, *versus* **Anthony Jakobus Smith and Gloria Caroline Smith**

The following property will be sold in execution in front of the Court-house for the District of Somerset West, on Tuesday, 25 January 1994 at 10:00, to the highest bidder:

Erf 844, Macassar, in extent 494 square metres, held by T40714/1990, situated at 16 Doh, Macassar, 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. D2U1605/gl.)

Saak 2249/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **NBS Bank Beperk**, Eiser, en **Kenneth Clement Petersen**, Eerste Verweerder, en **Emily Petersen**, Tweede Verweerderes

Ingevolge 'n vonnis toegestaan in die Landdroshof, George, en 'n lasbrief vir eksekusie gedateer 30 Junie 1992, sal die volgende eiendom verkoop word deur Van Rensburgs Eiendomme & Veilings, aan die hoogste bieder op 19 Januarie 1994 om 10:30, te ondervermelde persele:

Erf 1145, Pacaltsdorp, geleë in die munisipaliteit Pacaltsdorp, afdeling George, groot 500 (vyfhonderd) vierkante meter, gehou kragtens Transportakte T11089/87, ook bekend as Hibiscusstraat 20, Pacaltsdorp.

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

Drie slaapkamers, badkamer, toilet, sit-/eetkamer en kombuis.

*Voorwaardes van verkoping:*

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

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 19% (negentien persent) per jaar sal binne 30 (dertig) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bogenootskapwaarborg.

3. *Voorwaardes:* Die volle voorwaardes van verkoping lê vir insae by die kantoor van Van Rensburg Eiendomme & Veilings, Millers Ing., Beacons huis, Meadestraat 123, George, asook die Balju, Wellingtonstraat 36A, George.

Gedateer te George op hierdie 13de dag van Desember 1993.

Millers Ing., Eiser se Prokureurs, Meadestraat 123, George.

Case 13309/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT GOODWOOD HELD AT GOODWOOD

**ABSA Bank Limited**, trading as Allied Bank *versus* **Andre French Toerien**

The following property will be sold in execution at the site of the property, 6 Setlaars Street, Bothasig, Cape, on Thursday, 27 January 1994 at 14:45, to the highest bidder:

Erf 7705, Milnerton, in extent 999 (nine hundred and ninety-nine) square metres, held by T40873/92, situated at 6 Setlaars Street, Bothasig, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge/dining-room, kitchen, three bedrooms, bathroom/toilet, garage and store.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 14,75% (fourteen comma seven 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 (fourteen) days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3A0508/gl.)

Case 12489/93

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

**ABSA Bank Limited**, trading as United Bank *versus* **Francis Huysamer**

The following property will be sold in execution in front of the Court-house, for the District of Kuils River, on Monday, 24 January 1994 at 09:00, to the highest bidder:

Erf 2350, Eerste River, in extent 406 (four hundred and six) square metres, held by T80490/92, situated at 56 Waratah Street, High Places, Eerste River, 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 (fourteen) days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0531/gl.)

Case 11080/93

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

**ABSA Bank Limited**, trading as United Bank *versus* **Terence Graham Hendricks** and **Zenia Ashley Hendricks**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 26 January 1994 at 14:00, to the highest bidder:

Erf 10179, Mitchells Plain, in extent 152 (one hundred and fifty-two) square metres, held by T84337/92, situated at 101 Sunflower Crescent, Lentegur, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 (fourteen) days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0283/gl.)

Case 13449/93

## 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 **Martin Cloete**, First Defendant, and **Mrs Sandra Ann Cloete**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River dated 16 November 1993, the following will be sold in execution on 14 January 1994 at 09:00, in front of the Magistrate's Court for the District of Kuils River to the highest bidder:

Erf 2844 (portion of Erf 1), Kleinvlei, 452 (four hundred and fifty-two) square metres, held by Deed of Transfer T18927/92, situate at Magelaan 23, Kleinvlei, Eerste River.

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

2. A deposit of 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.



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

In the matter between **Garden Cities Inc. Association Not For Gain**, Plaintiff, and **Richard Hughes**, Defendant

In pursuance of a judgment in the Court of the Magistrate for the District of Kuils River dated 9 August 1993 and warrant of execution dated 9 August 1993 the following will be sold in execution on Wednesday, 19 January 1994 at 09:30, at the site being:

Erf 5101, Blue Downs, situate in the Local Area of Blue Downs, Division of Stellenbosch, in extent 303 (three hundred and three) square metres, held under Deed of Transfer T23394/1993, also known as 2 Shireen Road, Delro Village, Blue Downs.

1. *Conditions of sale:*

1.1 The property will be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

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

Single dwelling built of brick walls under tile roof, consisting of lounge, kitchen, bathroom and two bedrooms.

2. *Payment:*

2.1 Ten per centum (10%) of the purchase price shall be paid in cash or by means of a bank or building society guaranteed cheque to the Messenger of the Court or as the auctioneer may arrange.

2.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Plaintiff's conveyancers.

2.3 Interest shall be paid on—

2.3.1 the amount of Plaintiff's claim at the rate of twenty-eight per centum (28%) per annum for each month or part thereof from the date of sale to date of registration of transfer;

2.3.2 interest shall further be paid on any preferent creditor's claim at the application rate from the date of sale to date of registration of transfer.

2.4 All the amounts mentioned in clause 2.2 and 2.3 above are to be secured by the purchaser by approved bank or building society guarantee to be delivery within fourteen (14) days of the sale to the Plaintiff's conveyancers.

3. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 10th day of December 1993.

Bisset Boehmke & McBlain, Plaintiff's Attorneys, 13th Floor, Cartwrights, Corner House, 19 Adderley Street, Cape Town.  
(Ref. JNC/BH/M54107.)

Case 4795/91

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Planet Finance Corporation (Pty) Ltd**, Plaintiff, and **George Alexander McBean**, Defendant

In pursuance of a judgment granted in the Magistrate's Court, East London, and writ of execution dated 1 October 1993 by the above Honourable Court, the following property will be sold in execution on Friday, 21 January 1994 at 10:00, by the Sheriff of the Court at 11 Hampstead Avenue, Greenfield, East London:

Erf 17836, East London (Municipality and Division of East London), in extent 1 013 square metres (one thousand and thirteen), held by Deed of Transfer T4022/1988 commonly known as 11 Hampstead Avenue, Greenfields, East London.

The property consists of usual buildings/outbuildings.

*Description:* Usual buildings/outbuildings.

*Conditions of sale:*

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Rules made thereunder and of the title deeds in so far as these are applicable.

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

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

3. Conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale which may be inspected in his office at 4 Buffalo Street, East London.

4. The Plaintiff or the Plaintiff's attorneys and/or the Sheriff of the Court do not guarantee any improvements or information.

Dated at East London this 1st day of December 1993.

G. S. Gravett, for Tibbits Mathie Meyer & Gravett, Plaintiff's Attorneys, 29 St Peters Road, Southernwood, East London.  
(Mr Gravett.)

## IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **NBS Bank Beperk**, Eiser, en **Careen Rossouw**, Eerste Verweerderes, en **Gerhardus Jacobus Rossouw**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof te George en 'n lasbrief vir eksekusie gedateer 20 Oktober 1993 sal die volgende eiendom verkoop word deur Van Rensburgs Eiendomme en Veilings aan die hoogste bieder op 19 Januarie 1994 om 11:00, te ondervermelde persele:

Erf 12831, George, geleë in die munisipaliteit en afdeling George, groot 1 894 vierkante meter, gehou kragtens Transportakte T15985/90 (ook bekend as Caledonstraat 76, George.)

Die volgende verbetering is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Onbeboud.

*Voorwaardes van verkoping:*

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

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

3. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantore van Van Rensburgs Eiendomme en Veilings, Millers Ing., Beaconhuis, Meadestraat 123, George, asook die Balju, Wellingtonstraat 36A, George.

Gedateer te George op hierdie 13de dag van Desember 1993.

Millers Ing., Eiser se Prokureurs, Meadestraat 123, George.

## Case 307/93

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **Gerald Jordaan**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchells Plain dated 13 July 1993, and warrant of execution dated 1 October 1993, the following will be sold in execution on 21 January 1994 at 10:00, at the Wynberg Court-house being:

Certain land situated at Mitchell's Plain in the City of Cape Town, Cape Division, being Erf 11512, Cape Town at Mitchells Plain, measuring 190 (one hundred and ninety) square metres, held under Deed of Transfer 47987 dated 5 August 1991, also known as 59 Sea Otter, Rocklands, Mitchells Plain.

*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: Single dwelling built of brick walls under tiled roof consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

3. *Payment:*

3.1. Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

3.3 interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of twenty-two (22%) per centum per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 11th day of November 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0252/Mrs Wentzel.)

Case 1505/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF STRAND HELD AT STRAND

In the matter between **ABSA Bank Limited** (formerly Allied Bank Limited), Plaintiff, and **A. J. Colyn**, First Defendant, and **Mrs J. Colyn**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Strand, dated 20 October 1993, the following will be sold in execution on 19 January 1994 at 10:30, on site to the highest bidder:

Remaining Extent of Erf 3588, Strand, 707 (seven hundred and seven) square metres, held by Deed of Transfer T29050/1985, situated at 9 Joubert Street, Strand.

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 cent) 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, Strand.

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

Case 19301/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Jonathan Andrew van Eeden**, First Execution Debtor, and **Linda Olga van Eeden**, Second Execution Debtor

In execution of the judgment of the Magistrate's Court of Mitchells Plain, in the above matter, a sale will be held on Tuesday, 25 January 1994 at 10:00, in front of the Wynberg Magistrate's Court-house:

Erf 1573, Weltevreden Valley, Local Area of Weltevreden Valley, situated at 30 Flamingo Crescent, Colorado, Weltevreden, Mitchells Plain, measuring four hundred and seventy eight (478) square metres, held by Title Deed T62967/89 dated 11 November 1989.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Messenger of the Court, Wynberg.

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

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z27639.)

Saak 1051/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Standard Bank of SA Ltd**, Eksekusieskuldeiser, en **G. A. Smith**, Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Paarl, gehou te Paarl, en lasbrief gedateer 24 September 1993, sal die volgende onroerende eiendom hieronder beskryf, gereglik te Eastwood Drive, Northpine, Brackenfell, op Vrydag, 21 Januarie 1994 om 11:45, aan die hoogste bieder verkoop word:

Erf 9294, Brackenfell, in die munisipaliteit Brackenfell, afdeling Stellenbosch, groot 404 vierkante meter, 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 24,25% (vier-en-twintig komma twee vyf persent) per jaar tot datum van registrasie van die Transport, moet binne 14 dae betaal word, of verseker word deur 'n bank of bougenootskapwaarborg.

3. Die koper sal alle transportkoste (insluitende hereregte of Belasting op Toegevoegde Waarde) en alle koste wat daarmee gepaard gaan, betaal.

4. Die ander voorwaardes en terme lê ter insae by die kantore van die Balju van die Hof, Landdroskantoor, Bellville.

Gedateer te Paarl op hierdie 8ste dag van Desember 1993.

Faure & Faure, Eiser se Prokureurs, Hoofstraat 227, Paarl.



Case 2246/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Randall Dean Sheldon**, and **Lynette Diana Sheldon**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 20 January 1994 at 12:00:

Erf 1334, Richmond Park, situate in the Municipality of Milnerton, Cape Division, in extent 465 square metres, also known as 13 Fernwood Street, Richwood.

*Conditions:*

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

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

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

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

Dated at Cape Town this 6th day of December 1993.

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

Case 1890/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH

**Nedcor Bank Limited**, Plaintiff, *versus* **Ernest Elliot**, Defendant

In pursuance of a judgment dated 24 March 1993 and an attachment on 28 April 1993, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 14 January 1994 at 14:15:

Erf 1038, Bloemendal, in the Municipality and Division of Port Elizabeth, in extent 155 (one hundred and fifty-five) square metres, situate at 28 Blossom Street, Booyens Park, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey semi-detached dwelling under a concrete tiled roof, consisting of three bedrooms, lounge, kitchen and bathroom.

A substantial bond is available to an approved purchaser.

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

*Terms:* 10% (ten per centum) on the date of sale, the balance including VAT if applicable against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges (4%) four per centum are also payable on date of sale.

Dated at the 9th day of December 1993.

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

Case 1790/92

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

**Nedperm Bank Limited**, Plaintiff, *versus* **Lolobi Sydney Gqabaza**, Defendant

In pursuance of a judgment dated 13 October 1992 and an attachment on 12 January 1993, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 14 January 1994 at 14:15:

Site 13314, Kwaford Stage II, situate at 8 Peter Street, Kwaford, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof consisting of three bedrooms, lounge, dining-room, kitchen, two bathrooms and garage.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

*Terms:* 10% (ten per centum) on the date of sale, the balance including VAT if applicable against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges (4%) four per centum are also payable on date of sale.

Dated on this the 10th day of December 1993.

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

Case 1740/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

**Nedcor Bank Limited, Plaintiff, versus Theunis Daniel Kotze, First Defendant, and Charlene Johanna Kotze, Second Defendant**

In pursuance of a judgment dated 4 August 1993 and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 14 January 1994 at 15:00:

"Gedeelte 116 ('n gedeelte van Gedeelte 33) van die plaas Chelsea 25, in die administratiewe distrik van Port Elizabeth, groot 1,8097 (een komma agt nul nege sewe) hektaars", situate at Erf 116, Chelsea, Old Seaview Road, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a double storey, detached, brick dwelling under an asbestos roof, consisting of two bedrooms, two bathrooms, lounge, dining-room, study, kitchen and swimming-pool.

A substantial bond is available to an approved purchaser.

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

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

Dated at Port Elizabeth on this 9th day of December 1993.

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

Saak 29300/90

## IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Oostelike Provinsie Bouvereniging, Eiser, en Thomas George Pearson, Eerste Verweerder, en Annie Elizabeth Pearson, Tweede Verweerder**

In die gemelde saak sal 'n veiling gehou word op Donderdag, 20 Januarie 1994 om 11:15, op die plek te Tweede Laan 118, Kraaifontein:

Erf 4339, Kraaifontein, geleë in die munisipaliteit Kraaifontein, afdeling Paarl, groot 694 vierkante meter, gehou deur die Verweerder kragtens Transportakte T24012/85.

