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# Staatskoerant Government Gazette

Vol. 343

PRETORIA, 14 JANUARIE  
JANUARY 1994

No. 15422

***WETLIKE  
KENNISGEWINGS***

***LEGAL  
NOTICES***

**B**

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

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

(INWERKINGTREDING: 1 JUNIE 1993)

## LYS VAN VASTE TARIEWE

| <i>Gestandaardiseerde kennisgewings</i>  | <i>Tarief per plasing</i> |
|--|---------------------------|
|  | R                         |
| <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                     |
| <br><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 bevels <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<br/>insertion<br/>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<br>Number of words in copy | Een plasing<br>One insertion | Twee plasinge<br>Two insertions | Drie plasinge<br>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

### SLUITINGSTYPE VIR DIE AANNAME VAN KENNISGEWINGS

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

### CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

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

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

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

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

(5) In geval van 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 ONGEKANSELLEERDE INKOMSTESEËLS.

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

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

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

**COPY**

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

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

- (1) The kind of notice.

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

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

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

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

**PAYMENT OF COST**

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

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

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

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



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

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

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

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

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

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

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

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

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

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

before publication.

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

The following stamps are not acceptable:

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

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

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

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

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

**BEWYS VAN PUBLIKASIE**

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

**PROOF OF PUBLICATION**

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

***Belangrike Kennisgewing***

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

***Important Notice***

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

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

## GEREGTELIKE VERKOPE • SALES IN EXECUTION

### TRANSVAAL

Saak 8756/93

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **mnr. L. S. Nkwana**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 29 Oktober 1993 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 9 Februarie 1994 om 14:00 te die Landdroskantore, Seshego, geregteelik verkoop sal word, naamlik:

Eenheid 1032, Zone H, Seshego, distrik Seshego, groot 450 vierkante meter, ook bekend as 1032 Zone H, Seshego.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Hans van Rensburgstraat 68, Pietersburg, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van koopsom op datum van veiling.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.
4. Reserve prys wat op veiling aangekondig sal word.

Gedateer te Pietersburg op hede die 20ste dag van Desember 1993.

H. J. S. Grobler, vir Henstock, Green & Grobler, Tweede Verdieping, Pioniergebou, Landdros Marestraat 52, Posbus 65, Pietersburg, 0700. [Tel. (01521) 7-2248.] (Verw. AVDM/IS0034.)

Case 3351/90

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

In the matter between **United Building Society Ltd**, Plaintiff/Execution Creditor, and **Andries Lewies Botes**, First Defendant/Execution Debtor, and **Dawid Frederik Botes**, Second Defendant/Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Springs dated 16 May 1990 and a writ of execution issued pursuant to this judgment, the following will be sold in execution without reserve to the highest bidder on 4 February 1994 at 15:00, at the offices of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs:

Certain Erf 180, Strubenvale Township, Registration Division IR, Transvaal, measuring 1 983 (one thousand nine hundred and eighty-three) square metres, held by the Defendants under Deed of Transfer T11655/82.

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

*Main buildings:* Brick building under iron roof consisting of entrance-hall, lounge, dining-room, three bedrooms, bathroom/toilet, kitchen and stoep.

*Outbuildings:* Servant's room, laundry, toilet, garage, walls and paving.

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

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

Dated at Springs on this the 21st day of December 1993.

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

Case 23415/93  
PH 140

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited and prior to that known as Nedbank Limited), Plaintiff, and **Beisheim, Ziegfried Heinrich**, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, the property listed herein will be sold on 27 January 1994 at 10:00, at the offices of De Klerk Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Remaining Extent of Erf 350, Three Rivers Township, Registration Division IQ, Transvaal, in extent 4 151 (four thousand one hundred and fifty-one) square metres, held under Deed of Transfer T10281/1989, situated at 28 Spey Drive, Three Rivers, Vereeniging, consisting of a residential dwelling with outbuildings.



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

*Improvements:* Residential dwelling with outbuildings.

*Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to the date of registration of transfer at the rate of 16% (sixteen per cent) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

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

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

Orelowitz Attorneys, Plaintiff's Attorneys, First Floor, Palm Grove, Grove City, 196 Louis Botha Avenue, Houghton Estate; P.O. Box 46366, Orange Grove, 2119. (Tel. 483-1737/41/44/62/66.) (Fax. 483-1785.) [Ref. N5573 (VER) Mr Orelowitz/ab.] C/o N. C. H. Bouman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 23769/93  
PH 140

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

In the matter between **Nedcor Bank Limited**, formerly known as Nedperm Bank Limited and prior to that known as Nedbank Limited, Plaintiff and **Sandyan, Parsuraman**, also known as **Paulin Sandyan**, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, the property listed herein will be sold on 2 February 1994 at 10:00, at Johriahof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Erf 500, Palm Ridge Township, Registration Division IR, Transvaal, in extent 1 040 (one thousand and forty) square metres, held under Deed of Transfer T33874/1989, situated at 11 Ursinia Road, Palm Ridge.

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

*Improvements:* Residential dwelling with outbuildings.

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

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

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

Orelowitz Attorneys, Plaintiff's Attorney, First Floor, Palm Grove, Grove City, 196 Louis Botha Avenue, Houghton Estate; P.O. Box 46366, Orange Grove, 2119. (Tel. 483-1737/41/44/62/66.) (Fax. 483-1785.) [Ref. N5568(YEO) Mr Orelowitz/ab.]

Case 4765/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Walter Desmond Wiggill**, First Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 9 November 1993, and writ of execution, issued pursuant thereto the property listed hereunder will be sold in execution on 11 February 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Portion 162 (a portion of Portion C) of the farm Driefontein 85, situated on Plot 162, North Rand Road, Driefontein, in the Township of Driefontein, District of Boksburg, measuring 4,2827 (four comma two eight two seven) hectares.

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

Building built of brick and plaster, tiled roof comprising an entrance-hall, lounge, dining-room, family room, study, kitchen, scullery, laundry, three bedrooms, two bathrooms with w.c., staff-room, store-room, a granny flat with three bedrooms, two lounges, kitchen, bathroom with w.c., and a shower with a w.c.

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

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

Dated at Boksburg on this the 28th day of December 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. AF0970/Mrs Teixeira.)

## Case 5937/93

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

In the matter between **First National Bank of S.A. Ltd** (Reg. No. 05/01225/06), Plaintiff, and **Reuben Albert Frederick Lloyd**, First Defendant, and **Beryl Cooper Lloyd**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 13 September 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 11 February 1994 at 11:15, at the office of the Sheriff, 183 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 131, Bardene Extension 2 Township, situated on 10 Nieshout Street, Bardene, in the Township of Bardene, District of Boksburg, measuring 1 000 (one thousand) square metres.

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

Building built on brick and plaster, tiled roof comprising an entrance-hall, lounge, dining-room, study, kitchen, scullery, three bedrooms, two bathrooms, two showers, three w.c.'s, double garage, bar and a swimming-pool.

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

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

Dated at Boksburg on this the 30th day of December 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. FB0950/Mrs Teixeira.)

## Case 1848/93

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

In the matter between **ABSA Bank Limited United Bank Division** (Reg. No. 86/04794/06), Plaintiff, and **Raymond Nicholas Paphitis**, First Defendant, and **Evelyn Catherine Paphitis**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 23 April 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 11 February 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder.

Certain Erf 1627, Impalapark Extension 1 Township, situated on 14 Agulhas Street, Impala Park Extension 1, in the Township of Impala Park Extension 1, District of Boksburg, measuring 869 (eight hundred and sixty-nine) square metres.

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

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

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. AU0162/Mrs Teixeira.)

## Case 6959/92

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

In the matter between **Standard Bank of SA Ltd**, Plaintiff, and **Ndodo Petrus Mkhulisa**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 14 December 1992, the property listed hereunder will be sold in execution on Wednesday, 16 February 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 2686, Wattville Township, Registration Division IR, Transvaal, measuring 296 (two hundred and ninety-six) square metres, known as 2686 Nobadeula Street, Wattville, Benoni (hereinafter referred to as the Property).

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

Dwelling-house with usual improvements, brick under tiles comprising of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family-room, w.c., outbuildings consisting of single garage, servant's room and w.c.

*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 21% (twenty one per centum) per annum on the Preferent Creditor 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 guaranteed within 14 (fourteen) days from the date of sale.

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

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

Dated at Benoni on this the 22nd day of December 1993.

A. R. Pettersen, for I. Kramer, Wesemann & Pettersen, First Floor, United Building, 64 Cranbourne Avenue, Benoni. (Ref. Britz/M74.)

**Case 25352/93**

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff and **Trousil Josef Frantisek** 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, Benoni, at 49 Kempston Avenue, Benoni, on 3 February 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Benoni, prior to the sale:

Certain Holding 45, Fairlead Agricultural Holdings, Registration Division IR, Transvaal, being 557 Pretoria Road, Fairlead Agricultural Holdings, Benoni, measuring 1,5732 (one comma five seven three two) hectares.

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, three bedrooms, bathroom, w.c., two staffrooms, two stores, double garage, carport, w.c. and a kitchen.

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

Dated at Johannesburg on this the 22nd day of December 1993.

Hammond Pole & Dixon, for Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 52-8666.) [Ref. Mrs Teixeira/AU0309 (AU309)]

**Case 14833/93**

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

In the matter between **Nedcor Bank Limited**, Plaintiff and **Jonathan Manuel Ndhlovu**, First Defendant and **Sophie Matsidiso Shayi**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Wonderboom, at Portion 83, De Onderstepoort, north of Sasko Mills, old Warmbaths Road, Bon Accord, on Friday, 4 February 1994, at 11:00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff, Wonderboom, at Portion 83, De Onderstepoort, north of Sasko Mills, old Warmbaths Road, Bon Accord:

Erf 22476, Mamelodi Extension 4 Township, Registration Division JR, Transvaal, measuring 260 (two hundred and sixty square metres), held by virtue of Deed of Transfer TL82181/92.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed:

Dwelling-house comprising two bedrooms, bathroom, lounge, kitchen.

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

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

Dated at Pretoria on this the 3rd day of January 1994.

H. Abro, for Hack, Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria; P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] [Ref. D. Frances/JD GT1168(A).]



**KENNISGEWING VAN GEREGTELIKE VERKOPING**

Ter uitwinning van vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in ondergemelde sake, soos deur **Nedcor Bank Beperk** verkry sal 'n verkoping sonder 'n reserweprys gehou word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria-Noord, op die 28ste dag van Januarie 1994 om 11h00 van die ondervermelde eiendomme van die Verweerders op die voorwaardes wat deur die vendusie-afslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê:

**Saak 1606/89.**

**Vonnisskuldenaar: Agnes Mathapuna.**

*Eiendom:* Huurpag Perseel Nr. 1038, Blok DD, Soshanguve, woongebied van Soshanguve, distrik van die Distriksverteenwoordiger, Departement van Ontwikkelingshulp, Soshanguve.

*Groot:* 940 (nege vier nul) vierkante meter.

*Gehou:* Kragtens Akte van Transport T30273/92 (voorheen sertifikaat van Reg van Huurpag).

*Beskrywing:* Woonhuis bestaande uit twee slaapkamers, een en 'n halwe badkamer, kombuis, oopplan sit- en eetkamer.

*Verwysing:* Mnr. Coetzee/RL/40/93.

**Saak 2112/93.**

**Vonnisskuldenaar: M. T. & M. A. Mokhawane.**

*Eiendom:* Huurpagperseel Nr. 1537 L Soshanguve woongebied van Soshanguve, distrik van die Distriksverteenwoordiger, Departement van Ontwikkelingshulp, Soshanguve.

*Groot:* 375 (drie sewe vyf) vierkante meter;

*Gehou:* Kragtens Akte van Transport T49531/92 (voorheen sertifikaat van Reg van Huurpag).

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

*Verwysing:* Mnr. Coetzee/RL/82/93.

**Saak 11754/93.**

**Vonnisskuldenaar: A. A. & L. M. Chauke.**

*Eiendom:* Erf 286, Soshanguve-HH, Registrasieafdeling JR, Transvaal.

*Groot:* 508 (vyf nul agt) vierkante meter.

*Gehou:* Sertifikaat van Eiendomsreg TE79079/92.

*Beskrywing:* Woonhuis bestaande uit drie slaapkamers, badkamer, kombuis, sitkamer, ingeboude kaste.

*Verwysing:* Mnr. Coetzee/RL/280/93.

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

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

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

H. L. Coetzee, vir Coetzee Prokureurs, 15de Verdieping, S.A.L.U.-gebou, hoek van Andries- & Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Mnr. Coetzee/rl.)

**Case 24378/93  
PH 104**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor and **Brown Russell Michael**, Execution Debtor.

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Brakpan, on 4 February 1994 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan prior to the sale:

Certain Erf 148, situated in the Township of Brenthurst, Registration Division IR, Transvaal, being 1 Olga Street, Brenthurst, Brakpan, measuring 1 061 (one thousand and sixty-one) square metres.

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

A detached single storey brick built residence with metal roof, comprising kitchen, lounge/dining-room, entrance-hall, family-room, study, store-room, separate toilet, four bedrooms, two bathrooms with outbuildings with similar construction comprising of garage, carport, toilet and two store-rooms.

*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 with fourteen (14) days from the date of sale.

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

Dated at Johannesburg this 9th day of December 1993.

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

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

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser en **Rantsho Boas Tshabalala**, Eerste Eksekusieskuldenaar, en **Jenifer Rosina Tshabalala**, Tweede Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 4 Februarie 1994 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere erf 1500, Lethlabile, groot 216 vierkante meter.

**Verbeterings:** Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers maar kan nie gewaarborg word nie.

**Terme:** Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

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

Geteken te Brits op hede die 23ste dag van November 1993.

R. H. van Onselen vir Jonker van Onselen & Kie Ing., Van Veldenstraat 40, Pobus 1008, Brits. (Mev. Botha:KH83.)

Saak 1150/99

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

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser en **Winnie Malebshane Nkuna**, Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 4 Februarie 1994 om 09:00 voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere erf 185, Lethlabile, groot 300 (driehonderd) vierkante meter.

**Verbeterings:** Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers maar kan nie gewaarborg word nie.

**Terme:** Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

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

Geteken te Brits op hede die 23ste dag van November 1993.