**Verkoopvoorwaardes:**

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

2. Een tiende ( $\frac{1}{10}$ ) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 21,95% (een-en-twintig komma nege 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): 'n Woonhuis bestaande uit sitkamer, eetkamer, vier slaapkamers, vier badkamers, kombuis, motorhuis, afsonderlike woonstel met slaapkamer, sitkamer, kombuis en badkamer.

4. Die volledige veilingvoorwaardes sal ten tye van die veilig voorgelees word en lê voor die tyd ter insae in die kantoor van die Baju van die Landdroshof, Northumberlandstraat 29, Bellville, en in die kantoor van die ondergetekende.

E. L. Conradie, vir Marais Müller, Prokureur vir Vonniskskuldeiser, Sewende Verdieping, Blok B, BSE Sentrum, Voortrek-kerweg 89, Bellville. (Tel. 948-4061.)

Case 9825/93

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

In the matter between **Sales Protection Bureau, Plaintiff, and Petrus Johannes Valentine, Defendant**

Be pleased to take notice that the undermentioned property will be sold by public auction on Monday, 24 January 1994 at 10:00, at the site, in execution of a judgment granted to Plaintiff against Defendant in the above Honourable Court on 13 September 1993 and a writ of execution dated 13 September 1993:

Erf 1554, Scottsdale, in the Local Area of Stellenbosch, Division of Stellenbosch, measuring 320 square metres, held by Deed of Transfer T15522/1992, situate at 14 Bonny Close, Parkhurst, Kraaifontein.

Improved with a house consisting of three bedrooms, kitchen, lounge and bathroom.

**Conditions:** 10% (ten per centum) of the purchase price is payable as a deposit upon the date of the auction and the balance upon registration of transfer. Interest is payable at the current bank rate on the claim of any preferent creditor from date of the sale until date of registration of transfer.

The complete conditions of sale will lie for inspection at the office of the Sheriff, 29 Northumberland Street, Bellville, and will be read immediately before the auction.

Dated at Bellville this 18th day of November 1993.

M. J. Strydom, for Claassen Strydom & Associates, Plaintiff's Attorneys, 6 First Avenue, Boston, Bellville. (Tel. 948-0777.) (Ref. M. J. Strydom.)

Case 30484/91

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), formerly Allied Building Society Limited, Execution Creditor, and **Frank Lawton**, Execution Debtor

The following property will be sold voetstoots and without reserve in execution by public auction outside the Court-house, Wynberg, to the highest bidder on 19 January 1994 at 10:00:

Erf 4501, Hout Bay, in the Local Area of Hout Bay, Division of Cape, in extent seven thousand nine hundred and ninety-eight (7 998) square metres, address Connemara Drive, Hout Bay, consisting of a vacant plot.

*Conditions of sale:*

1. The following information is furnished but not guaranteed: Vacant plot.
2. The full and complete conditions of sale will lie for inspection at the offices of the Sheriff of the Court.
3. 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%) per annum 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.

W. D. Baxter, for Buchanan Boyes Thompson Smithers Inc., 64 Church Street, Wynberg.

Saak 1554/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Trustbank**, 'n divisie van Bankorp, Eiser, en **Eben John Mintoer**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof, George, en 'n lasbrief vir eksekusie gedateer 29 April 1993, sal die volgende eiendom verkoop word deur Van Rensburg Veilings en Eiendomme aan die hoogste bieder op Woensdag, 19 Januarie 1994 om 10:00, te ondervermelde perseel:

Erf 1125, Pacaltsdorp, geleë in die munisipaliteit Pacaltsdorp, afdeling George, groot 487 vierkante meter, gehou kragtens Transportakte T68850/91 (ook bekend as Dahliastraat 1, Pacaltsdorp).

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie. Woonhuis onder teëldak, motorafdak, drie slaapkamers, badkamer, sitkamer, oopplan kombuis/eetkamer en stoor.

*Voorwaardes van verkoping:*

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

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van verkoping aan die geregsbode en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 17,25% (sewentien komma twee vyf per sent) per jaar sal binne 30 dae aan die Geregsbode betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapswaarborg.

3. *Voorwaardes:* Die volle voorwaardes van verkoping lê vir insae by die kantoor van Van Rensburg Eiendomme en Veilings sowel as by die kantore van mnre. Millers Ingelyf, van Beacons huis, Meadestraat 123, George, en die Balju, Wellingtonstraat 36A, George.

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

Millers Ing., Eiser se Prokureurs, Beacons huis, Meadestraat 123, George. (RT/EN/T1022/NH01.)

Saak 2229/91

## IN DIE LANDDROSHOF VIR DIE DISTRIK POSTMASBURG GEHOU TE POSTMASBURG

In die saak tussen **Munisipaliteit Danielskuil**, Vonnisskuldeiser, en **S. C. Kruger**, Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Postmasburg, en 'n lasbrief vir eksekusie gedateer 14 Januarie 1992, sal die volgende eiendom verkoop word in eksekusie op 14 Januarie 1994 om 10:00, by die Landdroskantoor, te Postmasburg.

1. Erf 101, geleë in die dorp Danielskuil, distrik Barkley-Wes, groot 2 141 (twee een vier een) vierkante meter.

2. Beboude Erf 97, geleë in die dorp Danielskuil, distrik Barkly-Wes, groot 2 141 (twee een vier een) vierkante meter.

*Terme:* 10% (tien persent) van die koopprys in kontant insluitende alle koste in verband met die verkoping, advertensiekoste asook enige belasting en die balans teen transport sal verseker moet word deur 'n goedgekeurde bank- of bouvereniging waarbinne binne veertien (14) dae na datum van verkoping.

Afslaskommissie teen 5% (vyf persent) op die bruto verkoopprys is op die datum van verkoop betaalbaar, asook enige agterstallige belastinge.

C. M. de Bruyn & Vennote, Posbus 686, Alfacentrum, Hoofstraat, Danielskuil, 8405. [Tel. (0598) 3-0430/3-0431.]



## Case 11682/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thomas Johannes Pretorius**, First Defendant, and **Maureen Myrtle Elizabeth Pretorius**, Second Defendant

In the above matter a sale will be held on Thursday, 20 November 1994 at 10:15, at the site of 44 Kotze Street, Kraaifontein, being:

Erf 4383, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl, measuring 496 square metres.

*Conditions of sale:*

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

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

3. The following improvements are on the property (although nothing in this respect is guaranteed): A complete brick building with an asbestos roof comprising lounge, kitchen, three bedrooms, bathroom and a outside toilet.

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

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 94-4761.) (Ref. A. Pepler/as.)

## Case 11401/91

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Madlavu Johnson Zaya**, Defendant

In the above matter a sale will be held in front of the Civil Court, Van Riebeeck Road, Kuils River, on Thursday, 20 January 1994 at 09:30, of:

Erf 205, Mfuleni, in the Area of Jurisdiction of the Town Committee of Mfuleni, Administrative District of Stellenbosch, measuring 295 square metres, also known as 2 Mbindini Street, Malibu Village, Blue Downs.

*Conditions of sale:*

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

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

3. The following improvements are on the property (although nothing in this respect is guaranteed): A complete dwelling with a tiled roof comprising three bedrooms, bathroom, toilet, kitchen, lounge and garage.

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

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel 849-4761.) (Ref. A. Pepler/as.)

## Case 10730/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD

In the matter between **ABSA Bank Limited**, trading as United Bank Limited, Plaintiff, and **Ismail Meniers**, First Defendant, and **Aseyah Meniers**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Goodwood, and writ of execution dated 17 February 1993 the following property will be sold in execution, in front of the Court-house for the District of Goodwood, on Monday, 17 January 1994 at 11:00, to the highest bidder:

Certain Erf 22172, portion of Erf 11675, Goodwood, in the Local Area of Elsies River, Cape Division, in extent 513 (five hundred and thirteen) square metres, held by Deed of Transfer T41899/88, also known as 36 28th Avenue, Elsies River, 7490.

*Conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom 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 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 15 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/Z20575.)

**Case 989/93**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN**

In the matter between **Christiaan de Wet Mostert**, Execution Creditor, and **Nathan Wynand Joseph**, Execution Debtor

The following properties will be sold voetstoots and without reserve in execution by public auction on the premises, to the highest bidder on 19 January 1994 at 12:00:

(a) Erf 14843, Fish Hoek in the Local Area of Sunnyside, Division of Cape, in extent nine hundred and fifty-four (954) square metres, and (b) Erf 14842, Fish Hoek in the Local Area of Sunnyside, Division of Cape, in extent nine hundred and sixty-six (966) square metres, address 11 Grand Bahama Drive, Capri Village, Noordhoek.

*Conditions of sale:*

1. The following information is furnished but not guaranteed:

Erf 14843, three bedrooms, open plan kitchen/dining-room, lounge, bathroom/toilet, garage, swimming-pool and tiled roof.

Erf 14842: Vacant plot.

2. The full and complete conditions of sale will lie for inspection at the offices of the Sheriff of the Court.

3. 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%) per annum 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 the sale.

W. D. Baxter, for Buchanan Boyes Thompson Smithers Inc., 64 Church Street, Wynberg.

**Case 6545/92**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF Uitenhage HELD AT Uitenhage**

In the matter between **Khayaletu Home Loans Ltd**, Execution Creditor, and **M. F. Yapi**, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 24 September 1992 and in pursuance of an attachment in execution dated 19 October 1993 a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 13 January 1994 at 11:00, of the following immovable property situate at 3 Qolohle Street, kwaNobuhle, Uitenhage:

*Zoned:* Residential, being all the right, title and interest in and to the leasehold over Erf 3082, kwaNobuhle Extension 4, in the Administrative District of Uitenhage, in extent 275 square metres (now Erf 9961), kwaNobuhle, held by Misiwe Felica Yapi, under Certificate of Registered Grant of Leasehold TL673/90, and subject to the conditions referred to therein.

The following improvements are situate on the property although nothing in this respect is guaranteed: Freestanding single storey brick and/or cement dwelling with two bedrooms, lounge, kitchen, bathroom and toilet.

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

*Terms:* 10% (ten per centum) of the purchase price and 4% (four per centum) Sheriff's (auctioneer's) charges in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 30th day of November 1993.

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

Case 695/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

**ABSA Bank Limited, trading as Allied Bank, versus Gina Martita Rober**

The following property will be sold in execution at the site of the property, 9 Dorhill Road, Somerset West, Cape, on Tuesday, 25 January 1994 at 12:00, to the highest bidder:

Erf 1587, Somerset West, in extent 1 323 square metres, held by T30628/1991, situate at 9 Dorhill Road, Somerset West, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Entrance, lounge, dining-room, kitchen, laundry, three bedrooms, bathroom/shower/toilet, toilet, bathroom, toilet, two garages 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 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. D3U0061/gl.)

Saak 23686/23

## IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Oostelike Provinsie Bouvereniging**, Eiser, en **Marthinus Jacobus van der Merwe**, Verweerder

In die gemelde saak sal 'n veiling gehou word op Donderdag, 20 Januarie 1994 om 10:15, op die plek te Labiance Sentrum 15, Carinusstraat, Labiance, Bellville:

A. Eenheid 14, soos aangetoon en meer volledig beskryf op Deelplan SS139/82 in die skema bekend as Labiance Sentrum, ten opsigte van die grond en gebou of geboue geleë te Bellville, munisipaliteit Bellville, waarvan die eenheid se vloeroppervlakte volgens die genoemde deelplan 58 vierkante meter is.

B. 'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema toegeken aan die genoemde eenheid ooreenkomstig die deelnemingskwota geëndoseer op die genoemde Deelplan.

Gehou deur die Verweerder kragtens Transportakte ST759/93 gedateer 22 Junie 1993.

*Verkoopvoorwaardes:*

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

2. Een tiende ( $\frac{1}{10}$ ) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 15,95% (vyftien komma nege vyf persent) 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): 'n Woonstel bestaande uit sit-/eetkamer, slaapkamer, kombuis, badkamer en motorafdak.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Northumberlandstraat 29, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 29ste dag van November 1993.

E. L. Conradie, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, Blok B, BSE Sentrum, Voortrekkerweg 89, Bellville. (Tel. 948-4061.)

Case 1103/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **Schmidt Security Welding**, Plaintiff, and **Mzimasi Simon Katase**, First Defendant, and **Ntombizanele Queen Katase**, Second Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 2 November 1993, the following property will be sold on Friday, 21 January 1994 at 10:00, at the offices of the Sheriff, 11A Downing Street, King William's Town, to the highest bidder:

Erf 3882, King William's Town, Municipality and Division of King William's Town, in extent 1 295 (one thousand two hundred and ninety-five) square metres, held by Defendants under Deed of Transfer T5965/92, known as 49 Swallow Drive, King William's Town.

*Conditions of sale:*

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

2. The property shall be voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the Title Deed.



3. The full conditions of the sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed.

Conventional type dwelling under Iron roof, comprising of four bedrooms, three bathrooms, lounge, dining-room, kitchen, study and garage.

Dated at King William's Town this 18th day of November 1993.

Squire Smith & Laurie, Plaintiff's Attorneys, 44 Taylor Street, King William's Town. (Ref. Ms Coetzee/yp.)

#### Case 9572/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Rodney William Gertze**, First Judgment Debtor, and **Vera Gwendoline Gertze**, Second Judgment Debtor

In pursuance of a judgment granted by the Mitchells Plain Magistrate's Court on 9 June 1993, the following property will be sold in execution by public auction held at Mitchells Plain Court, to the highest bidder on 26 January 1994 at 14:00:

*Description:* Erf 20678, Mitchells Plain, in the Municipality of Cape Town, Cape Division.

In extent 310 (three hundred and ten) square metres.

*Postal address:* 20 Park Road, Mitchells Plain.

*Improvements:*

*Dwelling:* Three bedrooms, bathroom, kitchen, lounge, dining-room and garage.

Held by Deed of Transfer T69454/92.

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

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per 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 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. (Ref. W50287/Hvn/Mrs Wolmarans.)