R. H. van Onselen, vir Jonker van Onselen & Kie Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Mev. Botha:KH13.)

Saak 1675/90

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

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser en **Ntshonyana Daniel Kwadi**, Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 4 Februarie 1994 om 09:00 voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere Erf 1015, Lethlabile, groot 318 (drie een agt) vierkante meter.

**Verbeterings:** Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers maar kan nie gewaarborg word nie.

**Terme:** Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

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

Geteken te Brits op hede die 23ste dag van November 1993.

R. H. Van Onselen, vir Jonker van Onselen & Kie Ing., Van Veldenstraat 40, Pobus 1008, Brits. (Mev. Botha:KH47.)

Saak 3155/93

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

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuleiser, en **Mokgesi Solomon Martins**,  
Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 4 Februarie 1994 om 09:00 voor die Landdroshof, Van Veldenstraat, Brits, geregteik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere erf 1379, Lethlabile, groot 216 (twee een ses) vierkante meter.

*Verbeterings:* Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers maar kan nie gewaarborg word nie.

*Terme:* Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

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

Geteken te Brits op hede die 23ste dag van November 1993.

R. H. van Onselen, vir Jonker van Onselen & Kie Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Mev. Botha:KH85.)

Case 23141/91  
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Tihapane Daniel Tsietsi**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 2 February 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, Alberton, Johriahof, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

Certain Site 1508, situated in the Township of Likole Extension 1, Registration Division IR, Transvaal, being 1508 Larato Street, Siluman View, Likole Extension 1, Alberton, measuring 396 (three hundred and ninety-six) square metres.

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

A detached single storey brick built residence with 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 25th day of November 1993.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/T5-cb.)

Case 16322/93  
PH 388

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

In the matter between **Nedcor Bank Limited** Plaintiff and **Le Roux Zacharias Petrus**, First Defendant, and **Kelly Jean**,  
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, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, at 10:00 on Friday, 4 February 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 8 of Erf 656, Lone Hill Extension 18 Township, Registration Division IR, Transvaal, area 476 (four hundred and seventy-six) square metres, situation: 8 Golf Close, Lonehill Extension 18.

*Improvements* (not guaranteed): A house under tiled roof consisting of three bedrooms, 2½ bathrooms, kitchen, lounge, family-room, dining-room, double garage with brick walls around the property.



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

Dated at Johannesburg on this the 26th 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. Foreclosures N1:NS164.)

Case 3369/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ojolonimu Shalukeni** and **Eugenia Shalukeni** Defendants

Pursuant to a judgment of this Court and subsequent warrant for execution dated 20 October 1993 (Reissue), the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's office Brits on 4 February 1994 at 09:00:

Stand 1390, Lethlabile, District of Brits, Registration Division JQ, Transvaal, measuring 216 square metres, held under Deed of Grant 258/91.

following improvements exist on the property although in this respect nothing is guaranteed: Two-bedroomed dwelling-house.

*Material conditions of the sale are:*

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff from date of sale to date of payment.
- (c) Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Brits.
- (d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest, etc.
- (e) The purchase price shall be paid as to 10% (ten per centum) thereof or R400 (four hundred rand), whichever is the greater, together with the Sheriff's auction charges of 4% (four per cent) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank society guarantee within 14 (fourteen) days from the date of sale.
- (f) Failing compliance with provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per cent) of the purchase price as roukoop.
- (g) The full conditions of the sale are available for inspection at the office of the Sheriff, Brits.

Dated at Brits on this the 19th day of November 1993.

J. M. Erasmus, c/o E. D. Ras, Attorney for Plaintiff, Perm Plaza, Murray Avenue, P.O. Box Five, Brits, 0250.

Case 70/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Junias Mumholo** en **Ndalengalala Mumholo**, Defendants

Pursuant to a judgment of this Court and subsequent warrant for execution dated 1 November 1993 (Reissue), the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 4 February 1994 at 09:00:

Stand 1393, Lethlabile, District of Brits, Registration Division JQ, Transvaal, measuring 216 square metres, held under Deed of Grant 261/91.

The following improvements exist on the property although in this respect nothing is guaranteed: Two-bedroomed dwelling-house.

*Material conditions of the sale are:*

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff from date of sale to date of payment.
- (c) Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Brits.
- (d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest, etc.
- (e) The purchase price shall be paid as to 10% (ten per centum) thereof or R400 (four hundred rand), whichever is the greater, together with the Sheriff's Auction charges of 4% (four per cent) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank society guarantee within 14 (fourteen) days from date of sale.
- (f) Failing compliance with provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per cent) of the purchase price as roukoop.
- (g) The full conditions of the sale are available for inspection at the office of the Sheriff, Brits.

Dated at Brits on this the 19th day of November 1993.

J.M. Erasmus, c/o E. D. Ras, Attorney for Plaintiff, Perm Plaza, Murray Avenue, P.O. Box Five, Brits, 0250.



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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gert Martinus Stephanus Johannes Janse van Rensburg**, First Defendant, and **Gerherbrecht Susanna Jacoba Janse van Rensburg**, Second Defendant

Pursuant to a judgment of this Court and subsequent warrant for execution dated 26 October 1993 (reissue), the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 4 February 1994 at 09:00:

Portion 204 (a portion of Portion 77) of the farm Roodekopjes 417, Registration Division JQ, Transvaal, measuring 8,4763 (eight comma four seven six three) hectares, held under Deed of Transfer T54106/88.

The following improvements exist on the property, although in this respect nothing is guaranteed: Dwelling-house.

*Material conditions of the sale are:*

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff from date of sale to date of payment.
- (c) Immediately after the sale, the purchaser shall sign the condition of sale which can be inspected at the Sheriff's Office, Brits.
- (d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest, etc.
- (e) The purchase price shall be paid as to 10% (ten per centum) thereof or R400 (four hundred rand), whichever is the greater, together with the Sheriff's auction charges of 4% (four per cent) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from date of sale.
- (f) Failing compliance with provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per cent) of the purchase price as roukoop.
- (g) The full conditions of the sale are available for inspection at the office of the Sheriff, Brits.

Dated at Brits this 19th day of November 1993.

J. M. Erasmus, c/o E. D. Ras, Attorney for Plaintiff, Perm Plaza, Murray Avenue, P.O. Box 5, Brits, 0250.

Case 76/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Johannes Shitumkukeni**, en **Ebba Shitumkukeni**, Defendants

Pursuant to a judgment of this Court and subsequent warrant of execution dated 1 November 1993 (reissue), the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 4 February 1994 at 09:00:

Stand 1389, Lethlabile, District Brits, Registration Division JQ, Transvaal, measuring 216 (two hundred and sixteen) square metres, held under Deed of Grant 257/91.

The following improvements exist on the property although in this respect nothing is guaranteed: Two bedroom dwelling-house.

*Material conditions of sale are:*

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff from date of sale to date of payment.
- (c) Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Brits.
- (d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest, etc.
- (e) The purchase price shall be paid as to 10% (ten per centum) thereof or R400 (four hundred rand), whichever is the greater, together with the Sheriff's auction charges of 4% (four per centum) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank society guarantee within 14 (fourteen) days from date of sale.
- (f) Failing compliance with provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per centum) of the purchase price as roukoop.
- (g) The full conditions of the sale are available for inspection at the office of the Sheriff, Brits.

Dated at Brits this 19th day of November 1993.

J. M. Erasmus, c/o E. D. Ras, Attorney for Plaintiff, Perm Plaza, Murray Avenue, P.O. Box 5, Brits, 0250.

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Matsobane Gabriel Kwanaite**, Defendant

Pursuant to a judgment of this Court and subsequent warrant for execution dated 7 October 1993, the hereunder-mentioned property will be sold in execution to the highest bidder, at the Magistrate's Office, Brits, on 4 February 1994 at 09:00:

Stand 3149A, Lethlabile, District of Brits, Registration Division JQ, Transvaal, measuring 600 square metres, held under Deed of Grant 403/90.

The following improvements exist on the property although in this respect nothing is guaranteed: Three bedroom dwelling-house.

*Material conditions of the sale are:*

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff from date of sale to date of payment.
- (c) Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Brits.
- (d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest, etc.
- (e) The purchase price shall be paid as to 10% (ten per centum) thereof or R400 (four hundred rand), whichever is the greater, together with the Sheriff's auction charges of 4% (four per centum) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank society guarantee within 14 (fourteen) days from date of sale.
- (f) Failing compliance with provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per centum) of the purchase price as roukoop.
- (g) The full conditions of the sale are available for inspection at the office of the Sheriff, Brits.

Dated at Brits this 19th day of November 1993.

J. M. Erasmus, c/o E. D. Ras, Attorney for Plaintiff, Perm Plaza, Murray Avenue, P.O. Box 5, Brits, 0250.

Case 11250/93  
PH 104

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni, on 3 February 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

*Certain:* Section 6 as shown and more fully described on Sectional Plan SS59/1985, in the scheme known as Glen Mochrey, in respect of the land and building or buildings, situated at Benoni Township in the area of the Local Authority of Benoni, of which the floor area according to the sectional plan is 119 (one hundred and nineteen) square metres in extent, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan situated in the Township of Benoni, Registration Division Transvaal, being 114 Harper Avenue, Benoni, measuring 119 (one hundred and nineteen) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom, outbuildings with similar construction comprising of carport.

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

Auctioneer's charges, payable on the day of 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 3rd day of November 1993.

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

## Case C235/93

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

In the matter between **Nedcor Bank Limited**, (formerly known as Nedperm Bank Limited), Plaintiff, and **J. M. Zitha**, Defendant

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the following immovable property will be sold in execution on 11 February 1994 at 12:00, at Kabokweni, to the highest bidder at the office of the Magistrate Kabokweni:

Stand 800 C Matsulu C, measuring 480 (four hundred and eighty) square metres.

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

*Conditions of sale:*

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

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

Dated at Nelspruit this the 26th day of November 1993.

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

## Case C358/93

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

In the matter between **Nedcor Bank Limited**, (formerly known as Nedperm Bank Limited), Plaintiff, and **Lot Robert Hadebe**, Defendant

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the following immovable property will be sold in execution on 11 February 1994 at 12:00, to the highest bidder at the office of the Magistrate Kabokweni:

Stand 1273, Kanyamazane A, measuring 502 square metres.

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

*Conditions of sale:*

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

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

Dated at Nelspruit this 29th day of November 1993.

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

## Case 24576/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Sheridan-Fosse Jane Helene**, 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 4 February 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 279, situated in the Township of Blairgowrie, Registration Division IQ, Transvaal, being 33 Nelson Drive, Blairgowrie, Randburg, measuring 1 289 (one thousand two hundred and eighty-nine) square metres.

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

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

*Terms:* 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 7th day of December 1993.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5151.) (Ref. Foreclosures/S467/cb.)



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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Slutzkin, Michellè**, 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 4 February 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 699, situated in the Township of Gallo Manor, Registration Division IR, Transvaal; being 21 Malopo Street, Gallo Manor, Sandton, measuring 1 520 (one thousand five hundred and twenty) square metres.

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

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

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 7th day of December 1993.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5151.) (Ref. Foreclosures/S409/cb.)

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

In the matter between **Eastern Province Building Society**, Plaintiff, and **Olivier, Stoffel**, First Defendant, and **Olivier, Liesbet**, 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 for the District of Boksburg, situated at 182 Leeuwpoot Street, Boksburg, on Friday, 28 January 1994 at 11:15, of the undermentioned property of the defendant/defendants on and subject to the conditions to be read out by the auctioneer at the offices of the said Sheriff situated at 182 Leeuwpoot Street, Boksburg, prior to the sale. Such conditions may be inspected at the offices of the said Sheriff:

The property is Section 2 as shown and fully described on Sectional Plan SS108/1992 in the building or buildings known as Erf 243, Windmill Park, situated at Windmill Park, Local Authority of Boksburg, measuring, according to the said section plan 47 (forty-seven) square metres in extent, and an undivided share in the common property in the land and buildings as shown and more fully described on the said sectional plan and apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title SS35727/1992, which is situated at 6 Gelderblom Drive, Windmill Park, Boksburg (the property) and which property consists of the following improvements in respect whereof nothing is however warranted or guaranteed:

The property is a single storey detached dwelling, measuring 47 square metres and consisting of lounge, kitchen, two bedrooms and bathroom.

The property is of tiled roof, brick external walls and carpeted floors.

The sewerage on the property is waterborne, and the electricity and water are municipal.

**Terms:**

1. 10% (ten per centum) of the purchase price must be paid to the said Sheriff in cash on the day of the sale. The balance of the purchase price together with interest thereon at the rate of 16,15% (sixteen comma one five per centum) per annum, calculated daily and compounded monthly, calculated from the date of the sale to the date of registration of transfer, is payable against registration of transfer, and the balance and interest is to be secured by a bank or building society or other acceptable guarantee, or is to be paid in cash. The balance of the purchase price plus the said interest is to be furnished within 14 (fourteen) days from the date of the sale to the Sheriff or the Plaintiff's attorneys.

2. The Sheriff's auctioneer's charges, payable on the day of the sale in execution is calculated at the rate of 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) with a minimum fee of R100 (one hundred rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Should the Sheriff, however, be entitled to a higher charge than such higher charge shall be paid by the purchaser on the date of the sale in execution.

3. The sale shall be subject to Value-Added Tax (VAT) and the purchaser shall be liable to pay the amounts of VAT in respect of the purchase price of the sale, the said Sheriff's charges, advertisement costs and auctioneer's/s' charges.

Dated at Johannesburg this 10th day of January 1994.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. (Tel. 333-0046.) (Fax. No. 29-0274.) (Dx. 257 JHB.) (Ref. Max Cohen/Mrs R. Mehl/E227.)

Case 18435/90

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Alta Lenting**, Defendant

Pursuant to a judgment of the above Court, and a warrant of attachment, dated 5 June 1991, the undermentioned property will be sold in execution, on Wednesday, 2 February 1994 at 10:00, at the offices of the Sheriff, 142 Struben Street, Pretoria, to the highest bidder:

Erf 149, situated in the Township of Elarduspark, Registration Division JR, Transvaal, measuring 1 249 square metres, held by the Defendant under Deed of Transfer T979/1985, known as 561 Alandale Street, Elardus Park, Pretoria.