#### Case 11762/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **ABSS Bank**, Judgment Creditor, and **Leslie Norris**, First Judgment Debtor, and **Carol Norris**, Second Judgment Debtor

In pursuance of a judgment granted on 23 November 1993 in East London 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, to the highest bidder:

*Place of sale:* At the premises.

*Description:* Piece of land being Portion 9 of Farm 821, East London, Division of East London.

The farm is known as Dunroaming.

Turn onto old Gonubie Road at Floradale Nurseries. Turn left in dip at old pineapple kiosk and left again immediately. Go round right hand hairpin bend and the property is approximately 1,5km (one comma five) further on the right hand side.

*In extent:* 11,2811 (eleven comma two eight one one) square metres.

*Improvements:* Brick house under iron, three bedrooms, and main-en-suite.

*Outbuildings:* Borehole, vandalised.

Held by Deed of Transfer T2616/90.

*Conditions of sale:*

1. The properties are sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

2. The purchasers shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale.

In the event of the purchaser having to obtain finance from financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan.

The amount of the loan shall not be less than the purchase price.

3. The purchasers shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from the date of the sale to the date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London this 1st day of December 1993.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London.

Case 15930/92

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

In the matter between **Buy-Aid (Pty) Ltd**, Execution Creditor, and **Pieter Ernst Raats**, Execution Debtor

In terms of a judgment in the Supreme Court granted on 2 March 1993, a sale by public auction will be held by the Sheriff/his Deputy, Humansdorp, at C. W. Malan, 52 Main Street, Humansdorp, on 14 January 1994 at 11:00, to the highest bidder without reserve, and on the conditions which may now be inspected at the office of the Sheriff, and which will be read by the Sheriff before the sale of the following property owned by the Defendant:

Certain Erf 4415, Jeffreys Bay, measuring 630 (six hundred and thirty) square metres, held under Deed of Transfer T43760/83.

Improvements: Vacant land.

Nothing in this respect is guaranteed.

Papadopulo-Romanos, 615 SA Perm Building, corner of Paul Kruger and Pretorius Streets, Pretoria. (Ref. Mr Gordon/BK/Z510.)

Case 786/93

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 **A. Visser**, First Defendant, and **Mrs D. C. Visser**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River dated 10 February 1993, the following will be sold in execution on 14 January 1994 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 2771, Kleinvelei, 483 (four hundred and eighty-three) square metres, held by Deed of Transfer T57149/1991, situated at 6 Amundsen Street, Eerste River.

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

2. A deposit of 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 16,75% (sixteen comma seven five per cent) per annum calculated on the capital Judgment Creditors 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 10266/93

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

**ABSA Bank Limited** trading as United Bank, versus **Fanie Lourens Kietas**

The following property will be sold in execution by public auction held at 11 Saffier Street, Eerste River, to the highest bidder on 19 January 1994 at 11:00:

Erf 2289, Kleinvelei, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 445 (four hundred and forty-five) square metres, held by Deed of Transfer T30024/93, situated at 11 Saffier Street, Eerste River.

Conditions of sale:

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

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining-room, kitchen, two bedrooms, bathroom and 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 cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 22nd day of November 1993.

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

Case 12462/93

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

**ABSA Bank Limited**, trading as Allied Bank, versus **Bruce Edward Bruiners**, and **Helene Bruiners**

The following property will be sold in execution by public auction held at 11 Date Close, Constantia Park, Eerste River, to the highest bidder on 18 January 1994 at 10:45:

Erf 4208, Eerste River in the Local Area of Melton Rose, Division Stellenbosch, in extent 485 (four hundred and eighty-five) square metres, held by Deed of Transfer T50777/90, situated at 11 Date Close, Constantia Park, Eerste River.

*Conditions of sale:*

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

2. The following information is furnished but not guaranteed: A dwelling consisting of two bedrooms, kitchen, lounge 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 cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 25th day of November 1993.

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

Case 42772/93

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

**ABSA Bank Limited** trading as United Bank, versus **The Trustees for the Time being of the Angker Trust**

The following property will be sold in execution by public auction held at 21 Roxana Road, Mowbray, to the highest bidder on 20 January 1993 at 14:00:

Remainder Erf 29414, Cape Town at Mowbray, situated in the City of Cape Town, Cape Division, in extent 906 (nine hundred and six) square metres, held by Deed of Transfer 27350/92.

Erf 29415, Cape Town at Mowbray, situated in the City of Cape Town, Cape Division, in extent 34 (thirty-four) square metres, held by Deed of Transfer 27350/92, situated at 21 Roxana Road, Mowbray.

*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 a hall/lounge/dining-room, kitchen, two bedrooms, bathroom, toilet and single garage.

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 cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 25th day of November 1993.

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

Case 9552/91

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN

**ABSA Bank Limited**, trading as United Bank, versus **Haliema Fester**

The following property will be sold in execution by public auction held at Wynberg, Court-house, to the highest bidder on 19 January 1994 at 10:00:

Erf 10636, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 143 (one hundred and forty-three) square metres, held by Deed of Transfer T23880/92, situated at 38 Appeliefie Street, Lenteguur, Mitchells Plain.

*Conditions of sale:*

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

2. The following information is furnished but not guaranteed: A dwelling consisting of three bedrooms, lounge, kitchen 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 cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 25th day of November 1993.

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



Case 6384/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER

**ABSA Bank Limited**, trading as United Bank, *versus* **Mervin Bailey**, and **Desiree Elaine Bailey**

The following property will be sold in execution by public auction held at 23 Bolivia Street, Blue Downs, Eerste River, to the highest bidder on 19 January 1994 at 10:15:

Erf 2688, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 301 (three hundred and one) square metres, held by Deed of Transfer T60689/92, situated at 23 Bolivia Street, Blue Downs, Eerste River.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.
2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, 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 cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 22nd day of November 1993.

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

Case 1300/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY

**ABSA Bank Limited**, trading as United Bank, *versus* **Hilton Hendricks**

The following property will be sold in execution by public auction held at 263 Grosvenor, Westfleur, Atlantis, to the highest bidder on 21 January 1994 at 10:00:

Erf 4311, Westfleur, in the Atlantis Residential Local Area, Division of Cape, in extent 331 (three hundred and thirty-one) square metres, held by Deed of Transfer T70868/90, situated at 263 Grosvenor, Westfleur, Atlantis.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.
2. The following information is furnished but not guaranteed: Lounge, three bedrooms, bathroom/toilet and kitchen.
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 cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 25th day of November 1993.

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

Case 2308/93  
PH 170

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Standard Bank of S.A. Limited**, Judgment Creditor, and **Loots, J. E.**, First Judgment Debtor, and **Mare, L. D.**, Second Judgment Debtor

Be pleased to take notice that in execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price will be held at the office of the C. W. Malan & Company, 52 Main Street, Humansdorp, on 14 January 1994 at 11:00, of the undermentioned property of the Second Judgment Debtor, on the conditions and which lie for inspection at the offices of the Deputy Sheriff, Humansdorp, prior to the sale (to be read out by the auctioneer at the time of the sale):

Certain Erf 123, Oesterbaai in the Local Area of Oesterbaai, Division of Humansdorp, measuring 625 (six hundred and twenty-five) square metres held by virtue of Deed of Transfer No. T2460/83 and corresponding to the street address Erf 123, Geelbek Street, Oesterbaai.

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

*Improvements:* Sea cottage, the further details of which are unknown.

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

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

Dated at Johannesburg on this 25th day of November 1993.

Young-Davis Inc., 1724 Sanlam Centre, 206-214 Jeppe Street, Johannesburg. (Tel. 29-2681.) (Ref. N. Connell/S4489.)

Case 25209/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH

**Nedcor Bank Ltd versus Richard Tamsanqa Maramncwa**

In pursuance of a judgment dated 3 September 1993, and an attachment on 24 November 1993, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 14 January 1994 at 14:15:

Erf 30846, Ibhayi at Zwide, Administrative District of Port Elizabeth, in extent 278 (two hundred and seventy-eight) square metres, situated at 54 Sompontsha Street, Zwide, Port Elizabeth.

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

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges four per cent (4%) are also payable on date of sale.

Dated the 1st day of December 1993.

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

Case 21493/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH

**Nedcor Bank Ltd versus Tembani, Zolile Alfred**

In pursuance of a judgment dated 2 August 1993, and an attachment on 25 August 1993, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 14 January 1994 at 14:15:

All right, title and interest in and to the leasehold in respect of 11488, Site & Service, Ibhayi at kwaZakhele, in the Administrative District of Port Elizabeth, measuring 237 (two hundred and thirty-seven) square metres, situated at 878 Nobatana Street, Ibhayi at kwaZakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey dwelling under asbestos roof, lounge, two bedrooms and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges four per cent (4%) are also payable on date of sale.

Dated the 9th day of December 1993.

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

Case 32533/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH

**Nedcor Bank Ltd versus Monell Hendrick Totose  
and Nontobeko Doreen Totose**

In pursuance of a judgment dated 21 October 1993, and an attachment on 26 November 1993, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 14 January 1994 at 14:15:

Erf 9375, Motherwell NU 4, situated in the Area of the Motherwell Town Council, Administrative district of Uitenhage, in extent 200 (two hundred) square metres, situated at 61 Bikana Street, Motherwell NU 4, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey conventional dwelling under an asbestos roof, consisting of two bedrooms, bathroom, kitchen and lounge.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges four per cent (4%) are also payable on date of sale.

Dated the 9th day of December 1993.

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

Case 25211/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH

**Nedcor Bank Ltd versus Sipho Joseph Zondani and Eunice Nomvuyo Zondani**

In pursuance of a judgment dated 25 August 1993 and an attachment on 15 October 1993, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 14 January 1994 at 14:15:

Erf 14943, Ibhayi at Elundini in the Administrative District of Port Elizabeth, in extent 232 (two hundred and thirty-two) square metres, situated at 8 Sopazi Street, New Brighton, Port Elizabeth.

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

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges four per cent (4%) are also payable on date of sale.

Dated the 9th day of December 1993.

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

Case 34418/93

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

**Nedcor Bank Limited versus Zwelinjani Yakana**

In pursuance of a judgment dated 1 November 1993, and an attachment on 26 November 1993, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 14 January 1994 at 14:15:

Erf 1132, Motherwell NU2, Phase 2, Administrative District of Uitenhage, in extent 338 (three hundred and thirty-eight) square metres, situated at 91 K.D. Matanzima Street, Motherwell NU2, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey conventional dwelling under an asbestos roof, consisting of two bedrooms, bathroom, kitchen and lounge.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges 4% (four per cent) are also payable on the date of sale.

Dated at this 9th day of December 1993.

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

Case 4955/92

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

**Nedperm Bank Limited, Plaintiff, versus Mark Paul Human, First Defendant, and Jean Human, Second Defendant**

In pursuance of a judgment dated 20 March 1992 and an attachment, 17 November 1993, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 14 January 1994 at 14:15:

1208 Bethelsdorp, Municipality and Division of Port Elizabeth, in extent 476 (four hundred and seventy-six) square metres, situated at 156 Third Avenue, Hillside, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an asbestos roof consisting of three bedrooms, lounge, dining-room, kitchen, bathroom and garage.

A substantial bond is available to an approved purchaser.

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

**Terms:** 10% (ten per cent) on the date of sale, the balance including VAT if applicable against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges 4% (four per cent) are also payable on date of sale.

Dated this 10th day of December 1993.

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



Case 30314/93

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

**Nedcor Bank Limited**, Plaintiff, *versus* **Sandile Jacobs** First Defendant, and **Nomathemba Cynthia Jacobs**,  
Second Defendant

In pursuance of a judgment dated 22 October 1993, and an attachment on 1 December 1993, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 14 January 1994 at 14:15:

Erf 45283, Ibhayi, at KwaZakhele in the Administrative District of Port Elizabeth, in extent 252 (two hundred and fifty-two) square metres, situated at 1442 Site & Service, KwaZakhele, Port Elizabeth.

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

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10 % (ten per cent) on the date of sale, the balance including VAT if applicable against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges 4% (four per cent) are also payable on date of sale.

Dated at this 9th day of December 1993.

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

Case 10172/93

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

In the matter between **ABSA Bank Ltd** (formerly Allied Bank Limited), Plaintiff, and **N. S. Damon**, First Defendant, and  
**S. M. Damon**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, dated 11 November 1993, the following will be sold in execution on 14 January 1994 at 09:00, in front of the Magistrate's Court for the District of Kuilsriver, to the highest bidder:

Erf 756 (Portion of Erf 495) Blue Downs, 148 (one hundred and forty-eight) square metres, held by Deed of Transfer T26448/1993, situated at 13 Baden Lane, Silversands, Kuils River.

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

2. A deposit of 10% (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 cent) 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 26752/93

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

**ABSA Bank Limited**, trading as United Bank, *versus* **Cecil John Abrahams**, and **Sandra Johanna Abrahams**

The following property will be sold in execution in front of the Court-house for the District of Bellville, Voortrekker Road, Bellville, Cape, on Monday, 24 January 1994 at 14:00, to the highest bidder:

Erf 26470, Bellville, in extent 229 square metres, held by T17240/1987, situate at 14 Serenade Crescent, Belhar, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

2. **Payment:** Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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. D3U0549/gl.)

## Case 4726/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PAARL HELD AT PAARL

**ABSA Bank Limited**, trading as Allied Bank *versus* **Roderick Cliff Walter Williams, and Annelize Dorethy Williams**

The following property will be sold in execution in front of the Court-house for the District of Paarl, on Thursday, 27 January 1994 at 10:00, to the highest bidder:

Erf 19289, Paarl, in extent 146 square metres, held by T51438/1991, situate at 13 Hyacinth Street, Groenheuwel, Paarl East, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3A0348/gl.)

## Case 5521/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE STRAND HELD AT THE STRAND

**ABSA Bank Limited**, trading as United Bank, *versus* **Thomas Joseph, and Anna Joseph**

The following property will be sold in execution at the site of the property, 55 Fifth Street, The Strand, Cape, on Wednesday, 26 January 1994 at 12:00, to the highest bidder:

Erf 7091, The Strand, in extent 496 square metres, held by T62004/1989, situate at 55 Fifth Street, The Strand, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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. D2U1575/gl.)