At the time of the preparation of this notice, the following improvements were situated on the property, although in this respect nothing is guaranteed: A house comprising lounge, dining-room, family room, study, five bedrooms, three bathrooms, kitchen, three 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 South, Messcor House, 30 Margaretha Street, Riverdale, Pretoria.

Signed at Pretoria on this the 10th day of December 1994.

M. S. L. Coetzee, for Findlay & Niemeyer, Plaintiff's Attorneys, 635 Permanent Building, Paul Kruger Street, Pretoria. (Tel. 326-2487.) (Ref. Mrs Venter.)

Saak 3431/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **S. P. Mashigo**, Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 4 Februarie 1994 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere Erf 765, Lethlabile, groot 362 vierkante meter.

*Verbeterings:* Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers maar kan nie gewaarborg word nie.

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

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

Geteken te Brits op hede die 7de dag van Desember 1993.

R. H. van Onselen, vir Jonker Van Onselen & Kie Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha/ S591:CS0636.)

Case 26107/92  
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Thakor, Balwantsingh**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg on 3 February 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, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

*Certain:* Erf 3761, situated in the Township of Lenasia Extension 3, Registration Division IQ, Transvaal, being 27 Suikerbos Street, Lenasia Extension 3, Westonaria.

*Measuring:* 991 (nine hundred and ninety-one) square metres.

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

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

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/T89/cb.)

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Katz, Cyril Stanley**, 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 4 February 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:* Section 27, as shown and more fully described on Sectional Plan SS106/91, in the scheme known as Morningside Acres, in respect of the land and building or buildings situated at Morningside Manor Extension 2 Township, Local Authority of Sandton, of which section the floor area according to the said Sectional Plan is 83 (eighty-three) 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. Being 27 Morningside Acres, Protea Place, Morningside Manor.

*Measuring:* 83 (eighty-three) square metres.

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

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

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

Dated at Johannesburg this 8th day of December 1993.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/K185/cb.)

Case 7723/93

PH 104

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Parkins, Douglas Ernest**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni on 3 February 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

*Certain:* Erf 3071, situated in the Township of Northmead, Registration Division IR, Transvaal, being 49 Third Street, Northmead, Benoni.

*Measuring:* 1 407 (one thousand four hundred and seven) square metres.

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

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

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

Dated at Johannesburg this 10th day of December 1993.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/P169/cb.)



Saak 30/93

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

In die saak tussen **Dorpsraad van Swartruggens**, Eksekusieskuldeiser, en **Bacon, Nel, Venter en Janse van Rensburg**, Eksekusieskuldenaars

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof in bogemelde saak, sal 'n verkoping sonder reserve deur die geregsbode, Swartruggens te Landdroskantoor, Jan van Riebeeckstraat, Swartruggens op 28 Januarie 1994 om 11:00, gehou word van die ondergenoemde eiendom van die eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde geregsbode:

Sekere Erf 209, in die voorstad van Swartruggens, Registrasieafdeling JP, Transvaal, ook bekend as Baronstraat, Swartruggens.

Verbetering (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende:

**Terme:** 10% (tien persent) van die koopprys en 4% (vier persent) afslaersgelde (minimum R10) in kontant op die veilingsdag; die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 18,50% (agtien komma vyftig persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Rustenburg op 15 Desember 1993.

Wessels & Le Roux, Prokureur vir Eksekusieskuldeiser, Unitedgebou, Tweede Verdieping, Steenstraat 60, Rustenburg; Posbus 54, Rustenburg, 0300. (Tel. 0142-20221.) (Verw. AP/Mnr De Bruyn/SM59.)

Case 33756/92  
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Wohlgeuth: Lutz Ernest Heinz**, 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, 3 February 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff of the Supreme Court, prior to the sale:

**Certain:** Remaining extent of Erf 672, Westdene Township, Registration Division IR, Transvaal, area, 496 (four hundred and ninety-six) square metres, situation, 22A Andover Street, Westdene, Johannesburg.

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

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

Dated at Johannesburg on this the 20th 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. ForcelosuresN4:NB69.)

Case 8237/93

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

In the matter between **First National Bank of S.A. Limited**, Judgment Creditor, and **Ronald John Marais**, Judgment Debtor

In execution of a judgment granted in the Boksburg Magistrate's Court on 13 September 1993, in the above-mentioned suit, a sale without reserve price, will be held on 11 February 1994 at 10:00, at the offices of the Sheriff, 182 Leeuwpoot Street, Boksburg, on the undermentioned property of the Judgment Debtor on the conditions to be read out by the auctioneer at the offices of the Sheriff, Boksburg, prior to the sale:

**Certain** Erf 612, Dawn Park, Extension 2 Township, Registration Division IR, Transvaal, held under Deed of Transfer T33834/1992, dated 30 April 1992, and situated at 6 Annette Street, Dawn Park, Boksburg.

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

A single-storey dwelling comprising an entrance-hall, lounge, family room, dining-room, study, kitchen and scullery with three bedrooms, two bathrooms with showers, two w.c.'s, dressing-room, garage, two carports and outside room plus 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from date of sale. Auctioneer's charges payable on the date of sale, to be calculated as follows: 5% (five per cent) of 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).

Dated at Boksburg this 14th day of December 1993.

Manfred Jacobs & Husted, Attorneys for the Judgment Creditor, Lawmark Chambers, 8 Loop Street, Boksburg. (Ref. Mr Husted.)



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

In die saak tussen **O.T.K. (Koöperatief) Beperk**, Eiser, en **Petrus Lodewikus Bodenstein**, Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief tot eksekusie, gedateer 18 Maart 1993, sal die hieronder vermelde eiendom geregtelik verkoop word op 28 Januarie 1994 om 11:00, te die Landdroskantoor te Hoogestraat, Potgietersrus, aan die persoon wat die hoogste aanbod maak:

Erf 2062, in die dorp Piet Potgietersrust-uitbreiding 9, Registrasieafdeling KS, Transvaal, groot 1 439 vierkante meter, gehou kragtens Akte van Transport T40331/1980.

Die volgende inligting word verstrek maar nie gewaarborg nie: Die eiendom is onverbeterd.

*Voorwaardes:* Die volledige voorwaardes van hierdie verkoping lê ter insae by die kantoor van die Balju, Potgietersrus, Eerste Verdieping, Munpengebou, Voortrekkerstraat 80, Potgietersrus.

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

E. J. V. Penzhorn, Tweede Verdieping, Unitedgebou, Esselenstraat 291, Sunnyside, Pretoria. (Verw. H257995.)

**KENNISGEWING VAN VERKOPING IN EKSEKUSIE**

Ingevolge uitsprake van die Landdros van Vanderbijlpark en lasbriewe vir eksekusie sal die volgende onroerende eiendomme, wat spesiaal uitwinbaar is in eksekusie verkoop word aan die hoogste bieder, op Vrydag, 4 Februarie 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark.

*Eksekusieskuldeiser:* **Nedcor Bank Beperk** voorheen bekend as Nedperm Bank Beperk.

*Verkoopvoorwaardes:*

1. Die eiendomme sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdrosdroswet, No. 32 van 1944, soos gewysig en die regte van verbandhouders en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees soos volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van die verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer op die dag van die verkoping, welke waarborg betaalbaar moet wees teen registrasie van transport in die naam van die koper, vry van kommissie te Vanderbijlpark.

(b) Die balans is betaalbaar in kontant binne veertien (14) dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne veertien (14) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju-Landdrosdros te Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die genoemde reg in die naam van die koper.

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

4. Die eiendom word verkoop onderworpe aan die terme en titelvoorwaardes daarvan.

5. Verbeterings hieronder vermeld word nie gewaarborg of hiermee verseker dat dit korrek is nie.

**Saak 5479/93.**

*Vonnisskuldenaar:* **Ralitsebe Abraham Sebolai** en **Maria Ntlakana Sebolai**.

*Eiendom:* Alle reg, titel en belang in die huurpag ten opsigte van Perseel 58229 in die dorpsgebied Sebokeng, Eenheid 3, Registrasieafdeling IQ, Transvaal.

*Groot:* 259 vierkante meter.

*Verwysing:* P3/128.

*Beskrywing:* Twee slaapkamerhuis met sitkamer, eetkamer, kombuis en badkamer.

**Saak 6032/93.**

*Vonnisskuldenaar:* **Moabi Ephraim Matshedisho** en **Daphne Mapule Matshedisho**.

*Eiendom:* Alle reg, titel en belang in die huurpag ten opsigte van Perseel 9216, in die dorpsgebied Sebokeng, Eenheid 7, Registrasieafdeling IQ, Transvaal.

*Groot:* 260 vierkante meter.

*Verwysing:* P3/134.

*Beskrywing:* Twee slaapkamerhuis met sitkamer en kombuis.

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

P. G. S. Uys, vir Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark.

Case 24399/92  
PH 388IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Atkinson: Lynette**, 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, 4 February 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 2454, Blairgowrie township, Registration Division JR, Transvaal, area 777 (seven hundred and seventy-seven) square metres, situation, 74 Morell Road, Blairgowrie, Randburg.

*Improvements* (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, garage and servants' quarters with precast and brick 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).

Dated at Johannesburg on the 14th 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. ForeclosuresN4:NB41.)

Case 27773/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Ferreira: Frank Herbert**, First Defendant, and **Ferreira: Elizabeth**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 4 February 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

*Certain:* Erf 227, Brakpan-Noord Township, Registration Division IR, Transvaal, being 23 Bacher Street, Brakpan-North, Brakpan, measuring 1 048 (one thousand and forty-eight) 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 lounge, dining-room, three bedrooms, two bathrooms with a w.c., kitchen, garage and w.c.

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

Dated at Johannesburg on the 13th 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/U00039 (UB39).]

Case 26021/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Labuschagne: Jan Hermanus**, First Defendant, and **Labuschagne: Kathleen Dorothy**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 4 February 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

*Certain:* Erf 1392, Brakpan Township, Registration Division IR, Transvaal, being 10 Kitzinger Avenue, Brakpan, measuring 991 (nine hundred and ninety-one) square metres.

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

Building built of brick and plaster, tiled roof comprising an entrance-hall, lounge, dining-room, kitchen, laundry, four bedrooms, bathroom, double garage, servant's room, w.c. and swimming-pool.

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

Dated at Johannesburg on the 13th 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/U00030 (UB30).]

**Case 25069/93**

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Thomas: Edward**, First Defendant, and **Brandt: Ruth Michelle**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 4 February 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

*Certain:* Erf 1023, Leachville Extension 1 Township, Registration Division IR, Transvaal, being 3 Dikbas Crescent, Leachville Extension 1, Brakpan, measuring 601 (six hundred and one) square metres.

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

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

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

Dated at Johannesburg on the 13th 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/A00022 (A022).]

**Case 23612/93**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kazi, Wahidoodin**, Defendant

In pursuance of a judgment of the above Honourable Court, dated 12 October 1993, and a writ of attachment (immovable property) dated 19 October 1993, the following immovable property will be sold in execution by the Sheriff of the Supreme Court, Benoni, at 49 Kemston Avenue, Benoni, on 3 February 1994 at 10:00, to the highest bidder:

Certain unit consisting of:

(a) Section 5 as shown and more fully described on Sectional Plan SS52/1980 in the scheme known as Rynsoord 235, in respect of the land and building or buildings situated at Township of Rynsoord Local Authority of Benoni of which the floor area, according to the said sectional plan, is 93 (ninety-three) square metres in extent; and

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

Held under Certificate of Registered Sectional Title ST52/1980 (5) (unit), and situated at 23 Jacques Street, Rynsoord, Benoni.

*Improvements:* Brick double storey dwelling-house under IBR-roof on old semi-detached section and cement tiles on new semi-detached section consisting of three lounges, dining-room, two kitchens, six bedrooms, three bathrooms, toilet, entrance-hall, servants' quarters with toilet, laundry.

*Terms and conditions:*

1. 10% (ten per centum) of the purchase price to be paid in cash on the day of the sale and the balance together with interest 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 the sale.

2. The purchaser shall be liable for all costs and expenses to procure transfer including the Sheriff for the Supreme Court's fees.

3. The purchaser shall be liable for all outstanding rates and taxes in respect of the property.

4. The complete conditions of sale may be inspected at the office of the Sheriff for the Supreme Court, 49 Kempston Avenue, Benoni.

Dated at Springs this 11th day of November 1993.

Ian M. Stoloff, for Hammarschlag Gishen, Stoloff De Swardt Inc., Plaintiff's Attorneys, Sixth Floor, Standard Bank, Arcade; Corner of Third Avenue and Fourth Street, P.O. Box 184, Springs. (Tel. 812-2400.) (Ref. Mr Stoloff/NB/K.13.)



Case 2842/93

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

In the matter between **First National Bank**, Plaintiff, and **J. K. Kgoaripe**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court, granted on 21 July 1993 and subsequent warrant of execution, the Defendant's right, title and interest in and to the following property will be sold in execution on 4 February 1994 at 11:00, by the Sheriff of the Court at his premises being 439 Prince George Avenue, Brakpan, to the highest bidder:

Property all right, title and interest in the leasehold in respect of Erf 2426, Tsakane Tonship, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, held by Registered Grant of Leasehold TI39848/1988, also known as 2426 Maqwaza Street, Tsakane, Brakpan.

*Description of the property:* Building under tiled roof consisting of lounge, kitchen, three bedrooms and bathroom.

*Terms:* Ten per centum (10%) of the purchase price and four per centum (4%) auctioneer's charges (minimum R10) in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court within fourteen (14) days from date of sale. The purchaser shall be liable to pay interest at the rate of 16% (sixteen per cent) per annum from the date of sale until the date of transfer of the property to the secured creditor, namely First National Bank, in whose favour bonds are registered over the property. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

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

P. J. Cowling, for Trollip, Cowling & Janeke, Attorneys, Notaries and Conveyancers, P.O. Box 38, Brakpan; C/o Ivan Davies, Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, P.O. Box 16, Springs, 1560. (Tel. 812-1050/9.) (Ref. Mr Ashton/NK/DN0473.)