## Case 4692/90

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

**ABSA Bank Limited**, trading as United Bank, *versus* **Zenith Carl Zincke, and Patricia Wilhelmina Zincke**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 24 January 1994 at 09:00, to the highest bidder:

Erf 1884, Blue Downs, in extent 420 square metres, held by T22381/1989, situate at 57 Paris Road, Malibu Village, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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. D0U1312/gl.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **E P Building Society**, Plaintiff, and **Deon Venter**, Defendant

Kindly take notice that the pursuant to a judgment of the above Honourable Court granted on 1 April 1993 and subsequent warrant of execution, the following property will be sold in execution on 20 January 1994 at 10:30, on site, namely:

Section 15, 17, 18, Sylvania, also known as 11 Sylvania Chepstow Road, Green Point, consisting of sectional unit separate single garage, open plan kitchen, lounge, two bedrooms, one and a half bathroom.

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

1. Ten per centum (10%) of the purchase price on date of sale payable.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subjects to any lease agreement.
4. Reserve price to be read out at sale. The sale will be subject to any further conditions as may be read out at the time of the sale, which condition(s) will lay for inspection at the offices of the Sheriff, Cape Town.

Dated at Claremont on this the 13th day of December 1993.

Smit Nel, 25 Draper Square, Draper Street, Claremont, 615177, P.O. Box 23476, Claremont, 7700. (Ref. JAM/BDA/E30082.)

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

In the matter between **The Body Corporate of the Belletuin Building (SS175/82)**, Execution Creditor, and **C. Petersen**, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Wynberg in the above-mentioned suit, a sale will be held at:

76 Belletuin Park, Ottery Road, Ottery, on Tuesday, 18 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 Magistrate's Court, Wynberg:

Section 48, as shown and more fully described on Sectional Plan SS175/82, in the building or buildings known as Belletuin and situate at Ottery in the Municipality of Cape Town, Cape Division, of which section the floor area according to the sectional plan is 140 square metres in extent, together with an undivided share in the common property in the land and building/buildings, 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 the Schedule endorsed on the said sectional plan and held under Certificate of Registered Sectional Title ST175/82 (48) (Unit), and situate at 76 Belletuin Park, Ottery Road, Ottery.

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

A brick wall maisonette under a tiled roof consisting of three bedrooms, a kitchen, lounge, bathroom and toilet.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

4% (four per centum) on the proceeds of the sale (minimum charge R50) (fifty rand).

Dated at Newlands this 14th day of December 1993.

Carol During, Plaintiff's Attorneys, 16 Mons Avenue, Newlands, P.O. Box 24037, Claremont. [Tel. (021) 61-7750.]

## IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **John Jacobus Arends**, Eerste Verweerder, en **Joan Lynette Aletta Arends**, Tweede Verweerder

Ter uitvoering van die vonnis van die Landdroshof, Mosselbaai, sal die volgende onroerende eiendom hieronder beskryf op Vrydag, 14 Januarie 1994 om 11:00, by die Landdroshof, Mosselbaai, per publieke veiling verkoop word, naamlik:

Erf 6280, Mosselbaai, in die munisipaliteit en afdeling Mosselbaai, groot 576 vierkante meter.

**Verbeterings:** Woonhuis bestaande uit vier slaapkamers, sitkamer, eetkamer, kombuis, badkamer en motorafdak.

**Verkoopvoorwaardes:**

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die voorwaardes van die titelakte waaronder dit gehou word.

2. Een-tiende ( $\frac{1}{10}$ ) van die koopprys moet in kontant of deur middel van 'n bankgewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprys, tesame met rente daarop teen die heersende bankkoers vanaf datum van verkoping teen registrasie van oordrag 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, Montagustraat 99, Mosselbaai.

Gedateer te Mosselbaai hierdie 14de dag van Desember 1993.

Knopp & Kotze, Prokureurs vir Eiser, Powriestraat 5, Posbus 206, Mosselbaai, 6500.

#### Case 7019/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD

#### **ABSA Bank Limited**, trading as United Bank *versus* **Donavon Deon Meyer**

The following property will be sold in execution in front of the Court-house for the District of Goodwood, on Tuesday, 25 January 1994 at 11:00, to the highest bidder:

Erf 19134, Goodwood, in extent 471 square metres, held by T52807/1992, situate at 1 Balvenie Avenue, Elnor, Elsie's River, Cape.

1. The following improvements are reported but not guaranteed: Outbuilding: Garage and servant's quarters.

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 Riebeek Street, Cape Town. (Ref. D3U0244/gl.)

#### Case 8406/90

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

#### **ABSA Bank Limited**, trading as United Bank *versus* **Alvin Anthony Heslop** and **Elvira Carroll Edith Heslop**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 24 January 1994 at 09:00, to the highest bidder:

Erf 210, Scottsdene, in extent 630 square metres, held by T24338/1984, situated at 62 Sydow Street, Bernadino Heights, Scottsdene, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Entrance hall, lounge, dining-room, three bedrooms, bathroom, toilet and detached single garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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. D0U2360/gl.)

#### Case 27319/92

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

In the matter between **First National Bank of S.A. Ltd**, Plaintiff, and **Ebrahim Hamed**, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 19 June 1992, the undermentioned property will be sold in execution at Athlone on Tuesday, 8 February 1994 at 14:00:

Erf 106372, Cape Town at Athlone, in the Municipality of Cape Town, Cape Division, measuring 498 (four hundred and ninety-eight) square metres and comprising a single dwelling-house with tiled roof, three bedrooms, two bathrooms and water closet, kitchen, dining-room, swimming-pool and single garage, and known as 96 Mabel Road, Rylands Estate.

*Conditions of sale:*

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest [currently 16% (sixteen per centum)] from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the Auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 14th day of December 1993.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow. (Ref. R. Price/cw.)

Saak 6612/92

#### IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Drs Horstmann Kroese & Van Wyk**, Eiser, en **L. C. Reynardt**, Verweerder

Kragtens uitspraak van bogemelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Donderdag, 20 Januarie 1994 om 13:00, op die eiendom te Bertramstraat 24, Brackenfell:

Die onroerende eiendom te koop, staan bekend as Erf 1612, Brackenfell, in die munisipaliteit Brackenfell, afdeling Stellenbosch, groot 848 (agthonderd agt-en-veertig) vierkante meter, gehou kragtens Transportakte T5143/1981, synde 'n woonhuis bestaande uit twee slaapkamers, eetkamer, sitkamer, badkamer, kombuis, studeerkamer en motorhuis.

##### *Verkoopvoorwaardes:*

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

2. Een tiende (1/10) van die koopprijs moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprijs tesame met rente daarop teen 18,5% (agtien komma vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping, Vonnisskuldeiser voorsien van 'n bank- of bouverenigingwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Afslaer, Herman Smit, p.a. Smit Kruger & Potgieter, Brightonweg 50, Kraaifontein.

Geteken te Kraaifontein op hierdie 13de dag van Desember 1993.

L. J. Vorster, vir Smit Kruger & Potgieter, Brightonweg 50, Kraaifontein.

Saak 2569/93

#### IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen **Allied Bouvereniging Beperk**, Eiser, en **Carlos G. Ferreira**, Verweerder

Ingevolge 'n uitspraak van die Landdros vir die distrik Mosselbaai, en 'n lasbrief vir eksekusie, sal die ondervermelde eiendom op 17 Januarie 1994 om 10:00, te Erf 7257, Danabaai, Mosselbaai (A. Minimastraat 6, Danabaai, Mosselbaai, aan die hoogste biebër verkoop word, naamlik:

Erf 7257, Mosselbaai.

##### *Onderhewig aan die volgende voorwaardes:*

1. Die eiendom sal voetstoots aan die hoogste biebër verkoop word, onderhewig aan die bepalings van die Landdroshof-wet, No. 32 van 1944, soos gewysig, en onderhewig aan die voorwaardes van die bestaande titelakte.

2. Die koopprijs sal betaalbaar wees as volg:

(a) Die koper sal 'n deposito van tien persent (10%) van die koopprijs betaal asook afslaerskommissie in kontant by ondertekening van die voorwaardes van verkoop of by wyse van 'n bankgewaarborgde tjek.

(b) Die balans van die koopprijs tesame met rente teen 16% (sestien persent) per jaar daarop sal binne een-en-twintig (21) dae gewaarborg moet word deur 'n goedgekeurde bank- of bougenootskapwaarborg ten gunste van Rauch-Gertenbach, Mosselbaai, betaalbaar vry van wisselkoers, teen registrasie van transport in die naam van die koper.

3. Die volledige voorwaardes van verkoop mag gedurende kantoorure by die kantore van die Eiser se prokureurs en die Balju se kantoor, te Montagustraart 99, Mosselbaai, nagesien word en sal ook voor die verkoping gelees word.

4. Die eiendom is onverbeter.

Gedateer te Mosselbaai op hierdie 15de dag van Desember 1993.

Rauch-Gertenbach, Prokureurs vir Eiser, Kerkstraat 10, Posbus 3, Mosselbaai, 6500.

Saak 5484/92

#### IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**Suid-Afrikaanse Sentrale Koöperatiewe Graanmaatskappy Beperk**, Eksekusieskuldeiser, en **H. J. de Villiers**, handeldrywende as Panorama Bakkerij, Eksekusieskuldenaar

'n Halwe onverdeelde aandeel van die volgende eiendom sal in eksekusie per openbare veiling verkoop word op 20 Januarie 1994 om 12:00, by die perseel te Sesde Laan 149, Kraaifontein:

Erf 6037, Kraaifontein, in die munisipaliteit Kraaifontein, afdeling Paarl, groot 892 vierkante meter, gehou kragtens Transportakte T62221/1989, geleë te Sesde Laan 149, Kraaifontein.

Die volgende inligting word verskaf betreffende die eiendom, maar niks word gewaarborg nie: Daar word gemeld 'n woonhuis op die eiendom te wees bestaande uit 'n sitkamer, eetkamer, kombuis, waskamer, drie slaapkamer, 'n badkamer asook 'n woonstel met badkamer, toilet en motorhuis.

**Verkoopvoorwaardes:**

1. Die eiendom sal verkoop word onderworpe aan die bepalings en voorwaardes van die Landdroshofwet, No. 32 van 1944, die reëls daarvolgens uitgevaardig en van die toepaslike titellaktes van die eiendom. Die eiendom sal onderworpe aan die voorafgaande aan die hoogste bieder en voetstoots verkoop word.

2. Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) daarvan in kontant of bankgewaarborgde tjek ten tyde van die ondertekening van die verkoopvoorwaardes en die volle saldo daarvan plus rente teen die heersende koers van 15,25% (vyftien komma twee vyf persent) per jaar bereken op die Eksekusieskuldeiser is, dan ook rente op sodanige voorkeurskuldeiser is, dan ook rente op sodanige voorkeurskuldeiser se vordering, vanaf die datum van verkoping tot die datum van registrasie van oordrag, is teen registrasie van oordrag betaalbaar op 'n wyse aanvaarbaar deur die Eksekusieskuldeiser se aktebesorgers, welke bedrae verseker moet word deur 'n goedgekeurde waarborg van 'n bouverenigings- of bankinstelling wat binne veertien (14) dae vanaf die verkoping aan die Eksekusieskuldeiser se aktebesorger gelewer moet word.

3. Die Balju sal van enige bieder vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

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

5. Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju vir die Landdroshof, Bellville/Kuilsrivier.

Gedateer te Kaapstad hierdie 17de dag van Desember 1993.

Van der Spuy & Vennote, Prokureurs vir Eksekusieskuldeiser, Boland Bankgebou, Laer Burgstraat, Kaapstad. (Verw. INV/is.)

**Saak 5484/92**

**IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER**

**Suid-Afrikaanse Sentrale Koöperatiewe Graanmaatskappy Beperk, versus H. J. de Villiers (handeldrywende as Panorama Bakkery)**

Die volgende eiendom sal in eksekusie per openbare veiling verkoop word op 20 Januarie 1994 om 12:00, by die perseel te Sesde Laan 149, Kraaifontein:

Erf 6037, Kraaifontein, in die munisipaliteit Kraaifontein, afdeling Paarl, groot 892 vierkante meter, gehou kragtens Transportakte T62221/1989, geleë te Sesde Laan 149, Kraaifontein.

Die volgende inligting word verskaf betreffende die eiendom, maar niks word gewaarborg nie: Daar word gemeld 'n woonhuis op die eiendom te wees bestaande uit 'n sitkamer, eetkamer, kombuis, waskamer, drie slaapkamers en badkamer, asook 'n woonstel met badkamer, toilet en motorhuis.

**Verkoopvoorwaardes:**

1. Die eiendom sal verkoop word onderworpe aan die bepalings en voorwaardes van die Landdroshofwet, No. 32 van 1944, die reëls daarvolgens uitgevaardig en van die toepaslike titellaktes van die eiendom. Die eiendom sal onderworpe aan die voorafgaande aan die hoogste bieder en voetstoots verkoop word.

2. Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) daarvan in kontant of bankgewaarborgde tjek aan die Balju vir die Landdroshof ten tyde van die ondertekening van die verkoopvoorwaardes en die volle saldo daarvan is betaalbaar in kontant teen registrasie van die oordrag tesame met rente daarop teen die rentekoers soos voorgeskryf in die Wet op Voorgeskrewe Rentekoerse, Wet No. 55 van 1975, op die vonnisskuld of teen die rentekoers betaalbaar deur die Eksekusieskuldenaar (en ingeval daar enige voorkeurskuldeiser is, dan ook rente op sodanige voorkeurskuldeiser se vordering), watter een ook al die hoogste is, op datum van hierdie verkoping tot die datum van registrasie van oordrag in die naam van die koper en waar van toepassing bereken in terme van die relevante verband/e wat ten gunste van die Eksekusieskuldeiser deur die Eksekusieskuldenaar gepasseer is. Indien die balans van die koopprys die uitstaande bedrae wat aan die Eksekusieskuldenaar in terme van die vonnisskuld, oorskry, dan sal die koper rente betaal soos bo gemeld op die balans van die koopprys in plaas van op die vonnisskuld. Die koper moet binne veertien dae na datum van hierdie verkoping 'n goedgekeurde bank- of bougenootskapwaarborg aan die eksekusieskuldeiser se aktebesorgers lewer welke waarborg die balans van die koopprys verseker.

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

4. Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju vir die landdroshof, Bellville/Kuilsrivier.

Gedateer te Kaapstad hierdie 20ste dag van Desember 1993.

Van der Spuy & Vennote, Prokureurs vir Eksekusieskuldeiser, Boland Bankgebou, Laer Burgstraat, Kaapstad. (Verw. INV/is.)



## NATAL

Case 22062/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Execution Creditor, and  
**Lehlonono Cyprian Moloi**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 28 September 1993, the following immovable property will be sold in execution on 14 January 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 1632, Unit S, in the Township of Edendale, District of Pietermaritzburg, in extent (450) four hundred and fifty square metres, represented and described on Deed of Grant 10294, situated at 1632 Unit S, Edendale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: Upon the property is a residential dwelling-house.

*Material conditions of sale:*

1. The purchaser shall pay the full purchase price in cash or by bank guaranteed cheque immediately upon final acceptance of his bid by the Sheriff and before signing the conditions of sale.
2. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit 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 of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 15th day of November 1993.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 1784/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Abraham Pieter Jacobus Fourie**, First Defendant, and  
**Susara Elizabeth Fourie**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on 6 September 1993 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Empangeni in front of the Magistrate's Court, Justice Street, Empangeni, Natal, on Thursday, 20 January 1993 at 11:00, 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 33 Knutzen Street, Empangeni, Natal, namely:

Lot 958, Richards Bay Extension 7, situated in the Borough of Richards Bay, Administrative District of Natal, in extent nine hundred and eighty (980) square metres, which property is physically situated at 2 Geelhout Kruin, Richards Bay, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T1449/92.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house brick under tile consisting of an entrance-hall, lounge, dining-room, kitchen, laundry, three bedrooms, bathroom and toilet, bathroom and toilet. There is an outbuilding consisting of a garage and toilet.

*Zoning:* The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

- (a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.
- (b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 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 15,75% (fifteen comma seven five per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 1st day of December 1993.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr Maganathan Govender**, First Defendant, and  
**Mrs Jalutchmi Govender**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 6 September 1993 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Inanda at the front entrance to the Magistrate's Court, Moss Street, Verulam, on 14 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 2 Mt View Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, namely:

Lot 1236, Woodview, situated in the City of Durban, Administrative District of Natal, in extent four hundred and twenty-three (423) square metres, which property is physically situated at 40 Elmswood Garden, Woodview, 4051, and which property is held at the above-named Defendants under and by virtue of Deed of Transfer T24791/86.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of block under tile dwelling consisting of lounge/dining-room, kitchen, three bedrooms, bathroom and toilet.

*Zoning:* The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) 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 18% (eighteen per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 24th day of November 1993.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000/Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/016/018451/Mrs Chetty.)

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

In the matter between **First National Bank of SA Ltd**, Execution Creditor, and **R. Naidu**, First Execution Debtor, and  
**S. Naidu**, Second Execution Debtor

In pursuance of a judgment granted on 10 February 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 4350, Verulam Extension 17, situated in the Borough of Verulam and in the Port Natal-Edhodwe Board Area, Administrative District of Natal, in extent 769 square metres.

*Postal address:* 3 Canary Link, Suraya Heights, Verulam.

*Improvements:* Brick under tile dwelling comprising of three bedrooms, one with en-suite, lounge, dining-room, kitchen, laundry, toilet and bath.

*Zoning:* Residential (not guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 20% (twenty per cent) per annum, to the bondholder, First National Bank of SA 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 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 13th day of December 1993.

Phipson - De Villiers, Execution Creditor's Attorney, Fourth Floor, RMS Syfrets House, 331 Smith Street, Durban. (Tel. 304-7794.) (Ref. Chris Pride/22F040302.)

Case 1519/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMLAZI HELD AT UMLAZI

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Sibongile Eunice Tswane**, Defendant

In pursuance of judgment granted on 23 September 1993, in the Umlazi Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 19 January 1994 at 10:00, the main south entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu flag post), to the highest bidder:

*Description:* A certain piece of land, being Ownership Unit K353, in extent 383 square metres, situated in the Township of Umlazi, represented and described on General Plan BA11/1973, held by virtue of Deed of Grant 1888/36.

*Physical address:* Ownership Unit K353, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey maxi brick/plaster and asbestos dwelling (54,05 m<sup>2</sup>) comprising kitchen, lounge, two bedrooms, bathroom and w.c.'s.

Municipal electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 20,25% (twenty comma two five per 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, Umlazi.

Dated at Durban on this 14th day of December 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z17503/MM.)

Case 1621/89

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMLAZI HELD AT UMLAZI

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Gelduni David Mncwabe**, Defendant

In pursuance of judgment granted on 11 May 1993, in the Umlazi Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 19 January 1994 at 10:00, the main south entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu flag post), to the highest bidder:

*Description:* A certain piece of land, being Ownership Unit U504, in extent 368 square metres, situated in the Township of Umlazi, represented and described on General Plan BA83/1976, held by virtue of Deed of Grant G5403/13.

*Physical address:* Ownership Unit U504, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey maxi brick/block/plaster and asbestos dwelling (88,12 m<sup>2</sup>) comprising kitchen, dining-room, lounge, three bedrooms, bathroom and w.c.'s.

Municipal electricity, water supply and sanitation: Local authority.

*Improvements:* Fencing and gates.

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% (twenty 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, Umlazi.

Dated at Durban on this 14th day of December 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z04371/MM.)



## Case 1922/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Execution Creditor, and **Bhekinkosi Bethueli Zakwe**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 18 February 1993, the following immovable property will be sold in execution on 14 January 1994 at 11:00, at the Sheriff's Sales-room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 148, Imbali II, in the Township of Edendale, District of Pietermaritzburg, in extent 260 (two hundred and sixty) square metres, represented and described on Deed of Grant 12019, situated at Unit 148, Imbali II, Edendale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: Upon the property is a residential dwelling-house.

*Material conditions of sale:*

1. The purchaser shall pay the full purchase price in cash or by bank-guaranteed cheque immediately upon final acceptance of his bid by the Sheriff and before signing the conditions of sale.

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

3. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, 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 the 1st day of December 1993.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

## Case 7276/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Execution Creditor, and **Sikhumbuzo Philemon Mhlongo**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 23 April 1992, the following immovable property will be sold in execution on 14 January 1994 at 11:00, at the Sheriff's Sales-room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 1807, Unit S, in the Township of Edendale East, District of Pietermaritzburg, in extent 344 (three hundred and forty-four) square metres, represented and described on Deed of Grant 11487, situated at 1807 Unit S, Edendale East, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: Upon the property is a residential dwelling-house.

*Material conditions of sale:* The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, 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 the 14th day of December 1993.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

## Case 103/91

## 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 **M. E. Mchunu**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 26 February 1992 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 25 January 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site D813, Ezakheni, in extent 300 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G4984/125.

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

*Improvements:* Concrete block under asbestos roof, comprising two bedrooms, living-room and dining-room combined, bathroom, toilet and washbasin, extent 300 square metres.

*Material conditions:* The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River, on 25 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 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 6th day of December 1993.

Maree & Pace, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Our ref. Mr Swanepoel/CK189.)

Case 8007/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **Donald Graham Hutchinson**, Plaintiff, and **Anandan Doorsamy Naidoo**, Defendant

In pursuance of a judgment granted on 23 September 1992 in the Court of the Magistrate, Pinetown, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 January 1994 at 10:00, at the front entrance to the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam:

*Description:* Lot 954, Tongaat (Extension 5), situated in the Tongaat Town Board Area and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 129 [one thousand one hundred and twenty-nine] square metres].

*Postal address:* 39 Casuarina Road, Tongaat, improvements: A vacant piece of land.

Held by the Defendant in his name under Deed of Transfer T30623/1992.

*Material conditions of sale:*

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

2. (a) The purchaser shall pay a deposit of (10%) ten per cent of the purchase price and the auctioneer's commissioner 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 Court within fourteen (14) days after the sale to be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for payment of interest to the Execution Creditor and to the Bondholder/s at a prescribed rate of interest per annum 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 of the Court, Verulam, 2 Mount View Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

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

Van Lingen, Medalie & Francois, 36 Crompton Street, Pinetown. (Ref. Mrs Naidoo: Colls: H621.)

Case 1571/92

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Joan Margaret Simon**, First Defendant, **Victor Simon**, Second Defendant, and **Vehicle Securities Holdings CC**, Third Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), dated 12 June 1992 and a warrant of execution issued thereafter, the immovable properties which are described hereunder will be sold in execution, by the Sheriff for the Supreme Court, Pinetown, on 14 January 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, without reserve:

*Property descriptions:* Subdivision 1 of Lot 1638, Kloof, situated in the Borough of Kloof and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent seven thousand six hundred and fifty-two (7 652) square metres; held under Deed of Transfer T18100/1973 dated 30 October 1973 subject to the conditions therein contained; and

Subdivision 2 of Lot 1638, Kloof, situated in the Borough of the Kloof and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent seven thousand five hundred and twenty-three (7 523) square metres; held under Deed of Transfer T30893/1981 dated 23 December 1981 subject to the conditions therein contained.

*Physical address of properties:* 7 Sandy Lane, Kloof, Natal, zoning of properties: Special residential.

*Improvements on properties* (but nothing is guaranteed in respect thereof): Luxury home of brick under asbestos tile roof consisting of: Two lounges, dining-room, study, three bedrooms (all en suite), kitchen, laundry, scullery, three bathrooms/toilet and guest toilet.

*Outbuildings:* Double garage, servants' quarters, tennis court, swimming-pool, vacant land used as garden.

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

2. The purchaser of each property shall pay a deposit of 10% (ten per centum) of the purchase price in cash together with auctioneer's commission, immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Pinetown, within fourteen (14) days after the date of the sale.

3. Payment of Value-Added Tax which may be applicable in terms of the Act No. 89 of 1991 shall be borne by the purchaser of each property.

4. The purchaser of each property shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. Transfer of each property will be effected by the attorneys for the Execution Creditor and the purchaser of each property shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale in respect of each property may be inspected at the offices of the Sheriff for the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 6th day of December 1993.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Tel. 304-4706.) (Ref. SWA/jdd/15F2028/C1.)

#### Case 1776/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Anand Alwar**, First Defendant, and **Devagie Alwar**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 2 November 1993, a sale in execution will be held on Friday, 21 January 1994 at 10:00, at the front entrance of the Magistrate's Court, Scott Street, Scottburgh, when the following property will be sold by the Sheriff of the Magistrate's Court to the highest bidder:

Remainder of Subdivision 6 of Lot 32, Craigieburn, situated in the Development Area of Craigieburn, Umzinto Regional Water Services Area, Administrative District of Natal, in extent one thousand one hundred and sixteen (1 116) square metres; with the postal and street address of 32 Temple Street, Craigieburn.

*Improvements* (the following information is furnished but nothing is guaranteed in this regard): The property consists of brick and cement under tile roof split level dwelling comprising of two front entrances consisting of:

*Upper level:* Two balcony-type front verandahs, two lounges, three bedrooms, dining-room, kitchen, prayer room, two bathrooms with toilet and separate toilet.

*Lower level:* Garage, servant's quarters with kitchen sink and separate toilet.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 1 Savell Place, Scottburgh South.

Dated at Durban this 13th day of December 1993.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/ss/3390/93.)

#### Case 79/91

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **R. W. Majozi**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 10 September 1991 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 E2157, Ezakheni, in extent 438 (four hundred and thirty-eight) square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G1634/90.

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

*Improvements:* Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen, out-buildings, w.c. and shower.

*Extent:* 438 (four hundred and thirty-eighth) 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 (one hundred rand) on 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 & Investment Corporation Limited, within 21 (twenty-one) days.

Dated at Ladysmith on this the 3rd day of December 1993.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF161.)

#### Case 109/91

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **S. A. Zwane**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 19 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 E2506, Ezakheni, in extent 450 (four hundred and fifty) square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G2414/91.

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, out-buildings, w.c. and shower.

*Extent:* 450 (four hundred and fifty) 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 (one hundred rand) in value above the preceeding bid shall be accepted by the Sheriff.

3. The property is within a Black area and is accordingly reserved for ownership of the Black group.

4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.

5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold.

The property is deemed to have been purchased voetstoots.

6. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.

7. The sale shall be subject to the approval by KwaZulu Finance & Investment Corporation Limited, within 21 (twenty-one) days.

Dated at Ladysmith on this the 3rd day of December 1993.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF212.)

#### Case 48/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **T. G. Khoza**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 2 September 1993 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 D930, Ezakheni, in extent 300 (three hundred) square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G1162/86.

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

*Improvements:* Concrete block under asbestos roof, comprising two bedrooms, living-room and dining-room combined, bathroom, toilet and washbasin.

*Extent:* 300 (three hundred) 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 (one hundred rand) in value above the preceeding bid shall be accepted by the Sheriff.

3. The property is within a Black area and is accordingly reserved for ownership of the Black group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold.

The property is deemed to have been purchased voetstoots.

6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's Attorney, or the Sheriff of Klip River, Ladysmith.

7. The sale shall be subject to the approval by KwaZulu Finance & Investment Corporation Limited, within 21 (twenty-one) days.

Dated at Ladysmith on this the 3rd day of December 1993.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF439.)

#### Case 108/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **N. R. Ntumba**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 22 February 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 25 January 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E2741, Ezakheni, in extent 438 (four hundred and thirty-eight) square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G1628/90.

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

*Improvements:* Concrete block under corrugated iron, dwelling, comprising three bedrooms living-room, kitchen and outbuildings, w.c. and shower, extent 438 (four hundred and thirty-eight) square metres.

*Material conditions of sale:* 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 25 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 R100,00 in value above the preceding 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 give 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 Investments Corporation Limited, within 21 days.