Saak 8123/90

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

In die saak tussen **Nedcor Bank**, Eiser, en **Tefo Meshack Lekitlane**, Eerste Verweerder, en **Matha Matshidiso Lekitlane**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 26 Oktober 1993 sal die ondervermelde eiendom op Vrydag, 4 Februarie 1994 om 10:00, te Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 734, Jouberton-uitbreiding 6, Registrasieafdeling IP, Transvaal, groot 397 vierkante meter, onderhewig aan die volgende voorwaardes:

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 19,25% (negentien komma twee vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees: 'n Enkelverdiepingwoning bestaande uit twee slaapkamers, badkamer, kombuis en sitkamer.

*Buitegeboue:* Geen.

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

Gedateer te Klerksdorp op hierdie 17de dag van Desember 1993.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Eerste Verdieping, Permanentegebou, Boomstraat, Posbus 22, Klerksdorp, 2570.

Saak 15761/91

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

In die saak tussen **Nedcor Bank**, Eiser, en **Isaac Mokhobi**, Eerste Verweerder, en **Modiegie Evelyn Mokhobi**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 2 Maart 1993, sal die ondervermelde eiendom op Vrydag, 4 Februarie 1994 om 10:00, te Balju vir die Landdroshof aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 426, Jouberton-uitbreiding 3-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 260 vierkante meter, onderhewig aan die volgende voorwaardes.

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 19,25% (negentien komma twee vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees: 'n Enkelverdiepingwoning bestaande uit twee slaapkamers, badkamer, kombuis en sitkamer.

*Buitegeboue:* Geen.

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, nagesien word.

Gedateer te Klerksdorp op hierdie 15de dag van Desember 1993.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Eerste Verdieping, Permanentegebou, Boomstraat, Posbus 22, Klerksdorp, 2570.

Case 17856/90  
PH 74

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

In the matter between **Höller, Bernhard**, Plaintiff/Execution Creditor, and **Strugnell, Clive**, Defendant/Execution Debtor

Kindly take notice that the undermentioned property of the Execution Debtor shall be sold in execution on 3 February 1994 at 10:00, at the offices of the Sheriff of the Supreme Court, 49 Kempston Avenue, Benoni:

Take further notice that the property which will be sold is situated at 22 Edward Street, Benoni.

The property which will be sold consists of one half share of Erf 2770, Benoni Township, Registration Division IR, Transvaal, measuring 3 693 square metres and held by Deed of Transfer T52589/88.

The property consists of a normal residence with a tiled roof, entrance-hall, combined sitting/dining-room, three bedrooms, bathroom and kitchen. There are no wall-to-wall carpets or tiles in the bathroom and kitchen. The outbuildings consist of a single garage and servants' quarters.

Take further notice that the conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court at 49 Kempston Avenue, Benoni.

Thus done and signed at Johannesburg on this 13th day of December 1993.

Dreyer & Nieuwoudt, Attorneys for the Execution Creditor, Fifth Floor, Volkskas Building, 76 Market Street, Johannesburg; P.O. Box 62197, Marshalltown. (Tel. 833-1790.) (Ref. S/H56/HL2/J. L. Dreyer/MR.)

Case 28805/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Ambaram, Thakor Icharam**, First Defendant, and **Ambaram, Nilamala**, 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, Benoni, at 49 Kempston Avenue, Benoni, on 3 February 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Benoni, prior to the sale:

Certain Erf 1220, Actonville Extension 3 Township, Registration Division IR, Transvaal, being 1220 Maripan Street, Actonville Extension 3, Benoni, measuring 260 (two hundred and sixty) 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 lounge, three bedrooms, bathroom, w.c. and a kitchen.

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

Dated at Johannesburg on the 13th 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/U0048 (UB48).]

Case 21359/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Cottle, Steven**, First Defendant, and **Cottle, Yvonne**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, on 4 February 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 628, Minnebron Township, Registration Division IR, Transvaal, being 21 Gericke Street, Minnebron, Brakpan, measuring 622 (six hundred and twenty-two) 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 lounge, dining-room, kitchen, three bedrooms, bathroom, w.c. and a carport.

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

Dated at Johannesburg on the 13th 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/AF6287 (AB8887).]

Case 23445/93  
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Brodie, Anne**, 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 4 February 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 631, situated in the Township of Parkmore, Johannesburg, Registration Division IR, Transvaal, being 117 Eighth Avenue, Parkmore, measuring 991 (nine hundred and ninety-one) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance-hall, family room, play-room, separate toilet, three bedrooms, bathroom with outbuildings with similar construction comprising servant's room, kitchen, toilet, bathroom, two store-rooms, swimming-pool.

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

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

Dated at Johannesburg this 30th day of November 1993.

B. W. Webber, Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.280.)

Case 15189/92  
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Robert Carey Russell**, First Execution Debtor, and **Sharon Lorraine Russell**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Randburg, on 1 February 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain remaining extent of Erf 437, situated in the Township of Ferndale, Registration Division IQ, Transvaal, being 416 Elgin Avenue, Ferndale, Randburg, measuring 2 153 (two thousand one hundred and fifty-three) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance-hall, family room, study, laundry/scullery, dress-room, separate toilet, three bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, servant's room, toilet, store-room, swimming-pool, cottage comprising of lounge, bedroom, bathroom and kitchen.

**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 3rd day of December 1993.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/R.97.)



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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Qanda, Nikiwe**, First Execution Debtor, and **Nqiwa, Gloria Koleka**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 4 February 1994 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Erf 1563, situated in the Township of Dawn Park Extension 24, Registration Division IR, Transvaal, being 17 Galahad Way, Dawn Park Extension 24, Boksburg, measuring 857 (eight hundred and fifty-seven) square metres.

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

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

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

Dated at Johannesburg this 3rd day of December 1993.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/Q.4.)

Case 24100/93  
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 **Howard, George Frederick**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni, on 3 February 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain Erf 2328, situated in the Township of Rynfield Extension 11, Registration Division IR, Transvaal, being 21 Garcia Street, Rynfield Extension 11, Benoni, measuring 817 (eight hundred and seventeen) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single double brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms and bathroom.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 3rd day of December 1993.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/H.187.)

Case 6003/93

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

In the matter between **First National Bank of SA Limited**, Plaintiff (Execution Creditor), and **D. C. and M. J. Krauspe**, Defendants (Execution Debtors)

In execution of the judgment granted herein and subsequent notice of attachment dated 13 September 1993, the undermentioned property will be sold by the Sheriff of the Magistrate's Court on 28 January 1994 at 10:00, at the offices of the Sheriff, 41A Beaconsfield Avenue, Vereeniging:

**Description:** Certain improved property situated in the Township of Steelpark, Registration Division IQ, Transvaal, being Erf 416, in extent 999 (nine nine nine) square metres.

Three-bedroomed house with tile roof and single garage.

The street address of the property is 10 Iridium Street, Steelpark, Vereeniging.



*Conditions:*

1. The sale shall be subject to the provisions laid down by the Magistrates' Courts Act, No. 32 of 1944, and the rules made thereunder, the conditions contained in the title deed/s and will be sold to the highest bidder without reserve.
2. The purchaser shall pay to the Sheriff 10% (ten per cent) of the purchase price immediately upon signature of the conditions of sale and furnish him with a bank or building society guarantee within 14 (fourteen) days from the date of the sale for the balance of the purchase price.
3. The Execution Creditor will consider favourable granting an approved purchaser a loan up to 90% (ninety per cent) of the purchase price of the property and arrangements should be made with the Execution Creditor before the sale.
4. The full conditions of the sale may be inspected at the office of the Sheriff of the Magistrate's Court during office hours and will be read out before the property is put up for sale.

Dated at Vereeniging this 3rd day of December 1993.

E. H. Lyell, for Steyn Lyell & Marais, Second Floor, Steyn Lyell and Marais Building, 21 Leslie Street, P.O. Box 83, I and Marais Building, 21 Leslie Street, P.O. Box 83, Vereeniging. [Tel. (016) 21-4471.]

**Saak 6630/93**

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk**, Eiser (Eksekusieskuldeiser), en **E. C. Joubert**, Eerste Verweerder (Eksekusieskuldenaar), en **E. A. Joubert**, Tweede Verweerder (Eksekusieskuldenaar)

Ter uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 22 September 1993, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 28 Januarie 1994, by die kantore van die Balju, Beaconsfieldlaan 41A, Vereeniging om 10:00:

*Beskrywing:* Sekere verbeterde eiendom geleë in die dorpsgebied Unitaspark, Vereeniging, Registrasieafdeling IQ, Transvaal, synde Erf 99, groot 1 421 (een vier twee een) vierkante meter;

(Drie slaapkamer huis met teëldak, geen garage en beton omheining).

Die straatadres van die eiendom is Jan Hettemastraat 2, Unitaspark, Vereeniging.

*Voorwaardes:*

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet No. 32 van 1944, en die reëls daar- onder uitgevaardig, die voorwaardes bevat in die Akte/s van Transport, en sal verkoop word aan die hoogste bieder sonder enige reserwe.

2. Die koper sal aan die Balju 10% (tien persent) van die koopprijs betaal onmiddellik na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van die verkoop vir die balans van die koopprijs.

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% (negenig persent) van die koopprijs van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlings moet met die Eksekusieskuldeiser getref word vir die verkoping.

4. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

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

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

**Case 19793/93  
PH 175**

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

In the matter between **ESKOM Finance Company (Proprietary) Limited**, Plaintiff, and **Nkosi, Sipho Elerm**, Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without a reserve price will be held at Magistrate's Court, Jan van Riebeeck Street, on 3 January 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, Magistrate's Court, Jan van Riebeeck Street, Ermelo, prior to the sale, of the undermentioned property situated at:

Portion 10 of Erf 899, Wesseltown Township, Registration Division IT, Transvaal, measuring 345 (three hundred and forty-five) square metres, held by Deed of Transfer TL75858/1989, which is zoned as residential and consists of (not guaranteed):

A dwelling, lounge, kitchen, two bedrooms and bathroom.

*2. Terms:*

2.1 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bonds rates payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

2.2 Auctioner 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 8th day of December 1993.

S. H. Treisman, for Hofmeyr Van der Merwe Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. (Ref. Mr Treisman/Mrs Stratis.)

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

In die saak tussen **Eastern Province Building Society**, Eiser, en **Roos, J. G. N.O.**, Eerste Verweerder, en **Roos, J. G.**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word ten kantore van die Balju, te Metrocentrum Hendrik Verwoerdrylaan, Randburg, op 4 Februarie 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, voor die verkoping ter insae sal lê:

Erf 144, Blairgowrie-dorpgebied, geleë te Barkstonrylaan 190, Blairgowrie, bestaan uit 'n woonhuis met gewone buitegeboue.

**Terme:** 10% (tien persent) van die koopprys in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar ten registrasie van transport moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word. Vendukoste betaalbaar op die dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimumfooi van R6 000 (sesduisend rand). Minimum fooie R100 (eenhonderd rand).

Schwellnus Spies Haasbroek Ing., Eiser se Prokureur, Posbus 1115, Randburg, 2125. (Tel. 886-1800) (Verw. Mnr. Haasbroek E17.)

Case 9522/92  
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Marie Louise Abrahams**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg, on 3 February 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, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

**Certain:** Erf 56, situated in the Township of Bertrams, Registration Division IR, Transvaal, being 52 Terrace Road, Bertrams, Johannesburg.

**Measuring:** 447 (four hundred and forty-seven) square metres.

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

A detached single storey brick built residence with metal roof, comprising kitchen, lounge/dining-room, entrance hall, pantry, two bedrooms, bathroom with outbuildings with similar construction comprising garage, toilet and store-room.

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

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

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

A. N. V. Ribet de Chalais, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451) (Ref. Foreclosures/bt/A.49.)

Case 19470/92  
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Englert, Klaus Nikolaus**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg, on 3 February 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, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

**Certain:** Erf 139, situated in the Township of Bassonia, Registration Division IR, Transvaal, being 3 Finnie Street, Bassonia, Johannesburg.

**Measuring:** 1 108 (one thousand one hundred and eight) square metres.

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

A detached single storey brick built residence with metal roof, comprising kitchen, lounge/dining-room, entrance-hall, family room, study, laundry/scullery, dressing-room, baby room, four bedrooms, two and a half bathrooms with outbuildings with similar construction comprising three bedrooms, servant's room, toilet and shower.

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

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

Dated at Johannesburg on the 9th day of December 1993.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451) (Ref. Foreclosures/bt/E.54.)

Case 27650/93  
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mabaso Jabulani**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 4 February 1994 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

*Certain:* Lot 16147, situated in the Township of Vosloorus Extension 16, Registration Division IR, Transvaal, being 16147 Incaple Street, Vosloorus Extension 16, Boksburg.

*Measuring:* 444 (four hundred and forty-four) square metres.

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

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

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

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

Dated at Johannesburg on the 13th day of December 1993.

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

Case 22952/93  
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Nicholls: William Henry**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 2 February 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, Alberton, Johriahof, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

*Certain:* Erf 806, situated in the Township of Roodepoort, Registration Division IR, Transvaal, being 35 Reedbok Street, Roodekop, Alberton.

*Measuring:* 805 (eight hundred and five) square metres.

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

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

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

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

Dated at Johannesburg on the 13th day of December 1993.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451) (Ref. Foreclosures/N185/cb.)

**NOTICE OF SALES IN EXECUTION**

All the sales in execution are to be held at the office of the Sheriff, 8 Park Street, Kempton Park, on Thursday, the 3rd day of February 1994 at 10 a.m. **Nedcor Bank Limited**. Execution Creditor. The hereinafter-mentioned properties/rights of Leasehold will be put up for sale, the material conditions of sale being:

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

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

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

**Case 11982/93.**

*Judgment Debtors:* **Mfanuzodlani Charles Kunene & Sphiwe Nelsie Kunene.**

*Property:* Erf 700 Maokeng Extension 1 Township, Registration Division IR, Transvaal, situated at 700 Maokeng Extension 1, Tembisa.

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

*File Ref:* LN3557.

**Case 13632/93.**

*Judgment Debtors:* **Motsamai Samuel Moeketsi & Emelina Buyisiwe Moeketsi.**

*Property:* Right of leasehold in respect of Erf 301, Leboeng Township, Registration Division IR, Transvaal, situated at 301 Leboeng Section, Tembisa.