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

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF333.)

#### Case 111/92

#### 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 **A. L. J. Thabede**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 17 August 1992, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 25 January 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E2403, Ezakheni, in extent 450 (four hundred and fifty) square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G4705/90.

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

*Improvements:* Concrete block under corrugated iron, dwelling, comprising three bedrooms, living-room, kitchen and outbuildings, w.c. and shower, extent 450 (four hundred and fifty) 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 25 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 R100,00 in value above the preceding 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 give 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 the 9th day of December 1993.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF337.)

## 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 **A. M. Bhengu**, Defendant

In pursuance of a judgment granted in the above Honourable Court, on 17 August 1992, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 25 January 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E2623, Ezakheni, in extent 438 (four hundred and thirty-eight) square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G3382/90.

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

*Improvements:* Concrete block under corrugated iron, dwelling, comprising three bedrooms, living-room, kitchen and outbuildings, w.c. and shower, extent 438 (four hundred and thirty-eight) 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 25 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 precedings 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 give 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 the 9th day of December 1993.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF341.)

## 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 **A. H. Xaba**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 7 December 1992, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 25 January 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E297, Ezakheni, in extent 450 (four hundred and fifty) square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G6059.

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 (four hundred and fifty) square metres.

*Material conditions of sale:* 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 25 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 preceding 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 give 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 the 13th day of December 1993.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF389.)

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

In the matter between **NBS Bank Limited**, Execution Creditor, and **Arushka Investments CC**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Pinetown, and writ of execution dated 15 October 1992, 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, 22 Chancery Lane, Pinetown, to the highest bidder:

*Description:* Subdivision 30 of Lot 3632, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, in extent (2 684) two thousand six hundred and eighty-four square metres; and



Subdivision 31 of Lot 4632, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, in extent nine hundred and sixty-two (962) square metres, held by the Mortgagor under Deed of Transfer T30909/91.

The immovable property is situated at 101 Plumstead Crescent, Reservoir Hills and 105 Plumstead Crescent, Reservoir Hills.

*Zoning:* Special/Residential.

*Improvements:* Vacant land.

*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 centum) 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, Pinetown [Tel. (031) 72-5211] (Ref. C. Gordon.)

Dated at Durban this 12th day of November 1993.

D. Swanepoel, for Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, Fourth Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N3677/93/N11.)

**Saak 2647/93**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser en  
**Norman Mzimkhulu Vilakazi**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 11 Oktober 1993, sal die ondervermelde eiendom op 19 Januarie 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit 7037, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

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

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

**Saak 506/93**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Bote Juba Msimanga**,  
Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 11 Oktober 1993, sal die ondervermelde eiendom op 19 Januarie 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit E7731, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

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

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

## IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOUD TE NEWCASTLE

in die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Dumazile Anna Zwane**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 15 Oktober 1993, sal die ondervermelde eiendom op 19 Januarie 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteelk aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Huis 6203, Osizweni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 5de dag van November 1993.

P. G. Steyn, vir De Jager, Kloppers & Steyn, vir Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

## Case 836/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI

In the matter between **KwaZulu Finance & Investments Corp. Ltd**, Plaintiff, and **Musa Carolic Mkhize**, Defendant

In pursuance of a judgment granted on 1 November 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 25 January 1994 at 09:00, in front of the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit H2533, situated in the Township of Esikhawini, District of Ongoye, in extent 600 (six hundred) square metres.
1. (b) *Street address*: H2533 Esikhawini Township.
1. (c) *Property description* (not warranted to be correct): Single storey block under tiled roof dwelling comprising of 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, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.
3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 1st day of December 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref 533/93(05/K600/533).]

## Case 787/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Moses Zenene Mngomezulu**, Defendant

In pursuance of a judgment granted on 5 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 25 January 1994 at 09:00, in front of the Magistrate's Court.

1. (a) *Deeds office description*: Ownership Unit J2555, situated in the Township of Esikhawini, District of Ongoye, in extent 338 (three hundred and thirty-eight) square metres.
1. (b) *Street address*: Ownership Unit J2555, Esikhawini.
1. (c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom. The property is 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, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.
3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 2nd day of December 1993.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 479/93 (05/K600/479).]

Case 1849/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Garnet Manzana Ngubane**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable properties belonging to the above-named Defendant, will be sold in execution on 19 January 1994 at 10:00, at the main South Entrance to the Magistrate's Court, Umlazi, near the National and KwaZulu flag post to the highest bidder for cash, without reserve:

(i) Ownership Unit 152, Unit 13, in the Township of Umlazi, District of Umlazi, Natal, in extent 327 (three hundred and twenty-seven) square metres; and

(ii) Ownership Unit 148, Unit 13, in the Township of Umlazi, District of Umlazi, Natal, in extent of 4 123 (four thousand one hundred and twenty-three) square feet.

The following information relating to the properties are furnished but not guaranteed in any way:

1. The properties are situated at Ownership Unit 152, Unit 13, in the Township of Umlazi, District of Umlazi, Natal and at Ownership Unit 148, Unit 3 in the Township of Umlazi, District of Umlazi, Natal.

2. The properties have been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 1st day of December 1993.

Austen Smith, Plaintiff's Attorney, Warmsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. PRJD/jh/K139.)

Case 18188/92

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

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **K. P. Mbele**, Defendant

In pursuance of a judgment of the Court of the Magistrate's, Pietermaritzburg, dated 21 September 1993, and the writ of execution the immovable property listed hereunder will be sold in execution on Friday, 14 January 1995 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, Natal to the highest bidder:

Sit 760, Unit T, situated in the Township of Edendale in the District of Pietermaritzburg, Natal, in extent 450 square metres represented and described on Deed of Grant 7139/87.

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 18,5% (eighteen comma five 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, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg, Natal.

A. H. R. Louw, for Geyser Libetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. K1L/50/evh.)

Case 923/89

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dhane Bhoosee**, First Defendant, **Chandermathi Bhoosee**, Second Defendant, and **Prakashdev Dhane**, Third Defendant

In pursuance of a judgment of the above Honourable Court, dated 4 April 1989, a sale in execution will be held on 18 January 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban, when the following property will be sold by the Sheriff of the Magistrate's Court for Durban North, to the highest bidder:

Subdivision 98 of Lot 328, Springfield, situated in the City of Durban, Administrative District of Natal, in extent 944 square metres, with the postal and street address of 36 Cedarville, Springfield.

*Improvements:* (The following information is furnished but nothing is guaranteed in this regard):

The property consists of vacant land.

*The sale shall be subject to the following conditions:*

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

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.

3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 23rd day of November 1993.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N074.1153.89.)



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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Jabu Barbara Zwane**,  
Defendant

In execution of a judgment of the Supreme Court of South Africa, Natal Provincial Division, the following immovable property belonging to the above-named Defendant, will be sold in execution, on 14 January 1994 at 10:00, at the front entrance to the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, Natal, to the highest bidder for cash, without reserve:

Ownership Unit 528, in the Township of Ohlange, District of Inanda, Natal, in extent 286 (two hundred and eighty-six) square metres, represented and described on Deed of Grant 13374.

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

1. The property is situated at Ownership Unit 528, in the Township of Ohlange, District of Inanda, Natal.
2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmesley House, 191 Pietermaritzburg Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 22nd day of November 1993.

Austen Smith, Plaintiff's Attorney, Warmesley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. PRJD/jh/K154.)

Case 378/93

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Siphiwe Michael Mthiyane**, Execution Debtor

In pursuance of a judgment granted on 11 May 1993, in the Magistrate's Court for the District of Umlazi, held at Umlazi, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Wednesday, 12 January 1994 at 10:00, at the Main South Entrance, to the Umlazi Magistrate's Court, Umlazi (near the National and KwaZulu Flag Post):

*Description:* Ownership Unit AA1086, in the Township of Umlazi, District of Umlazi, in extent three hundred and seventy-four (374) square metres, represented and described on General Plan PB266/1982, held under Deed of Grant G1707/87, street address, Unit A11086, Umlazi.

*Improvements:* A brick plastered asbestos roof dwelling-house consisting of: Three bedrooms, bathroom, kitchen and dining-room with electricity.

*Zoning:* Special residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

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

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 18% (eighteen per cent) per annum to the bondholder, Nedcor Bank Limited (formerly Nedpermm Bank Limited), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor, and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Old Magistrate's Office Room 101, V1030, Umlazi.

Dated at Durban this 22nd day of November 1993.

Livingston Leandy Inc., 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

Case 1866/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Ruthnum Buswayah Naidoo**, First  
Defendant, and **Gonum Naidoo**, Second Defendant

In pursuance of a judgment in the above Honourable Court, dated 13 October 1993, and a writ of execution issued thereafter, the immovable property, listed hereunder, will be sold in execution, on Friday, 21 January 1994 at 10:00, at the office of the Sheriff of the Supreme Court, 5 Courtyard, Derek Hall, Loop Street, Pietermaritzburg, to the highest bidder:

Subdivision 5692 (of 5599) of the Farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 180 square metres, held by the Defendant under Deed of Transfer T25954/1992.

The following information is given but not guaranteed:

1. The property is situated at 149 Springvale Road, Pietermaritzburg.
2. There is a double-storey semi-detached dwelling cement block under asbestos, comprising of lounge, kitchen, three bedrooms, bathroom, toilet and small store-room.

*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.

J. von Klemperer, for Von Klemperer & Davis, Plaintiff's Attorneys, 2 Princess Street, Pietermaritzburg. (Ref. JVK/LAP/01/F508/031.)

**Case 790/93**

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

In the matter between **KwaZulu Finance & Investment Corp. Limited**, Plaintiff, and **P. T. Dladla**, Defendant

In pursuance of a judgment granted on 29 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 25 January 1994 at 09:00, in front of the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit J164, situated in the Township of eSikhawini, District of Ongoye, in extent 338 (three hundred and thirty-eight) square metres.
1. (b) *Street address*: Ownership Unit J164, eSikhawini.
1. (c) *Property description (not warranted to be correct)*: Single storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom. The property is full electrified and on main sewerage.
1. (d) *Zoning/Special privileges or exemptions*: No special privileges or exemptions. Zoned Residential.
2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.
3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 29th day of November 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 488/93(05/K600/488).]

**Case 789/93**

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

In the matter between **KwaZulu Finance & Investment Corp. Limited**, Plaintiff, and **Zeneth Cebisile Nkosi**, Defendant

In pursuance of a judgment granted on 29 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 25 January 1994 at 09:00, in front of the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit H3567, situated in the Township of eSikhawini, District of Mtunzini, in extent 578 (five hundred and seventy-eight) square metres.
1. (b) *Street address*: Ownership Unit H3567, eSikhawini.
1. (c) *Property description (not warranted to be correct)*: Single storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom. The property is full electrified and on main sewerage.
1. (d) *Zoning/Special privileges or exemptions*: No special privileges or exemptions. Zoned Residential.
2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.
3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 29th day of November 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 487/93(06/K600/487).]

Case 792/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI

In the matter between **KwaZulu Finance & Investment Corp. Limited**, Plaintiff, and **Thezaphi Catherine Mkhize**, Defendant

In pursuance of a judgment granted on 29 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 25 January 1994 at 09:00, in front of the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit H1451, situated in the Township of eSikhawini, District of Ongoye, in extent 338 (three hundred and thirty-eight) square metres.

1. (b) *Street address*: Ownership Unit H1451, eSikhawini Township.

1. (c) *Property description (not warranted to be correct)*: Single storey brick under tile roof dwelling comprising of three bedrooms, lounge, dining-room, kitchen and bathroom. The property is full electrified and on main sewerage.

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

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

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

Dated at Empangeni this 29th day of November 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 493/93(05/K600/493).]

Case 791/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI

In the matter between **KwaZulu Finance & Investment Corp. Limited**, Plaintiff, and **Themba Muzikayifani Gumede**, Defendant

In pursuance of a judgment granted on 29 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 25 January 1994 at 09:00, in front of the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit H3614, situated in the Township of eSikhawini, District of Ongoye, in extent 345 (three hundred and forty-five) square metres.

1. (b) *Street address*: Ownership Unit H3614, eSikhawini.

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

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

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

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

Dated at Empangeni this 29th day of November 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 489/93(05/K600/489).]

Case 4408/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Mpandlana Shadrack Nxumalo**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 19 October 1993 the undermentioned property will be sold in execution on 26 January 1994 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Site Unit 5140 D, Madadeni Township, District of Newcastle.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

The conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed cheque immediately after the conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle this 1st day of December 1993.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, SA Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.



## Case 3379/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **Gideon Buthelezi**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 21 October 1993 the undermentioned property will be sold in execution on 19 January 1994 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Site 9059, Unit E, Madadeni Township, District of Newcastle.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 36 York Road, Newcastle.

The conditions are mainly the following:

- (1) The purchase price is payable in cash or guaranteed cheque immediately after the conclusion of the auction.
- (2) The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle this 29th day of November 1993.

Hopkins & Southey, Attorneys for Plaintiff, Suite 12, SA Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

## Saak 3379/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Limited**, Eksekusieskuldeiser, en **Gideon Buthelezi**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 21 Oktober 1993 word die ondervermelde eiendom op 19 Januarie 1994 om 10:00, voor die Landdroshof, Newcastle, geregtelik verkoop, naamlik:

Sekere Perseel E9059, Madadeni-dorpsgebied, Newcastle distrik.

Die eiendom is verbeter, maar niks word gewaarborg nie. Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, Yorkweg 36, Newcastle, en is onder andere die volgende:

- (1) Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
- (2) Die eiendom word voetstoots en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle hierdie 29ste dag van November 1993.

Hopkins & Southey, Prokureurs vir Eiser, 12 Bo Grond Vloer, SA Perm Arcade, Scottstraat 58, Newcastle.

## Case 2687/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Execution Creditor, and **Khusumuza Henry Sokhele**, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Pietermaritzburg, held at Pietermaritzburg, Natal, the following immovable property belonging to the above-named Defendant, will be sold in execution on 14 January 1994 at 11:00, at the Sheriff's Sale's Room, 277 Berg Street, Pietermaritzburg, Natal, to the highest bidder, for cash, without reserve:

Ownership Unit 828, Unit 18, in the Township of Edendale, District of Pietermaritzburg, Natal, in extent 450 (four hundred and fifty) square metres, represented and described on Deed of Grant 4036.

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

1. The property is situate at Ownership Unit 828, Unit 18, in the Township of Edendale, District of Pietermaritzburg, Natal.
2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 24th day of November 1993.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritzburg. (Ref. PRJD/jh/K110.)

## Saak 4407/93

## IN DIE LANDDROSHOF VAN DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Limited**, Eksekusieskuldeiser, en **Sipho Nicholas Hadebe**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 22 Oktober 1993 word die ondervermelde eiendom op 26 Januarie 1994 om 10:00, voor die Landdroshof, Newcastle, geregtelik verkoop, naamlik:

Sekere Perseel 1113F, Madadeni-dorpsgebied, Newcastle distrik.

Die eiendom is verbeter, maar niks word gewaarborg nie. Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, Yorkweg 36, Newcastle, en is onder andere die volgende:

- (1) Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

(2) Die eiendom word voetstoots en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle hierdie 2de dag van Desember 1993.

V. R. H. Southey, vir Hopkins & Southey, Prokureurs vir Eiser, 12 Bo Grond Vloer, SA Perm Arcade, Scottstraat 58, Newcastle.

#### Case 701/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **Elias Guitar Masango**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 23 February 1993 the undermentioned property will be sold in execution on 19 January 1994 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Site Unit 9755, Unit A, Madadeni Township, District of Newcastle.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

*The conditions are mainly the following:*

- (1) The purchase price is payable in cash or guaranteed cheque immediately after the conclusion of the auction.
- (2) The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle this 2nd day of December 1993.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, SA Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

#### Saak 701/93

#### IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Limited**, Eksekusieskuldeiser, en **Elias Guitar Masango**, Eksekusie skuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 23 Februarie 1993 word die ondervermelde eiendom op 19 Januarie 1994 om 10:00, voor die Landdroshof, Newcastle, geregtelik verkoop, naamlik:

Sekere Perseel 9755A, Madadeni-dorpsgebied, Newcastle distrik.

Die eiendom is verbeter, maar niks word gewaarborg nie. Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

- (1) Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
- (2) Die eiendom word voetstoots en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle hierdie 2de dag van Desember 1993.

V. R. H. Southey, vir Hopkins & Southey, Prokureurs vir Eiser, 12 Bo Grond Vloer, SA Perm Arcade, Scottstraat 58, Newcastle.

#### Saak 4408/93

#### IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Limited**, Eksekusieskuldeiser, en **Mpandlana Shadrack Nxumalo**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde goed gedateer 19 Oktober 1993 word die ondervermelde eiendom op 26 Januarie 1994 om 10:00, voor die Landdroshof, Newcastle, geregtelik verkoop, naamlik:

Sekere Perseel 5140D, Madadeni-dorpsgebied, Newcastle distrik.

Die eiendom is verbeter, maar niks word gewaarborg nie. Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, Yorkweg 36, Newcastle, en is onder andere die volgende:

- (1) Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
- (2) Die eiendom word voetstoots en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle hierdie 1ste dag van Desember 1993.

V. R. H. Southey, vir Hopkins & Southey, Prokureurs vir Eiser, 12 Bo Grond Vloer, SA Perm Arcade, Scottstraat 58, Newcastle.

Case 11159/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **Nedcor Bank Limited**, Plaintiff, and **J. C. Kvalsvig**, First Defendant, and **J. M. H. Kvalsvig**, Second Defendant

In pursuance of a judgment of a judgment granted on 19 October 1993, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution, on 21 January 1994, in front of the Magistrate's Court, Chancery Lane, Pinetown at 10:00:

*Description:* Subdivision 473 (of 47) of the farm Waterfall 978, situated in the Township of Waterfall and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 899 square metres, held under Deed of Transfer T11450/93.

*Physical address:* 35 Link Road, Waterfall.

*Improvements:* Brick under tile dwelling, three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, bar, laundry, garage, swimming-pool and servants' quarters.

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

2. The purchaser shall pay 10% (ten per centum) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per centum) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

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

Dated at Pinetown on this the 22nd day of November 1993.

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

Case 4414/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Bongani Enoch Mlangeni**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 19 October 1993, the undermentioned property will be sold in execution on 26 January 1994 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Site Unit 7914 E, Madadeni Township, District of Newcastle.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

*The conditions are mainly the following:*

1. The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

2. The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle this 1st day of December 1993.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, SA Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

Saak 4414/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Limited**, Eksekusieskuldeiser, en **Bongani Enoch Mlangeni**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 19 Oktober 1993, word die ondervermelde eiendom op 26 Januarie 1994 om 10:00, voor die Landdroshof, Newcastle, geregtelik verkoop, naamlik:

Sekere Perseel 7914 E, Madadeni-dorpsgebied, distrik Newcastle.

Die eiendom is verbeter, maar niks word gewaarborg nie. Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

(1) Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

(2) Die eiendom word voetstoots en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle hierdie 1ste dag van Desember 1993.

V. R. H. Southey, vir Hopkins & Southey, Prokureurs vir Eiser, 12 Bo Grond Vloer, SA Perm Arcade, Scottstraat 58, Newcastle.



Case 4407/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Sipho Nicholas Hadebe**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 22 October 1993, the undermentioned property will be sold in execution on 26 January 1994 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Site Unit 1113 E, Madadeni Township, District of Newcastle.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

*The conditions are mainly the following:*

1. The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.
2. The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle this 2nd day of December 1993.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, SA Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

Case 5300/88

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

In the matter between **Mondi Paper Company Limited**, Execution Creditor, and **Percy Pillay**, Execution Debtor

In pursuance of a judgment granted on 12 May 1992, in the Supreme Court in this matter and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution by the Sheriff or his authorised deputy, Inanda District, Verulam, on Friday, 14 January 1994 at 10:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

1. *Description:* Subdivision 2 of Lot 659, Section 4 (Flat 4) as shown and more fully described on Sectional Plan ST65/1978 in the building or buildings known as Shalimar Gardens, situated in the Local Authority area of Tongaat of which section the floor area according to the section plan is one hundred and nine (109) square metres in extent.

Together with an undivided share in the common property in the land and building or buildings 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 the schedule endorsed on the said sectional plan.

Held by the Execution Debtor (Identity Number 5802215114055) in his name and Vimlanagee Pillay (Identity Number 6210170151053) married in community of property to each other under Deed of Transfer ST4068/1987.

2. *Improvements:* The improvements on section 4 (Flat 4) consists of an entrance porch, living room, kitchen, two bedrooms with separate shower, w.c., bathroom and carport with a separate store room.

Nothing in this regard is guaranteed.

3. *Conditions:*

3.1 The property shall be sold to the highest bidder subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

3.2 The full conditions of sale may be inspected at the office of the Acting Sheriff, District of Inanda, Verulam.

3.3 The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, plus the Sheriff's commission of 5% of the proceeds of the sale up to the sum of R20 000 and thereafter 3% (three per cent) subject to a minimum of R100 and a maximum of R6 000 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 Acting Sheriff, District of Inanda the Acting Sheriff, District of Inanda within (14) fourteen days after the date of sale.

3.4 The property shall be sold as it stands.

Dated at Durban this 10th day of December 1993.

Legator McKenna Incorporated, Execution Creditor's Attorneys, 21st Floor, Eagle Building, Murchies Passage, 357 West Street, Durban. (Tel. 305-1571.) (Fax. 304-5455.) (Ref. E. Herr/hh/H.492.)

Case 5300/88

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

In the matter between **Mondi Paper Company Limited**, Execution Creditor, and **Percy Pillay**, Execution Debtor

In pursuance of a judgment granted on 12 May 1992, in the Supreme Court, in this matter and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution by the Sheriff or his authorised deputy, District of Inanda, Verulam, on Friday, 14 January 1994 at 10:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

1. *Description:* Lot 1190 Tongaat (Extension 13), 13 View Street, Desainagar, situate in the Tongaat Town Board Area and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand and twenty-two (1 022) square metres.

Held by the Execution Debtor (Identity Number 5802215113055) in his name and Vimlangee Pillay (Identity Number 6210170151053) married in community of property to each other under Deed of Transfer T25916/1986.

**2. Improvements:**

2.1 The property is zoned for Residential rights.

2.2 The improvements on the property are as follows:

2.2.1 The building is an incomplete double storey building which comprises of the following area of ground floor 122 m<sup>2</sup> which consists of entrance porch hall, TV lounge, lounge dining-room, study, open plan kitchen and scullery with adjoining servants quarters plus w.c. and double garage of 37 m<sup>2</sup>.

2.2.2 Area First Floor 97 m<sup>2</sup> which comprises of master bedroom with ensuite, three other bedrooms two of which share a common ensuite and open balcony of 14 m<sup>2</sup>

2.2.3 Some of the works which are incomplete are as follows: Submission and approval of sewage plans, appointed structural engineers (Stephen & Associates) certificate of stability, external roof, skylight gutters, downpipes, ridge tiles, waterproofing painting, windows and doors to the installed internal, tiles, floors, ceilings, electric fittings and sanitary ware.

Nothing in this regard is guaranteed.

**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 the rules made thereunder.

3.2 The full conditions of sale may be inspected at the office of the Acting Sheriff, District of Inanda, Verulam.

3.3 The purchaser 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 R20 000 and thereafter 3% (three per cent) subject to a minimum of R100 and a maximum of R6 000 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 attorneys to be furnished to the Acting Sheriff, District of Inanda within (14) fourteen days after the date of sale.

3.4 The property shall be sold as it stands.

Dated at Durban this 10th day of December 1993.

LAGATOR KCKENNA INCORPORATED, Execution Creditor's Attorneys, 21st Floor, Eagle Building, Murchies Passage, 357 West Street, Durban. (Tel. 305-1571.) (Fax 304-5455.) (Ref. E. Herr/hh/H.492.)

**Case 2035/93**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Natal Provincial Division)

In the matter between **Dorbyl Vehicle Trading & Finance Company (Pty) Ltd**, Plaintiff, and **Reuben Kloppe**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Natal Provincial Division) given at Pietermaritzburg on 6 September 1993, the following immovable property will be sold in execution on Friday, 28 January 1994 at 10:00, at the Magistrate's Court, Kokstad, Natal, to the highest bidder:

Erf 928, Matatiele Extension 5, situated in the Borough of Matatiele, Administrative District of Matatiele in extent one thousand nine hundred and nine (1 909) square metres, which property is held under Deed of Transfer T17052/1993.

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

1. The property is situated at 33 School Street, Matatiele.

2. The property is unimproved.

**Material conditions of sale:** The purchaser shall pay 10% (ten per cent) 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 attorneys to be furnished to the Sheriff of the Supreme Court, Kokstad within fourteen (14) days of the date of the sale. The full conditions of sale can be inspected at the office of the Sheriff of the Supreme Court for the District of Mount Currie, 71 Hope Street, Kokstad.

Dated at Pietermaritzburg this 13th day of December 1993.

Graham Harrison & Company, 220 Berg Street, Pietermaritzburg. (Ref. G. V. Harrison/01F14S002.)

**Case 47117/93**

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Robert Shaw**, First Defendant, and **Elizabeth Shaw**, Second Defendant

By virtue of a judgment of the above Honourable Court dated 24 September 1993, and a warrant of execution issued thereunder, the immovable property which is described hereunder, will be sold in execution on 27 January 1994 at 10:00, at the Durban Magistrate's Court, Somtseu Road, Durban, voetstoots to the highest bidder:

**Property description:** Subdivision 4 of Lot 33, Amanzimtoti, situated in the Borough of Amanzimtoti and in the Amanzimtoti Regional Water Services Area, Administrative District of Natal, measuring one thousand four hundred and two (1 402) square metres, held under Deed of Transfer T33651/88, subject to all the conditions contained therein.

*Physical address of property:* 42 Bhengu Road, Amanzimtoti.

*Zoning of property:* Special residential.

*Improvements to property* (but nothing is guaranteed in respect hereof): Double garage attached to main house, three bedrooms, bedroom with en suite, two toilets, bathroom, lounge carpeted, dining-room carpeted, kitchen tiled, built-in cupboards, servants' quarters with toilet and shower, swimming-pool and yard fully fenced.

*Conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price, in cash, together with the auctioneer's commission plus Value-Added Tax, in cash immediately after the sale. The balance of the purchase price together with interest as set out in the conditions of sale shall be payable against transfer to be secured, in the interim, by a bank or building society guarantee, to be furnished to the Sheriff of the Magistrate's Court within 14 (fourteen) days after the sale.
3. Payment of Value-Added Tax which may be applicable in terms of Act 89 of 1991 which shall be borne by the purchaser.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor from date of sale to date of registration of transfer as set out in the conditions of sale.
5. Transfer will be effected by the Execution Creditor's attorneys and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer upon request by the said attorneys.
6. The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, Durban South, at 101 Lejaton Building, 40 St George's Street, Durban, and at the offices of the Execution Creditor's attorneys.

Dated at Durban this 15th day of December 1993.

From: Adams & Adams, P.O. Box 1014, Pretoria, 0001.

Woodhead, Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. BJHI/RN/gdp 43F6146.A3.)

---

## ORANJE-VRYSTAAT ORANGE FREE STATE

---

**Saak 2756/93**

### IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Allied Bank, Eiser, en **J. J. van Zyl**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 22 September 1993, sal die ondervermelde eiendom geregtelik verkoop word op Vrydag, 14 Januarie 1994 om 09:30, voor die hoofingang van die Landdroskantoor, Murraystraat, Kroonstad, deur Liz Venter Afslaers, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 1000, geleë in die dorp Kroonstad, distrik Kroonstad, groot 850 (agthonderd en vyftig) vierkante meter, onderworpe aan sekere servitute soos uiteengesit in en gehou kragtens Akte van Transport T8592/91, beter bekend as Boshoffstraat 2, Kroonstad.

Die eiendom bestaan uit 'n woning met 'n sinkdak, steenmure en betonomheining.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju en Liz Venter Afslaers, Hillstraat, Kroonstad.