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

*File Ref:* LN3599.

**Case 12693/90.**

*Judgment Debtor:* **Boy Albert Molefe.**

*Property:* Right of leasehold over Erf 5, Umthambeka Township, Registration Division IR, Transvaal, situated at 5 Umthambeka Section, Tembisa.

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

*Outbuildings consisting:* Driveway, three outside rooms and garage.

*File Ref:* L376/90.

**Case 1854/92.**

*Judgment Debtors:* **Maboyi Mthimunya & Judaida Duduzile Mthimunya.**

*Property:* Right of leasehold over Erf 75, Esiziba Township, Registration Division IR, Transvaal, situated at 75 Esiziba Section, Tembisa.

*Improvements:* Dwelling-house consisting of lounge, garage, toilet, kitchen and two bedrooms.

*Outbuildings consisting:* Two outside rooms.

*File Ref:* L39/92.

**Case 14354/92.**

*Judgment Debtors:* **David Molai & Mammule Ellen Molai.**

*Property:* Right of leasehold over Erf 80, Moedi Township, Registration Division IR, Transvaal, situated at 80 Moedi Section, Tembisa.

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

*Outbuildings consisting:* Garage, two outside rooms.

*File Ref:* L484/92.

**Case 11222/91.**

*Judgment Debtors:* **Makwena William Manamela & Mahlodi Martha Manamela.**

*Property:* Right of leasehold over Erf 349, Tsepo Township, Registration Division IR, Transvaal, situated at 349 Tsepo Section, Tembisa.

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

*Outbuildings consisting:* Garage and two outside rooms.

*File Ref:* L409/91.

**Case 6195/93.**

*Judgment Debtors:* **Titana Amos Ndhlovu & Sanna Nomacala Ndhlovu.**

*Property:* Right of leasehold over Erf 539, Mashimong Township, Registration Division IR, Transvaal, situated at 539 Mashimong Section, Tembisa.

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

*Outbuildings consisting:* Garage and two outside rooms.

*File Ref:* LN3405.



**Case 7000/93.**

*Judgment Debtors:* **Fanie Lot Molefe & Noncithakala Mirriam Molefe.**

*Property:* Right of leasehold over Erf 620, Mashimong Township, Registration Division IR, Transvaal, situated at 620 Mashimong Section, Tembisa.

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

*Outbuildings consisting:* Two outside rooms.

*File Ref:* LN3423.

**Case 10951/93.**

*Judgment Debtors:* **Uzinakile Elliot Nake & Nomasonto Martha Nake.**

*Property:* Right of leasehold over Erf 3, Welomlambo Township, Registration Division IR, Transvaal, situated at 3 Welomlambo Section, Tembisa.

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

*Outbuildings consisting:* Two outside rooms and garage.

*File Ref:* LN3536.

**Case 3950/92.**

*Judgment Debtors:* **Sam Vusi Makhomboli & Beauty Jabulisile Makhomboli.**

*Property:* Right of leasehold over Erf 206, Leboeng Township, Registration Division IR, Transvaal, situated at 206 Leboeng Section, Tembisa.

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

*File Ref:* 134/92.

**Case 6393/92.**

*Judgment Debtors:* **Billy Mbele Mabunda & Emily Masetori Mabunda.**

*Property:* Right of leasehold over Erf 12, Xubene Township, Registration Division IR, Transvaal, situated at 12 Xubene Section, Tembisa.

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

*File Ref:* L251/92.

**Case 1222/93.**

*Judgment Debtors:* **Mashiloane Phineas Mashiloane & Mhlavazi Josephine Mashiloane.**

*Property:* Right of leasehold over Erf 234, Moriting Township, Registration Division IR, Transvaal, situated at 234 Moriting Section, Tembisa.

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

*Outbuildings consisting:* Two outside rooms and garage.

*File Ref:* LN3252.

**Case 6713/93.**

*Judgment Debtor:* **Amos Naka Rapoo.**

*Property:* Right of leasehold over Erf 182, Endayini Township, Registration Division IR, Transvaal, situated at 182 Endayini Section, Tembisa.

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

*Outbuildings consisting:* Garage and two outside rooms.

*File Ref:* LN3413.

**Case 9043/93.**

*Judgment Debtor:* **Mduduzi Khumalo.**

*Property:* Right of leasehold over Erf 564, Tsenolong Township, Registration Division IR, Transvaal, situated at 564 Tsenolong Section, Tembisa.

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

*File Ref:* LN3476.

**Case 5894/93.**

*Judgment Debtors:* **Sepekwa Petrus Moerane & Mantshadi Lettie Moerane.**

*Property:* Right of leasehold over Erf 209, Moedi Township, Registration Division IR, Transvaal, situated at 209 Moedi Section, Tembisa.

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

*Outbuildings consisting:* Two outside rooms.

*File Ref:* LN3392.

**Case 12448/89.***Judgment Debtors:* **Mabusela Stephen Kgobe & Violet Kgobe.***Property:* Right of leasehold over Erf 381, Tsepo Township, Registration Division IR, Transvaal, situated at 381 Tsepo Section, Tembisa.*Improvements:* Dwelling-house consisting of lounge, toilet, kitchen and two bedrooms.*Outbuildings consisting:* Garage and four outside rooms.*File Ref:* L474/89.**Case 10677/90.***Judgment Debtor:* **Denzil Shaun Mkwana.***Property:* Right of leasehold over Erf 433, Lekaneng Township, Registration Division IR, Transvaal, situated at 433 Lekaneng Section, Tembisa.*Improvements:* Dwelling-house consisting of lounge, two toilets, kitchen, two bathrooms, three bedrooms and dining-room.*Outbuildings consisting:* Seven outside rooms and garage.*File Ref:* L309/90.

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

**Case 55253/93**

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Cornelius Phillipus Roodt Oosthuizen**, First Defendant, and **Francois Oosthuizen**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, 8 Park Street, Kempton Park, on 26 February 1994 at 09:00, or to the highest bidder:

*Certain:* Erf 322, in the Township of Clayville, Registration Division JR, Transvaal, measuring 1 152 square metres, situated at 18 Glenton Avenue, Clayville, Olifantsfontein.*Terms and conditions:*

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

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

*Description of property:* House. Kitchen, lounge, dining-room, three bedrooms, bathroom, shower and w.c.*Outbuildings:* Single garage, servant's room and w.c.*Other improvements:* Concrete walls, paving and swimming-pool.3. *Payment:* The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within fourteen (14) days shall be paid or secured by a bank or building society guarantee.4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices at 8 Park Street, Kempton Park.

Signed at Pretoria on this 4th day of January 1994.

Shapiro &amp; Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1027.)

**Case 4686/93**

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Anton Stolk**, First Defendant, and **Christelle Stolk**, Second Defendant

Pursuant to a judgment of the above Court, and a warrant of attachment, dated 2 April 1993, the undermentioned property will be sold in execution on Wednesday, 2 February 1994 at 10:00, at the offices of the Sheriff, 142 Struben Street, Pretoria, to the highest bidder:

Erf 532, situated in the township of The Reeds Extension 15, Registration Division JR, Transvaal, measuring 1 000 square metres, held by the Defendants under Deed of Transfer T52410/91, known as 8 Clayton Street, The Reeds Extension 15.

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, dining-room, family room, bathroom, kitchen and lounge.

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 6th day of December 1993.

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

Saak 5443/92

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

In die saak tussen **Die Regspersoon van Roska-Noord**, Eiser, en **M. G. Blignaut**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 24 Augustus 1992, en 'n lasbrief vir eksekusie, word die volgende onroerende eiendom in eksekusie verkoop op 28 Januarie 1994 om 11:00, by die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net Noord van Saskomeule), ou Warmbadpad, Bon Accord:

Skema SS, Roska-Noord, Skemanommer 0000159, Eenheidsnommer 0011, Diagramnummer 159/85, grootte 80 vierkante meter, uitklaring Pretoria/Pretoria-Noord, 1743, Titelnommer ST 159-11/1985.

*Fisiese adres:* Roska-Noord 11, Ben Viljoenstraat 183, Pretoria-Noord.

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

*Reserweprys:* Daar sal geen reserweprys wees nie.

*Verbeterings:* Sien Aanhangsel "A".

Die eiendom staan ook bekend as Roska-Noord 11, Ben Viljoenstraat 183, Pretoria-Noord.

*Terme en voorwaardes:*

*Terme:* Die koopprys sal betaalbaar wees soos volg: 10% (tien persent) daarvan by verkoping en die balans moet binne 14 (veertien) dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

*Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Balju van die Landdroshof, Wonderboom, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantoor van die Balju, Landdroshof, Wonderboom, Gedeelte 83, De Onderstepoort (net Noord van die Saskomeule), ou Warmbadpad, Bon Accord.

Geteken te Pretoria-Noord hierdie 22ste dag van Desember 1993.

Smuts, Uys & Van der Schyff, Prokureurs vir Eiser, Zeldaparkgebou, Eerste Verdieping, Gerrit Maritzstraat 570, Posbus 16454, Pretoria-Noord. (Tel. 546-2331/2.) (Verw. JVDS/ALL/272.)

**AANHANGSEL "A"**

Die verbeterings op die beslaggelegde eiendom bestaan uit die volgende:

1. *Mure:* Onbekend.
2. *Dak:* Onbekend.
3. *Woning bestaan uit:* Twee slaapkamers, sitkamer, kombuis, badkamer, eetkamer en aparte toilet.
4. *Vloerbedekking:* Slaapkamers: Matte. Sitkamer: Mat. Kombuis: Novilon. Badkamers: Novilon, en Eetkamer: Mat.
5. *Buitegebou:* Afdak.

Verbeterings word gegee, maar nie gewaarborg nie.

Saak 4704/92

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

In die saak tussen **Ontvanger van Inkomste**, Eksekusieskuldeiser, en **E. Kariolis**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof, Krugersdorp, in die bovermelde saak, sal 'n verkoping van die ondergemelde eiendom voor die Balju se kantoor, Krugersdorp, Klaburn Court 22B, hoek van Ockerse- en Rissikstraat, Krugersdorp, gehou word op Woensdag, 9 Februarie 1994 om 10:00, naamlik:

*Sekere:* Hoewe 67, Oatlands, geleë in die woongebied van Krugersdorp.

*Blykens:* Akte van Transport T16165/1987.

Die verkoping is geleë te Oatlands 67, Frans Corbstraat 7, Krugersdorp.

Die verkoping is onderhewig aan bekragtiging deur die Balju en onderhewig aan die voorwaardes wat nou ter insae lê by die Balju se kantoor te Krugersdorp.

Die eiendom word verkoop onderhewig aan alle serwitute en voorwaardes uiteengesit in die Akte van Transport. Die eiendom word ook voetstoots verkoop.

*Terme:* 20% (twintig persent) van die koopprys en afslaersgelde in kontant op die veilingsdag, saldo teen oordrag wat verseker moet word deur 'n bank- of bougenootskapswaarborg wat binne 14 (veertien) dae van die veilingsdatum by die Balju ingelewer moet wees.

Gedateer te Johannesburg op die 4de dag van Januarie 1994.

Staatsprokureur, Royal St Mary'sgebou 888, Eloffstraat 85, Privaatsak X9, Johannesburg. (Tel. 29-2961.) (Verw. G. Bowen/Idm.) (Verw. 7839/92P5.)

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

In the matter between **Receiver of Revenue**, Creditor, and **E. Kariolis**, Debtor

In execution of a judgment given by the Magistrate's Court, Krugersdorp, in the above-mentioned case, a sale in execution of the undermentioned property will be held at the Sheriff's Offices, Krugersdorp, 22B Klaburn Court, corner of Ockerse and Rissik Streets, on Wednesday, 9 February 1994 at 10:00, namely:

*Property:* Holding 67, 7 Frans Corb Street, Oatlands, situated in the residential area of Krugersdorp.

*Registered:* Under Deed of Transfer T16165/1987.

The holding is a residential site situated at 67 Oatlands, 7 Frans Corb Street, Krugersdorp.

The property is sold subject to all servitudes and conditions specified in the Deed of Transfer, and further, the property is sold voetstoots.

The sale is subject to the authorisation by the Sheriff and further subject to the conditions open for inspection by the Sheriff's Office in Krugersdorp.

*Terms:* 20% (twenty per cent) of the purchase price and auction fees to be paid in cash on the day of sale in execution. The balance to be paid on transfer by a bank or building society guarantee, which must be delivered to the Sheriff 14 (fourteen) days from the date of sale in execution.

Dated at Johannesburg on this the 4th day of January 1994.

The State Attorney, 888 Royal St Mary's Building, 85 Eloff Street, Private Bag X9, Johannesburg. (Tel. 29-2961.) (Ref. G. Bowen/Idm.) (Ref. 7839/92/P5.)

Saak 74946/86

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

In die saak tussen **Ontvanger van Inkomste**, Eksekusieskuldeiser, en **Paul Anthony Knezovich**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof, Pretoria, in die bovermelde saak, sal 'n verkoping van die ondergemelde eiendom voor die Balju se kantoor, Midrand, Eenheid 2, Northview, Richardsweg 45, Halfweghuis, 1685, gehou word op Woensdag, 9 Februarie 1994 om 10:00, naamlik:

*Sekere:* Hoewe 351, Glen Austin Agricultural Holdings, Uitbreiding 1, geleë in die gebied Midrand.

*Blykens:* Akte van Transport T5300/1991.

Die verkoping is geleë te Glen Austin 351, Halfweghuis, Midrand.

Die verkoping is onderhewig aan bekragtiging deur die Balju en onderhewig aan die voorwaardes wat nou ter insae lê by die Balju se kantoor te Midrand.

Die eiendom word verkoop onderhewig aan alle servitude en voorwaardes uiteengesit in die Akte van Transport. Die eiendom word ook voetstoots verkoop.

*Terme:* 20% (twintig persent) van die koopprys en afslaersgelde in kontant op die veilingsdag, saldo teen oordrag wat verseker moet word deur 'n bank- of bougenootskapswaarborg wat binne 14 (veertien) dae van die veilingsdatum by die Balju ingelewer moet wees.