Die belangrikste voorwaardes daarin vervat is die volgende:

Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die verbandhouer, soos uiteengesit in die verkoopvoorwaardes wat ter insae lê by die kantore van die Balju en Liz Venter Afslaers, Hillstraat, Kroonstad.

Geteken te Kroonstad op hierdie 14de dag van Desember 1993.

E.A. Burke, vir Naudé, Thompson & De Bruyn, Reitzstraat 23, Posbus 932, Kroonstad, 9500.

**Case 3578/93**

### IN THE SUPREME COURT OF SOUTH AFRICA (Orange Free State Provincial Division)

In the matter between **Standard Credit Corporation Limited**, Plaintiff, and **Christoffel Johannes Erasmus** (Id. No. 6502065024001), Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suit a sale with/without reserve price is to take place at the Main Murray Entrance of the Magistrate's Court, Kroonstad, on Friday, 14 January 1994 at 09:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, 62 Murray Street, Kroonstad, prior to the sale:

Erf 6104, situated in the town Kroonstad Extension 54, district Kroonstad, in extent 574 (five hundred and seventy-four) square metres, held by Deed of Transfer T3727/90, subject to the conditions contained therein and subject specially to a reservation of Mineral Rights.



Consisting of entrance hall, lounge, dining-room, family room, guest toilet with basin, kitchen and scullery, double garage, three bedrooms with built-in cupboards, two bathrooms, passage and sewing nook, tiled floors, swimming-pool, pre-fab concrete, brick walls, outside toilet, verandah on top level and sun shade roofing for two vehicles.

And being 7 Armstrong Street, Uitsig, Kroonstad.

**Terms:** 10% (ten per cent) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 (twenty thousand rand) or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 (six thousand rand) in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, Attorney for Plaintiff, c/o Israel & Sackstein, 26/28 Aliwal Street, Bloemfontein. (Ref. NS9305.)

Case 3230/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Hendrik Johannes Viljoen** (Id. No. 4209245105005), First Defendant, and **Teresa Ursula Viljoen** (born 14 January 1945), Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suit a sale with/without reserve price is to take place in front of the Magistrate's Court, Weber Street, Odendaalsrus, on Friday, 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 time of the sale and which conditions may be inspected at the offices of the Sheriff, Church Street, Odendaalsrus, prior to the sale:

Certain Erf 1970, situated in the Township of Odendaalsrus Extension 4, district Odendaalsrus, measuring 848 (eight hundred and forty-eight) square metres, held by Deed of Transfer T9161/88, subject to certain reservation of Mineral Rights and other conditions contained therein.

Consisting of lounge, dining-room, kitchen, pantry, three bedrooms, bathroom, bathroom/toilet, double garage, precast fencing, verandah and braai area.

And being 5 Delfinium, Residensia, Odendaalsrus.

**Terms:** 10% (ten per cent) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 (twenty thousand rand) or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 (six thousand rand) in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, Attorney for Plaintiff, c/o Israel & Sackstein, 26/28 Aliwal Street, Bloemfontein. (Ref. NS9595.)

Case 2279/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Nomthini Agnes Vena** (Id. No. 6303300587088), Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suit a sale with/without reserve price is to take place at the Peet Avenue Entrance of the Magistrate's Court, Bloemfontein, on Friday, 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 time of the sale and which conditions may be inspected at the offices of the Sheriff, Bloemfontein East, 5 Barnes Street, Bloemfontein, prior to the sale:

Erf 15691, Mangaung, district Bloemfontein, measuring 198 (one hundred and ninety-eight) square metres, as shown on General Plan L66/88, held under Deed of Transfer TL13808/91, subject to the conditions contained therein.

Consisting of two bedrooms, bathroom/toilet, kitchen and lounge.

**Terms:** 10% (ten per cent) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 (twenty thousand rand) or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 (six thousand rand) in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, Attorney for Plaintiff, c/o Israel & Sackstein, 26/28 Aliwal Street, Bloemfontein. (Ref. NS9458.)

Case 468/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Maria Masello Mondluli**, Identity Number 6207060429086, Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suite, a sale with/without reserve price is to take place at the Peet Avenue Entrance, of the Magistrate's Court, Bloemfontein, on Friday, 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 time of the sale and which conditions may be inspected at the offices of the Sheriff, Bloemfontein East, 5 Barnes Street, Bloemfontein, prior to the sale:

Erf 15528, Mangaung, District of Bloemfontein, measuring 198 (one hundred and ninety-eight) square metres, as shown on General Plan L66/1988, held by Certificate of Registered Grant of Leasehold TL10513/1991, subject to the conditions contained therein, consisting of lounge, two bedrooms, kitchen and bathroom/toilet.

**Terms:** Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball (N59117), Attorney for Plaintiff, c/o Isreal & Sackstein, 26/28 Aliwal Street, Bloemfontein.

Case 1094/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (Allied), Plaintiff, and **Monnane Petrus Mutloe**, Defendant

In execution of a judgment of the above Honourable Court in the above suit, a sale without reserve will be held at the Magistrate's Court, Peet Avenue, Bloemfontein, on Friday, 14 January 1994 at 10:00, on conditions to be read by the auctioneer at the time of the sale of the following property of the Defendant to wit:

Certain Site 11074, Mangaung, District of Bloemfontein, held by the Defendant in terms of Certificate of Right of Leasehold TL2679/88, with improvements thereon.

**Terms:** The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

**Improvements:** Three bedrooms, bathroom, lounge, kitchen and toilet.

**Conditions:** The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein this 26th day of November 1993.

E. Holtzhausen, for Webbers, Attorney for Plaintiff, Third Floor, Allied House, West Burger Street, Bloemfontein.

## OPENBARE VEILINGS, VERKOPE EN TENDERS PUBLIC AUCTIONS, SALES AND TENDERS

### KAAP • CAPE

#### AUCOR (CAPE) (PTY) LTD

BREATHTAKING EXECUTIVE SEAVIEW APARTMENT LUXURIOUSLY FURNISHED  
HOUT BAY/CAPE TOWN

IN THE MATTER **TIME HOUSING (PTY) LTD**, IN LIQUIDATION, **MASTER'S REFERENCE No. T1797/93**

**On the spot:** Apartment 11, 1 Chapmans Peak Drive, Hout Bay.

**On:** Tuesday, 4 January 1993.

**At:** 10:30.

Duly instructed by the joint liquidators, Laurence F. Pereira of Vorster Pereira Inc., and Leslie Cohen of Westrust, we will sell by public auction, Apartment 11, 1 Chapmans Peak Drive, Hout Bay, as per Title Deed ST8108/92.

This exquisite apartment, with garage and parking bay, has spectacular views over picturesque Hout Bay. Accommodation comprises large open-plan entrance-hall, lounge, dining-room, four bedrooms with three bathrooms, all fully carpeted and architecturally finished plus a Gourmet kitchen is fitted with oak-trimmed Melamine cupboards and built-in eye-level oven and hob. The complex has a swimming-pool.

For further details please contact the auctioneers.

**View:** Monday, 3 January 1994 from 12:00 to 16:00, or by appointment with the auctioneers. Kindly speak to the auctioneer or Mr Fastovsky at Tel. (021) 611-532.

**Terms:** 20% (twenty per cent) deposit (bank or bank-guaranteed cheque) on the fall of the hammer. The balance to be paid by suitable guarantees within 30 days of confirmation.

Bidders being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive of Value-Added Tax.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood, Sandton. Tel: (011) 444-5550. Fax: (011) 444-5551.

Aucor (Cape) (Pty) Ltd, 5 Fisher Avenue, Epping Industria, Cape Town. Tel: (021) 54-4446. Fax/ (021) 54-4777. (S.A.I.A.)

---

## ORANJE-VRYSTAAT ORANGE FREE STATE

---

### PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, LADYBRAND op 21 Januarie 1994 om 10:00 voor die Landdroskantoor te LADYBRAND die ondergemelde eiendomme by publieke veiling verkoop:—

- (1) Die plaas DIE DAM 1011, distrik Ladybrand. *GROOT*: 44,0843 hektaar.
- (2) Die restant van die plaas LINDE'S RUST 353, distrik Ladybrand. *GROOT*: 336,4970 hektaar.  
(Eiendomme (1) en (2) blykens Akte van Transport T2544/1952)
- (3) Die plaas KLEIN LINDE'S RUST 838, distrik Ladybrand. *GROOT*: 137,7774 hektaar.
- (4) Die plaas KLEIN ALIDA 515, distrik Ladybrand. *GROOT*: 228,1858 hektaar.
- (5) Onderverdeling 1 van die plaas LINDE'S RUST 353, distrik Ladybrand. *GROOT*: 242,8040 hektaar.  
(Eiendomme (3) tot (5) blykens Akte van Transport T4124/1975)
- (6) Die plaas LIBERTAS 747, distrik Ladybrand. *GROOT*: 256,9596 hektaar.  
(Eiendom (6) blykens Akte van Transport T1866/1966)

Eiendomme (1) tot (5) in die naam van wyle CHRISTIAAN FREDERICK VAN DER LINDE en eiendom (6) in die naam van LALIE VAN DER LINDE.

Ligging van hierdie eiendomme:—

24 km oos van Hobhouse.

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

*Eiendomme (1) tot (5)*

2 Woonhuise, motorhuis, 3 skure, 2 afdakke, melkstal, 4 buitekamers, swartskool, skeerskuur, rondawel en arbeidershuise. Omhein en verdeel in kampe. Sinkdam, boorgat en 2 sementdamme.

*Eiendom (6)*

Arbeidershuis. Boorgat en sementdam.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedraë moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BBAL 00978 02G/06G. BBAL 01081 01G/02G/05G/06G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 23 Desember 1993.

---



Help om ons land, Suid-Afrika,  
skoon te hou!



Please keep our country, South  
Africa, clean!

# 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.*

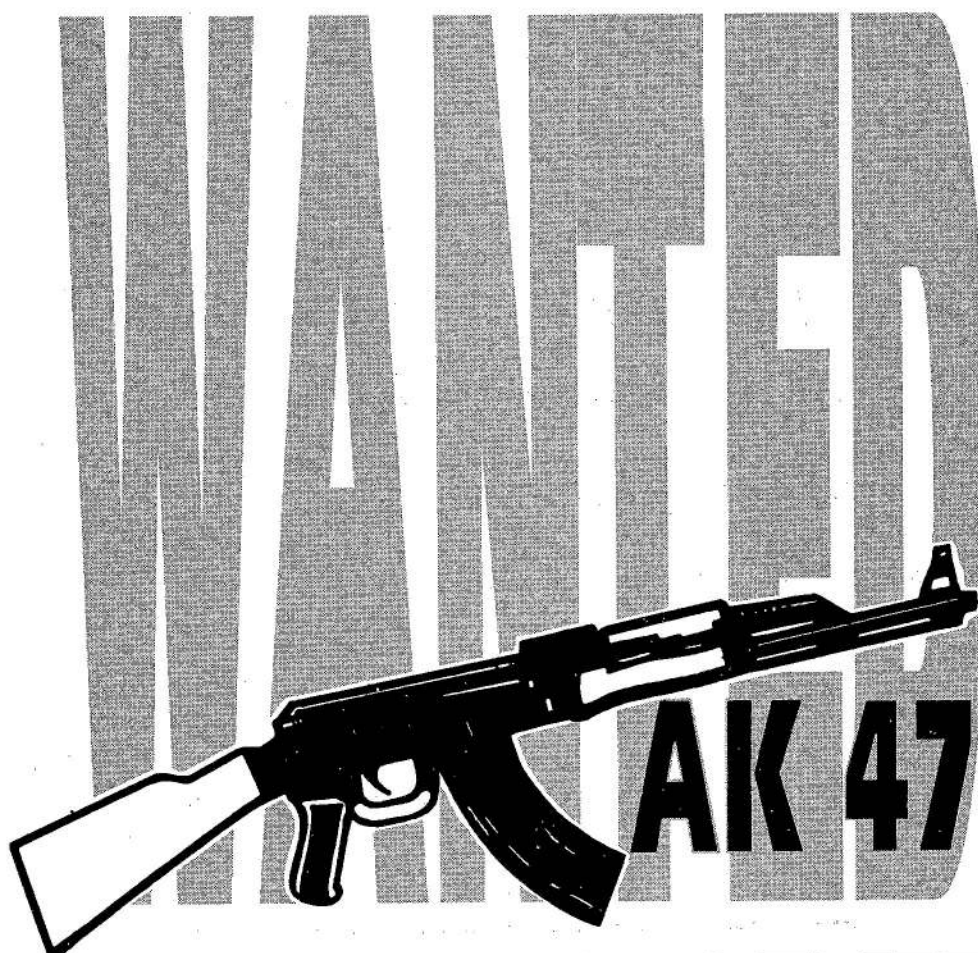
—oOo—

# 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.*



**STOP MURDER  
ROBBERY  
RAPE**

---

**UP TO R6000 WILL BE PAID  
FOR VALUABLE INFORMATION**

---

**SECREC Y GUARANTEED**

**PHONE TOLL FREE**

**0800 11 12 13**



---



---

## INHOUDSOPGAWE

### WETLIKE KENNISGEWINGS

	<i>Bladsy</i>
GEREGTELIKE EN ANDER OPENBARE VERKOPE.....	9
Geregtelike verkope:	
Provinsies: Transvaal.....	9
Kaap .....	93
Natal .....	124
Oranje-Vrystaat .....	144
Openbare veilings, verkope en tenders .....	146

---



---



---



---

## TABLE OF CONTENTS

### LEGAL NOTICES

	<i>Page</i>
SALES IN EXECUTION AND OTHER PUBLIC SALES .....	9
Sales in execution:	
Provinces: Transvaal.....	9
Cape .....	93
Natal .....	124
Orange Free State .....	144
Public auctions, sales and tenders .....	146

---



---

# Belangrik

*Maak uself deeglik vertrouud met die*

***“Voorwaardes vir Publikasie”***

*van wetlike kennisgewings in die Staatskoerant,  
asook met die nuwe tariewe wat daarmee in  
verband staan*

***Sien Lys van Vaste Tariewe en Voorwaardes op  
voorste binnebladsye***



# 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***