Gedateer te Johannesburg op die 4de dag van Januarie 1994.

Staatsprokureur, Royal St Mary'sgebou 888, Eloffstraat 85, Privaatsak X9, Johannesburg. (Tel. 29-2961.) (Verw. G. Bowen/Idm.) (Verw. 748/87/C16.)

Case 74946/86

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

In the matter between **Receiver of Revenue**, Creditor, and **Paul Anthony Knezovich**, Debtor

In execution of a judgment given by the Magistrate's Court, Pretoria, in the above-mentioned case, a sale in execution of the undermentioned property will be held at the Sheriff's Offices, Midrand, Unit 2, Northview, 45 Richards Drive, Halfway House, 1685, on Wednesday, 9 February 1994 at 10:00, namely:

*Property:* Holding 351, Glen Austin Agricultural Holdings, Extension 1, Midrand.

*Registered:* Under Deed of Transport T5300/1991.

The holding is a residential site situated at 351 Glen Austin, Halfway House, Midrand.

The property is sold subject to all servitudes and conditions specified in the deed of transfer, and further, the property is sold voetstoots.

The sale is subject to the authorisation by the Sheriff and further subject to the conditions open for inspection by the Sheriff's Office in Midrand.

*Terms:* 20% (twenty per cent) of the purchase price and auction fees to be paid in cash on the day of sale in execution. The balance to be paid on transfer by a bank or building society guarantee, which must be delivered to the Sheriff 14 (fourteen) days from the date of sale in execution.

Dated at Johannesburg on this the 4th day of January 1994.

The State Attorney, 888 Royal St Mary's Building, 85 Eloff Street, Private Bag X9, Johannesburg. (Tel. 29-2961.) (Ref. G. Bowen/Idm.) (Ref. 748/87/C16.)



Case 30379/93  
PH 135IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **ESKOM Finance Company (Proprietary) Limited**, Plaintiff, and **Dikgale, Hendrick Moloko**,  
Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price will be held at 131 Marshall Street, Johannesburg, on 3 February 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale, of the undermentioned property situated at:

2476 Mbila Street, Diepkloof, Zone 2, being Erf 10440, Diepkloof Township, Registration Division IQ, Transvaal, measuring 262 (two hundred and sixty two) square metres, held by Deed of Transfer TL44289/1990, which is zoned as residential and consists of (not guaranteed):

A dwelling, lounge, dining-room, kitchen, two bedrooms, bathroom, w.c., shower, patio, store, two garages and w.c.

2. *Terms:*

2.1 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bonds rates payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand);

2.2.2 minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 3rd day of January 1994.

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 2394/93

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

In the matter between **First National Bank of S.A. Ltd** (Reg. No. 05/01225/06), Plaintiff, and **Gabriel Jacobus Meyer**,  
First Defendant, and **Sophia Hendrina Meyer**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 29 March 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 11 February 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 87, Morganridge Extension 1 Township, situated on 18 Kareeboom Street, Morganridge Extension 1, in the Township of Morganridge Extension 1, District of Boksburg, measuring 1 014 (one thousand and fourteen) square metres.

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

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

*The conditions of sale:*

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

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

Dated at Boksburg on this the 30th day of December 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666) (Ref. FB0939/Mrs Teixeira.)

Saak 6162/93

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

In die saak tussen **Stadsraad van Benoni**, Eiser, en **Faluty Investments (Edms.) Beperk**, Verweerder

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 16 September 1993 en 'n lasbrief vir eksekusie gedateer 15 Oktober 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroskantoor, Harpurlaan Benoni, op Woensdag, 9 Februarie 1994 om 11:00:

Erf 649, Benoni-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 595 vierkante meter, geleë te Kempstonlaan 51, Benoni.

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

'n Restaurant bestaande uit ingangsportaal, restaurant gedeelte vir ongeveer 100 gaste, groot kombuis, mans en dames toilette, bediende aantrekkamer met storte, wasbak en toilet, stoorkamer, klein wynstoorplek en klein kroeg.

*Vernaamste voorwaardes van verkoping:*

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

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

3. Koopprijs is soos volg betaalbaar:

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

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

Gedateer te Benoni hierdie 3de dag van Januarie 1994.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Eerste Verdieping, Marilestgebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 422-2435) (Verw. Mnr De Heus/Mev. Maartens CC2275.)

**Saak 12140/93**

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

In die saak tussen **NBS Bank Beperk**, voorheen bekend as Natal Bouvereniging Beperk (Reg. No. 87/01384/06), Eiser, en **Delia Fay Warrenner**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Germiston en 'n lasbrief vir eksekusie gedateer 13 Oktober 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Maandag, 31 Januarie 1994 om 10:00, by die Balju Kantore, Joubertstraat 72, Germiston, aan die hoogste bieder:

Sekere Erf 600, dorpsgebied Primrose, Registrasieafdeling IR, Transvaal, in die distrik Germiston, groot 795 (sewehonderd vyf-en-negentig) vierkante meter.

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

Woonhuis gebou van stene, sinkdak, bestaande uit sitkamer, eetkamer, kroeg, kombuis, drie slaapkamers, twee badkamers, stort en twee toilette.

Buitegeboue bestaan uit twee motorhuise, bediendekamer en toilet.

*Voorwaardes van verkoping:*

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

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

Gedateer te Kempton Park op hierdie 15de dag van November 1993.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. Mev. Lawrence/N780.)

**Case 74597/93**

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Hester Elizabeth Walkinshaw**, First Defendant, and **Robert Ernest Griffin**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, NG Sinodale Centre, 234 Visagie Street, Pretoria, on 22 February 1994 at 10:00, or to the highest bidder:

*Certain:* Portion 1 of Erf 2146, situated in the Township of Villieria, Registration Division JR, Transvaal, measuring 991 square metres, situated at 342 18th Avenue, Villieria, Pretoria.

*Terms and conditions:*

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

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

*Description of property:* House. Kitchen, lounge, dining-room, three bedrooms, two bathrooms, front stoep, study room, two w.c.'s, shower and back stoep.

*Outbuildings:* Double garage, servant's room and w.c.

*Other improvements:* Concrete and brick walls and gates.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices, Second Floor, 228 Visagie Street, Pretoria.

Signed at Pretoria on this 22nd day of December 1993.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/EAB/N1097.)

Saak 74858/92

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

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **David Friedgut**, Verweerder

Erf 95, Ohenimuri, Registrasieafdeling IQ, Transvaal, groot 992 vierkante meter, geleë te Felixstraat 95, Ohenimuri.

T39804/1947, eksekusieveiling te Baljukantore, Beaconsfieldlaan 41A, Vereeniging, op Vrydag, 11 Februarie 1994 om 10:00, aan die hoogste bieder.

Volgens inligting wat Eiser kon bekom is gesegde eiendom gesoneer vir woondoeleindes in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborge word egter verstrek nie.

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

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

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

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

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

Case 3649/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Philippus Jacobus Veldman**, First Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord, on 28 January 1994 at 11:00, to the highest bidder:

*Certain:* Erf 1867, in the Township of Doornpoort, Extension 1, Registration Division JR, Transvaal, measuring 898 square metres, situated at 36 Dias Place, Doornpoort, Extension 1.

*Terms and conditions:*

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

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

*Description of property:* House: Lounge, dining-room, kitchen, pantry, three bedrooms, two bathrooms, two w.c.'s, shower and dressing-room.

*Outbuilding:* W.c.

*Other improvements:* Court-yard, walls and patio.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices of Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord.

Signed at Pretoria.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N959.) C/o Jacobson and Levy, First Floor, Magalies Heights, corner of President Steyn and Bakenkloof Streets, Pretoria North. (Ref. Mrs van Niekerk/R388.)

Saak 1912/93

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

In die saak tussen **NBS Bank Beperk**, Eiser, en **Johan Barnard**, Eerste Verweerder, en **Ronel Barnard**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan en 'n lasbrief vir eksekusie gedateer 19 November 1993, word die volgende eiendom deur die Balju op 28 Januarie 1994 om 11:00, verkoop by die Baljukantoor, Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord:

*Sekere:* Erf 1138, geleë in die dorpsgebied van Die Orchards-uitbreiding 11, Stadsraad van Akasia, Registrasieafdeling JR, Transvaal, groot 1 288 vierkante meter, geleë 54 Ribbonstraat, Die Orchards-uitbreiding 11, Akasia.

*Voorwaardes van verkoping:*

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

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

*Beskrywing van eiendom:* Huis. Sitkamer/eetkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette en leefkamer.



*Buitegeboue:* Enkelmotorhuis en toilet.

*Ander verbeteringe:* Skeidingsmuur, steenrylaan en steenagterplaas.

3. *Betaling:* 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 registrasie van oordrag, sal binne 14 dae aan die Balju betaal of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê vir insae by die kantoor van die Balju te Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord.

Gedateer te Pretoria.

Shapiro & Vennote Ing., Derde Verdieping, Shapiro Chambers, Bureaulaan, Pretoria. (Verw. mev. T. Kartoudes/MB/N908.) P.a. Jacobson & Levy, Eerste Verdieping, Magalies Heights, hoek van President Steyn- en Bakenkloofstraat, Pretoria-Noord. (Verw. mev. A. van Niekerk/R348.)

Saak 14534/91  
PH 507

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

In die saak tussen **Bankorp Beperk**, Eiser, en **Forsyth Denise**, Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak sal 'n verkoping gehou word op 28 Januarie 1994 om 08:30, by die kantore van die Balju, Brits, te Ludorfstraat 46, Brits, van die ondergemelde eiendom:

Sekere Gedeelte 131 (gedeelte van Gedeelte 3), Kalkheuvel 493, Registrasieafdeling JQ, Transvaal, groot 8,5653 (agt komma vyf ses vyf drie) hektaar, geleë te Gedeelte 131, Kalkheuvel 493, Brits.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie: 'n Twee slaapkamerhuis met 'n grasdak, baksteenmure met sementvloere. Plot is geleë by die Krokodilrivier op 'n rotsagtige gedeelte. Daar is ook 'n boorgat met voldoende pompe vanaf die rivier.

Bestaande uit sitkamer, eetkamer, badkamer met toilet, stort en kombuis.

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 Brits, Ludorfstraat 46, Brits, of die Eiser se prokureurs, Blakes Ingelyf, Sewende Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

Geteken te Johannesburg op hierdie 28ste dag van Januarie 1994.

J. Gray, vir Blakes Ing., Sewende Verdieping, Santambankgebou, Rissikstraat 81, Johannesburg. (Verw. J. Gray/IVDB/RRF010.)

Case 7788/93

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

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **Mr Nene, Reginald Mbeki**, Judgment Debtor

In execution of a judgment granted in the Boksburg Magistrate's Court, on 25 October 1993, in the above-mentioned suit, a sale without reserve price, will be held on 11 February 1994 at 10:00, at the offices of the Sheriff, 182 Leeuwpoot Street, Boksburg, of the undermentioned property of the Judgment Debtor on the conditions to be read out by the auctioneer at the offices of the Sheriff, Boksburg, prior to the sale:

Certain Erf 2145, Dawnpark Extension 8 Township, Registration Division IR, Transvaal, held under Deed of Transfer T43352/92, dated 21 September 1992, situated at 22 Cossins Road, Dawnpark, Boksburg, and the following information is furnished *re* the improvements though in this respect nothing is guaranteed: A single storey dwelling comprising of lounge, dining-room, kitchen, three bedrooms and bathroom with 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. Auctioneers charges payable on the date of sale, to be calculated as follows: 5% (five per cent) of 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).

Dated at Boksburg this 14th day of December 1993.

Manfred Jacobs & Husted, Attorneys for the Judgment Creditor, Lawmark Chambers, 8 Loop Street, Boksburg. (Ref. Mr Husted.)

Case 8237/93

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

In the matter between **First National Bank of South Africa Limited**, Judgment Creditor, and **Miss. Mponi Maria Monare**, Judgment Debtor

In execution of a judgment granted in the Boksburg Magistrate's Court, on 25 October 1993, in the above-mentioned suit, a sale without reserve price, will be held on 11 February 1994 at 10:00, at the offices of the Sheriff, 182 Leeuwpoot Street, Boksburg, of the undermentioned property of the Judgment Debtor on the conditions to be read out by the auctioneer at the office of the Sheriff, Boksburg, prior to the sale:

Erf 2612, Dawnpark Extension 4 Township, Registration Division IR, Transvaal, held under Deed of Transfer T35005/92 dated 27 July 1992, situated at 12 Buick Street, Dawnpark Extension 4, Boksburg, and the following information is furnished *re* the improvements though in this respect nothing is guaranteed: A single storey dwelling comprising of a lounge, dining-room, kitchen, two bedrooms, bathroom with w.c. and garage with 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 date of sale. Auctioneers charges payable on the date of sale, to be calculated as follows: 5% (five per cent) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to maximum fee of R6 000 (six thousand rand).

Dated at Boksburg this 14th day of December 1993.

Manfred Jacobs & Husted, Attorneys for the Judgment Creditor, Lawmark Chambers, 8 Loop Street, Boksburg. (Ref. Mr Husted.)

Saak 22655/93

# IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Limited** (United), Eiser, en **Stanford John D'Oliveira**, Eerste Verweerder, en **Irma Ida D'Oliveira**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 30 November 1993, en 'n lasbrief vir eksekusie word die volgende eiendom van die Verweerders in eksekusie verkoop op 2 Februarie 1994 om 10:00, by die kantore van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, aan die hoogste bieder, sonder 'n reserweprys:

Erf 441, geleë in die dorpsgebied van Lynnwood Glen, Registrasieafdeling JR, Transvaal, groot 1.983 vierkante meter, gehou kragtens Akte van Transport T13017/92 (Glenwoodweg 39, Lynnwood Glen, Pretoria).

Die eiendom is gesoneer vir woondoeleindes en verbeter met die oprigting van 'n woonhuis met teëldak, ingangsportaal, sitkamer, TV-kamer, eetkamer, kombuis, vier slaapkamers, badkamer, waskamer, dubbel motorhuis en bediendekamer. Die vloere is bedek met volvloermatte en vinielteëls. Geen waarborg word in hierdie verband gegee nie.

## Terme en voorwaardes:

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

*Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Pretoria-Oos, onmiddellik voor die verkoping uitgelees sal word, ter insae lê by die kantoor van die Balju, Strubenstraat 142, Pretoria. (Tel. 326-2305.)

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. mn. Beukes/hs.)

Case 8378/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Sello Mathews Leshabane**, First Defendant, and **Dolly Hillary Leshabane**, Second Defendant

On 28 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 17442, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17442 Vosloorus Extension 25, Boksburg.

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

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 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.

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

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 17th day of December 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/HS3262.)

Case 6204/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sikhumbuzo Reginald Kubeka**, First Defendant, and **Disiree Kubeka**, Second Defendant

On 28 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 344, Vosloorus Extension 8, Registration Division IR, Transvaal, situated at 344 Vosloorus Extension 8, Boksburg.

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

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 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 17th day of December 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H507.)

Case 4473/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Christiaan Jacobus Lombard**, Defendant

On 28 January 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Portion 16 of Erf 1357, Atlasville Extension 1, Registration Division IR, Transvaal, situated at 16 Kwikkie Street, Atlasville, Boksburg.

*Improvements:* Detached single storey brick residence consisting three bedrooms, two bathrooms, lounge, dining-room, kitchen, family room and outbuildings comprising two garages.

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

2. The purchaser shall pay 10% (ten per cent) of the price plus 4% (four per 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 days of the sale.

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

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

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

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

Dated at Boksburg on this the 17th December 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H406.)

Case 1166/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff and **Frederick Taljaard Rheeders**, First Defendant, and **Gertruida Cornelia Rheeders**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 2 March 1993, the property listed hereunder will be sold in execution on Friday, 4 February 1994 at 15:00 at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Erf 1544, Springs Extension Township, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five) square metres, known as 11 Gloucester Street, Springs Extension, Springs.

The property is zoned Special Residential in terms of the relevant Town Planning Scheme.

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

*Main Building:* Bricks under iron residence comprising lounge, dining-room, kitchen, enclosed front verandah, three bedrooms and two bathrooms.

*Outbuildings:* Two garages, outside room and w.c.

*The material conditions of sale are:*

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Court's Office, 66 Fourth Street, Springs.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (if applicable).
- (d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 18,75% (eighteen comma seven five per centum) per annum on the preferent creditors' claims as contemplated in Rule 43 (7) (a) of the Rule of Court from the date of the sale to the date of payment to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.
- (e) In the event of the highest bid being sufficient to satisfy the judgment debt with interest and all costs up to and including those related to the sale in execution, the property will be sold subject to any lease or other real right ranking after the Judgment Creditor's mortgage bond, otherwise the property is sold free of any such lease or other real right. 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 20th 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 26729/93  
PH 482

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Noonan, Rona Eileen**, First 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 for the district of Germiston situated at Fourth Floor, Standard Chambers, Germiston, on Thursday, 3 February 1994 at 10:00 of the undermentioned property of the defendant on and subject to the conditions to be read out by the auctioneer at the offices of the said Sheriff situated at Fourth Floor, Standard Chambers, Germiston, prior to the sale. Such conditions may be inspected at the offices of the said Sheriff:

The property is Erf 694, Hurlyvale Township, Registration Division IR, Transvaal, measuring 1152 (one thousand one hundred and fifty-two) square metres held under Deed of Transfer T3619/1993 situate at 48 St Joseph Road, Hurlyvale, Germiston (the property), and which property consists of the following improvements in respect whereof nothing is however warranted or guaranteed:

1. *Main building*: Three bedrooms, mes, two bathrooms, lounge, dining-room, entrance-hall, fitted kitchen, built-in oven and hob.
2. *Granny flat*: Two bedrooms, lounge, bathroom/toilet, fitted kitchen and electric stove.
3. *Outbuildings and improvements*: Maidsroom with toilet/shower and garage under brick/corrugated iron. Property is fully walled.

*Improvements*: Open patio/braai and modern pool/rock feature.

The property is of tiled roof, brick external walls and carpeted floors.

The sewerage on the property is waterborne, and the electricity and water are municipal.

*Terms:*

1. 10% (ten per cent) of the purchase price must be paid to the said Sheriff in cash on the day of the sale. The balance of the purchase price together with interest thereon at the rate of 16% (sixteen per centum) per annum, calculated daily and compounded monthly, calculated from the date of the sale to the date of registration of transfer, is payable against registration of transfer, and the balance and interest is to be secured by a bank or building society or other acceptable guarantee, or is to be paid in cash. The balance of the purchase price plus the said interest is to be furnished within 14 (fourteen) days from the date of the sale to the Sheriff or the plaintiff's attorneys.

2. The Sheriff's auctioneers charges, payable on the day of the sale in execution is calculated at the rate of 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) with a minimum fee of R100 (one hundred rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Should the Sheriff, however, be entitled to a higher charge then such higher charge shall be paid by the purchaser on the date of the sale in execution.

3. The sale shall be subject to Value-Added Tax (VAT) and the purchaser shall be liable to pay the amounts of VAT in respect of the purchase price of the sale, the said Sheriff's charges, advertisement costs and auctioneer's charges.

Dated at Johannesburg this 22nd day of December 1993.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. (Tel. 333-0046.) (Fax. 29-0274.) (Ref. MS MacDonald/F199.)



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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mzuleki Samson Luvuno**, First Defendant, and **Modiegi Johanna Luvuno**, Second Defendant

On 28 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 97, Vosloorus Extension 3, Registration Division IR, Transvaal.

*Situate at:* 97 Vosloorus Extension 3, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 17th day of December 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H508.)

Saak 53234/93

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Marthinus Jacobus Smith**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 17 September 1993, en ter uitvoering van 'n lasbrief vir Eksekusie, sal die Balju Pretoria-Suid, op 2 Februarie 1994 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Strubenstraat 142, Pretoria aan die hoogste bieder.

Die eiendom wat aldus te koop aangebied word, staan bekend as: Elizabethstraat 205, Wierdapark en word omskryf as Erf 522, geleë in die dorpsgebied van Wierdapark, Registrasieafdeling JR, Transvaal, groot 1487 vierkante meter, gehou kragtens Akte van Transport T35677/1980.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, balju 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 bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die balju binne 30 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, Pretoria-Suid.

Geteken te Pretoria hierdie 20ste dag van Desember 1993.

Couzyn Hertzog & Horak Ing., Preator Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. mev. De Villiers/T836.)

Case 8720/93

PH 104

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni on 3 February 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, Benoni, 49 Kemston Avenue, Benoni prior to the sale.

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



*Measuring:* 1411 (one thousand four hundred and eleven) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family room, bar, study, laundry, scullary, three bedrooms, three and a half bathrooms, games room, jacuzzi and sauna with outbuildings with similar construction comprising of double garage, double carport, servant's room, bathroom and store-room and swimming-pool.

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

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

Dated at Johannesburg this 21st day of December 1993.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Ref. Foreclosures/cb/O.56.)

Case 20602/93  
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mbanzeni, Isaac Mfanyana**, Execution Debtor, and **Mbanzeni, Bhokaphi Elisa**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg on 4 February 1994 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg prior to the sale.

*Certain:* All right, title and interest in the Leasehold in respect of Site 20860 situate in the Township of Vosloorus Extension 30, Registration Division IR, Transvaal, being 20860, Vosloorus Extension 30, Boksburg.

*Measuring:* 216 (Two hundred and sixteen) square metres.

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

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

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

Dated at Johannesburg this 21st day of December 1993.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/M686.)

Case 20989/93  
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Kubequ Nehemiah**, First Execution Debtor, and **Sithole Priscilla Ntombi**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Brakpan, on 4 February 1994 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

*Certain:* Lot 15145, situated in the Township of Tsakane Extension 5, Registration Division IR, Transvaal, being 15145 Tsakane, Tsakane Extension 5, Brakpan.

*Measuring:* 330 (three hundred and thirty) square metres.

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

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

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

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

Dated at Johannesburg on the 20th day of December 1993.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451) (Ref. Foreclosures/cb/K178.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Moodley: Grant Lester Gerard**, 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, 4 February 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 307, Lenasia South Extension 1 Township, Registration Division IQ, Transvaal, area 558 (five hundred and fifty-eight) square metres, situation 307 Baker Street, Lenasia South Extension 1.

*Improvements* (not guaranteed): A house under tiled roof consisting of three bedrooms, separate bathroom and toilet, kitchen, lounge, dining-room, family room and study with brick walls around property.

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

Dated at Johannesburg on the 22nd 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:NT206.)

Case 1923/93  
PH 388IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jonkers: William**, 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, 3 February 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 179, Coronationville Township, Registration Division IQ, Transvaal, area 317 (three hundred and seventeen) square metres, situation 13 Glencairn Street, Coronationville.

*Improvements* (not guaranteed): A house under iron roof consisting of two bedrooms, bathroom, kitchen, lounge, store-room with precast and brick walls around property.

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

Dated at Johannesburg on the 22nd 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:NT304.)

Case 16015/93  
PH 388IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kelly: Winston Eldred**, 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, 3 February 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 its undivided share in the common property in the Albert's Place Sectional Title Scheme, area 83 (eighty-three) square metres, situation Flat 3, Albert's Place, 15 Bevan Avenue, Newclare.

*Improvements* (not guaranteed): A flat consisting of two bedrooms, bathroom, lounge/dining-room and kitchen.

*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 the 20th 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:NT375.)

Case 08016/92  
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lynch: Charles Aaron**, 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, 3 February 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 2218, Eldoradopark Extension 1 Township, Registration Division IQ, Transvaal, area, 275 (two hundred and seventy-five) square metres, situation, 48 Dakota Street, Eldoradopark Extension 1.

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

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

Dated at Johannesburg on the 22nd 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:NT99.)

Saak 6999/93  
PH 74

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

In die saak tussen **Investec Bank Beperk**, Eiser/Eksekusieskuldeiser, en **Cavaleiro, John Carlos**, Verweerder/  
Eksekusieskuldenaar

Neem asseblief kennis dat die ondervermelde eiendom van die Eksekusieskuldenaar in eksekusie verkoop sal word op 4 Februarie 1994 om 10:00, by die kantore van die Balju van die Hooggereghof te Hendrik Verwoerdrylaan 163, 13de Verdieping, Metrosentrum, Randburg:

Neem verder kennis dat die eiendom wat verkoop word geleë is te Satararylaan 27, Gallo Manor-uitbreiding 2, Randburg.

Die eiendom staan bekend as Erf 192, Gallo Manor-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 450 vierkante meter en gehou kragtens Akte van Transport T3348/87.

Die eiendom bestaan uit 'n normale siersteenhuis met sitkamer, familiekamer, eetkamer, studeerkamer, twee badkamers, drie slaapkamers, gang en kombuis. Die huis het 'n teëldak en hout vensterrame. Die buitegeboue bestaan uit 'n bediendekamer, stoorkamer, dubbelmotorhuis en swembad.

Neem verder kennis dat die verkoopvoorwaardes by die kantoor van die Balju van die Hooggereghof te Hendrik Verwoerdrylaan 163, 13de Verdieping, Metrosentrum, Randburg, ingesien kan word.

Aldus gedoen en geteken te Johannesburg op hierdie 22ste dag van Desember 1993.

Dreyer & Nieuwoudt, Prokureurs namens Eksekusieskuldeiser, Vyfde Verdieping, Volkskasgebou, Marketstraat 76, Johannesburg, Posbus 62197, Marshalltown. (Tel. 833-1790.) (Verw. C/110/J. L. Dreyer/MR.)

Saak 19293/93

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

In die saak tussen **Standard Bank van Suid-Afrika Beperk**, Eiser, en **Petrus Hermanus Schoeman**, Verweerder  
Eksekusieverkoping gehou te word te die Landdroskantoor, Van Emmenisstraat, Nylstroom, op 4 Februarie 1994 om 10:00:

*Van:* Erf 1426, geleë in die dorpsgebied Nylstroom-uitbreiding 11, Registrasieafdeling KR, Transvaal, grootte 1 290 (eenduisend tweehonderd en negentig) vierkante meter.

Die eiendom is geleë en staan bekend as Gembokstraat 3, Nylstroom-uitbreiding 11.



*Verbeterings bestaan uit:* Ingangsportaal, sitkamer, eetkamer, familiekamer, kombuis en opwas, drie slaapkamers, twee badkamers, twee motorhuise en geteelde dak.

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

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

Die verkoopvoorwaardes kan ingesien word by die kantore van die Adjunkbalju, Waterberg.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Pretoria; Posbus 645, Pretoria, 0001. (Verw. mnr Hugo/pd/SB344.)

Case 20099/93

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Simon Shane Gull**, First Defendant, and **Christine Elizabeth Gull**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 2 February 1994 at 10:00, at 142 Struben Street, Pretoria:

Section 1 as shown and more fully described on Sectional Plan SS181/88, in the scheme known as McLachlan Mews, in respect of the land and building or buildings situated at Garsfontein Extension 10, Local Authority Pretoria, of which the floor area, according to the said section plan is 107 square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by the First and Second Defendants under Certificate of Registered Title ST181/88 (1) (Unit), situated at 1 McLachlan Mews, 31 Pointer Crescent, Garsfontein Extension 10.

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

Duet consisting of three bedrooms, two bathrooms, two toilets, entrance-hall, lounge/dining-room, kitchen, pantry and swimming-pool.

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

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

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R375481/as.)

Case 18362/92

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

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Hendrik Jacobus Venter**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on Wednesday, 2 February 1994 at 10:00, at 142 Struben Street, Pretoria:

Erf 200, situated in the Township of The Reeds, Registration Division JR, Transvaal, measuring 1 051 square metres, held by the Defendant under Deed of Transfer T11153/91, situated at 38 Laddier Street, The Reeds.

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

Dwelling-house consisting of three bedrooms, bathroom with shower, toilet and hand basin, bathroom with toilet and hand basin, lounge, dining-room, study, kitchen and workroom. Outbuildings consisting of two garages, toilet with shower and hand basin. Brick fencing, brick paving, patio, borehole and swimming-pool.

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

*Conditions:* The conditions of sale may be inspected at this office or at the office of the Sheriff, Pretoria South.

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindal Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Ref. R338690/as.)

Case 16083/93

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

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **June Audrey Carroll**, Defendant

Pursuant to a judgment of the above Court, and a warrant of attachment, dated 12 October 1993, the undermentioned property will be sold in execution on Wednesday, 2 February 1994 at 10:00, at the offices of the Sheriff, 142 Struben Street, Pretoria, to the highest bidder:

Erf 152, Bronberrik Township, Registration Division JR, Transvaal, measuring 1 532 square metres, held by the Defendant under Deed of Transfer T5714/1972, known as 137 Pine Avenue, Bronberrik, Verwoerdburg.



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 split level home under flat galvanised roof, comprising, lounge and dining-room with pine ceilings, kitchen and pantry, three bedrooms, two bathrooms/shower, balcony and verandah, two garages, laundry, servant's quarters and established garden.

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 28th day of December 1993.

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

Case 26830/93  
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Smith, David James**, First Execution Debtor, and **Smith, Ruth**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Randburg, on 4 February 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

*Certain:* Portion 1 of Erf 305, situated in the Township of Bromhof Extension 6, Registration Division IQ, Transvaal, being 305 Tin Road, Bromhof Extension 6, Randburg, measuring 577 (five hundred and seventy-seven) square metres.

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

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

*Terms:* 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 28th day of December 1993.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorney, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, P.O. Box 61677, Johannesburg, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/S477.)

Saak 163/93

IN DIE LANDDROSHOF VIR DIE DISTRIK STANDERTON GEHOU TE STANDERTON

In die saak tussen **ABSA Bank Beperk** (Reg. No. 86/04794/06), Eiser, en **Hendrik Wessel du Toit**, Verweerder

Ingevolge uitspraak in die Hof van die Landdros te Standerton, en lasbrief vir eksekusie tot geregtelike verkoping, gedateer 7 Desember 1993, sal die ondervermelde onroerende eiendom op 2 Februarie 1994 om 10:00, te die Baljukantoor, Caledonstraat 17, Standerton, aan die hoogste bieder geregtelik verkoop word, naamlik:

Resterende gedeelte van Gedeelte 1 van Erf 367, geleë in die dorp Standerton, Registrasieafdeling IS, Transvaal, groot 1 428 (eenduisend vierhonderd agt-en-twintig) vierkante meter.

*Beskrywing:* Steenhuis met sinkdak, vier slaapkamers, sitkamer, eetkamer, kombuis, spens, badkamer, toilet, twee motorhuise, stoorkamer, toilet en plankvloere.

Die verkoopvoorwaardes lê ter insae by die Balju te Caledonstraat 17, Standerton. Die basiese verkoopvoorwaardes is kortliks die volgende:

1. 10% (tien persent) van die koopprijs in kontant op die dag van verkoping.
2. Die balans van die koopprijs teen registrasie van transport en gewaarborg staan te word binne 60 (sestig) dae na datum van verkoping.
3. Besit en okkupasie sal aan die koper verleen word 30 (dertig) dae na betaling van die deposito of by betaling van die volle koopsom, welke gebeurtenis ookal eerste mag plaasvind.

Geteken te Standerton op hede die 27ste dag van Desember 1993.

H. J. Langeveldt, vir V.d. Berg Nel & Langeveldt, Ing. Samuel Seigel, Berlanekamers, Andries Pretoriusstraat 16, Posbus 73, Standerton. (Verw. HJL/1888.)

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

In die saak tussen **Janse van Rensburg & Strydom**, Eiser, en **M. A. de Bruyn**, Verweerder

Ingevolge uitspraak van die Landdroshof van Westonaria, en lasbrief tot geregtelike verkoping, gedateer 27 September 1993 sal die ondervermelde eiendom op 4 Februarie 1994 om 14:15, voor die Landdroshof, Randfontein, aan die hoogste bieder verkoop word:

Erf 126, Randgate-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 495 (vier nege vyf) vierkante meter, gehou deur die Verweerder kragtens Akte van Transport T12349/1992, ook bekend as Strydomstraat 123, Randgate.

*Sonering:* Residensieël.

*Voorwaardes:*

1. 10% (tien persent) of R5 000 (vyfduisend rand) van die koopprys in kontant op die dag van die verkoping, die balans betaalbaar teen registrasie van oordrag verseker te word deur 'n bank- of bouverenigingwaarborg gelewer binne 'n tydperk van 21 (een-en-twintig) dae na datum van verkoop.

2. Afslaersgelde betaalbaar op die dag van die verkoping soos voorgeskryf in die tarief.

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

J. S. G. Strydom, vir Janse van Rensburg & Strydom, Eerste Verdieping, Rentmeestergebou, Edwardslaan 84, Posbus 950, Westonaria, 1780. (Verw. JSGS/AP/SVS675.)

Case 26523/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Schoeman, Gilliam Cristoffel**, First Defendant, and **Schoeman, Judith**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 4 February 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 918, Brenthurst Extension 1 Township, Registration Division IR, Transvaal, being 47 Hofmeyer Street, Brenthurst, Brakpan, measuring 1 883 (one thousand eight hundred and eighty-three) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof comprising a 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 payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Dated at Johannesburg on the 27th 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/U00031 (UB31).]

Saak 510/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK WATERBERG GEHOU TE NYLSTROOM

In die saak tussen **Stadsraad van Nylstroom**, Eiser, en **J. O. Moutvervaardigers**, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie, sal die onderstaande eiendom verkoop word voor die Landdroshof, Van Emmenisstraat, Nylstroom, op 4 Februarie 1994 om 10:00, sonder reserwe, en aan die hoogste bieder:

Erf 693, bekend as Sentraalstraat 6, Nylstroom, Registrasieafdeling KR, Transvaal, groot 4 453 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Titel T52589/84.

*Die vernaamste verkoopvoorwaardes van die verkoping is:*

1. Tensy reëlings voor die verkoping met die Eiser getref is, sal die koper 'n deposito van 10% (tien persent) van die koopprys, of R1 000 (eenduisend rand), wat ookal die meeste is, onmiddellik na die verkoping, in kontant betaal en vir die balans en rente, met die koper die Balju binne 21 (een-en-twintig) dae na datum van verkoping, van 'n goedgekeurde bank- of bouverenigingwaarborg voorsien.

2. Die eiendom word voetstoots te koop aangebied en is die verkoping onderhewig aan:

2.1. Die Wet op Landdroshof en die reëls daarvan.

2.2. Die voorwaardes van die titelakte;

2.3. Die verkoopvoorwaardes wat vir insae by die kantoor van die Balju lê, sal onmiddellik voor die verkoping uitgelees word.

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

R. A. Mulder, vir Abel Mulder & Vennote, Rentmeestergebou, Potgieterstraat, Nylstroom. (Verw. R93/7947/mdj.)

Case 26345/93  
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 **Thompson, Dennis**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on 4 February 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 2292, situated in the Township of Blairgowrie, Registration Division IQ, Transvaal, being 58 Blairgowrie Drive, Blairgowrie, Randburg, measuring 833 (eight hundred and thirty-three) square metres.

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

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

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

Dated at Johannesburg this 3rd day of January 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/T107.)

Case 8820/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mfuzeni Amos Maseko**, First Defendant, and **Joyce Nankie Maseko**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and a warrant of execution dated 25 August 1993, the property listed hereunder will be sold in execution on Wednesday, 9 February 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 6283, Daveyton Township, Registration Division IR, Transvaal, measuring 335 (three hundred and thirty-five) square metres, known as 6283 Kheswa Street, Daveyton, Benoni.

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

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

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

*Outbuildings:* Garage. Fencing: Wire. Plastered house with pitched asbestos roof. House with burglar bars.

*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, 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% (eighteen per centum) per annum on the preferent creditors' claims as contemplated in Rule 43 (7) (a) of the Rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

Dated at Benoni on this the 27th 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**, Plaintiff, and **Promise Mndebele**, First Defendant, and **Elda Makhosazana Mndebele**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution, dated 23 August 1993, the property listed hereunder will be sold in execution on Wednesday, 9 February 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 1405, Crystal Park Extension 2 Township, Registration Division IR, Transvaal, measuring 801 (eight hundred and one) square metres, known as 21 Oriole Crescent, Crystal Park, Benoni.

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

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

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

*Outbuildings:* Garage plus w.c. Driveway: Pavers. 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 Courts Office, 215 Arcadia, 84 Princes Avenue, Benoni.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (if applicable).
- (d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 18% (eighteen per centum) per annum on the preferent creditors' claims as contemplated in Rule 43 (7) (a) of the Rules of Court from the date of 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, 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 27th 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/sm.)

Case 12035/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mamosele Jan Mokoena**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 17 November 1993, the property listed hereunder will be sold in execution on Friday, 4 February 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 33502 (previously 749) Tsakane Extension 1 Township, Registration Division IR, Transvaal, measuring 297 (two hundred and ninety-seven) square metres, known as 749 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, bathroom, kitchen and lounge.

*The material conditions of sale are:*

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Court 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% (eighteen per centum) per annum on the preferent creditors' claims as contemplated in Rule 43 (7) (a) of the Rules of Court, from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

Dated at Benoni on this the 27th 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 21533/92**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Machete Matome Albert**, First Defendant, and  
**Machete Moeagabo Esther**, 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 3 February 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 1923, Mapetla Extension 1 Township, Registration Division IQ, Transvaal, measuring 234 (two hundred and thirty-four) square metres, situated at Erf 1923, Mapetla Extension 1 Township.

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

The property is zoned Residential.

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

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

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

Signed at Johannesburg of this the 10th day of December 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M22091/PC.)

**Case 7826/92**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tshabalala Edward Boy**, First Defendant and  
**Tshabalala Mamayila Florah**, 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 3 February 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 27782, Meadowlands Township, Registration Division IQ, Transvaal, measuring 195 (one hundred and ninety-five) square metres, situated at Erf 3296A, Zone 10, Meadowlands Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Signed at Johannesburg on this the 13th day of December 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. T20501/PC.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mulaudzi Tshimangadzo David**, First Defendant, and **Mulaudzi Miriam Maqinase**, 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 3 February 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 10272, Diepkloof Township, Registration Division IQ, Transvaal, measuring 262 (two hundred and sixty-two) square metres, situated at Erf 2626, Zone 2, Diepkloof Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, three bedrooms, bathroom, kitchen, lounge, dining-room, bar-lounge, garage and carport. The property is zoned Residential.

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

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

Signed at Johannesburg on this the 13th day of December 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M12825/PC.)

Case 31771/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Geneapril Errol Arnold**, First Defendant, and **Geneapril Elizabeth Catharina**, 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 3 February 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 687, Eldorado Park Township, Registration Division IQ, Transvaal, measuring 357 (three hundred and fifty-seven) square metres, situated at 43 Goud Street, Eldorado Park Township.

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

Dwelling consisting of two 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 the sale, to be calculated as follows:

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

Signed at Johannesburg on this the 10th 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. G18501/PC.)

Case 15207/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jansen Elizabeth**, 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 3 February 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 5794, Eldorado Park Extension 7 Township, Registration Division IQ, Transvaal, measuring 220 (two hundred and twenty-two) square metres, situated at 5 Indiana Avenue, Eldorado Park Extension 7 Township.

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

Dwelling under tiled roof, lounge, dining-room, three bedrooms, kitchen, bathroom and toilet. The property is zoned Residential.

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

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

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

Signed at Johannesburg on this the 10th 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. J12272/PC.)

#### Case 7972/93

##### IN THE MAGISTRATE'S COURT OF WONDERBOOM HELD AT WONDERBOOM

In the matter between **ABSA Bank Limited**, Plaintiff, and **Fernando Jose De Castro E Silva**, 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, 4 February 1994 at 11:00:

Erf 350, situated in the Township of Karenpark, Registration Division JR, Transvaal, measuring 906 (nine hundred and six) square metres, known as 4 Diffenbachia Street, Karenpark.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, two bathrooms, scullery, double garage 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-392319/JAA/M. Oliphant.)

#### Case 5425/93

##### IN THE MAGISTRATE'S COURT OF WONDERBOOM HELD AT WONDERBOOM

In the matter between **ABSA Bank Limited**, Plaintiff, and **Marthinus Cornelius Coetzee**, 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, 4 February 1994 at 11:00:

Erf 230, in the Township of Karenpark, Registration Division JR, Transvaal, measuring 901 (nine hundred and one) square metres, known as 96 Cyclamen Road, Karenpark.

Particulars are not guaranteed. Vacant erf.

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-376900/JAA/M. Oliphant.)

#### Case 7333/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Jacobus Johannes Prinsloo**, First Defendant, and **Adèle Prinsloo**, 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, 4 February 1994 at 11:00:

Portion 50 (a portion of Portion 39) of the farm Haakdoornboom 267, Registration Division JR, Transvaal, measuring 8,5653 hectare, known as R O W, Portion 50 (a portion of Portion 39), of the farm Haakdoornboom 267.

Particulars are not guaranteed.

Vacant land.

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-379786/JAA/M. Oliphant.)

#### Case 6183/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Chrisjan Stephanus Lessing**, First Defendant, and **Christina Levina Lessing**, 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, 4 February 1994 at 11:00:

Erf 104, situated in the Township of Clarina Extension 6, Registration Division JR, Transvaal, measuring 1 009 (one thousand and nine) square metres, known as 92 Nelson Street, Clarina Extension 6.

Particulars are not guaranteed.

Dwelling: Entrance-hall, lounge, dining-room, kitchen, three bedrooms and two bathrooms, carport, staff-room 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/B-379750/JAA/M. Oliphant.)



Case 32438/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Agatha Johanna van der Westhuizen**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 2 February 1994 at 10:00:

Erf 207, situated in the Township of Lynnwood, Registration Division JR, Transvaal, measuring 1 963 square metres, known as 2 The Old Fort Road, Lynnwood.

Particulars are not guaranteed: Dwelling, entrance-hall, lounge, dining-room, family room, kitchen, four bedrooms, two bathrooms, study, scullery, pantry and laundry, double garage, carport plus patio, two staff-rooms and two store-rooms, toilet and bathroom.

Inspect conditions at Sheriff, Pretoria-East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon &amp; Tindall Inc. (Tel. 328-6770 x 313) [Ref. N1/B-397518 (371714)/JAA/M. Oliphant.]

Case 75284/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Cornelius Johannes Maritz**, First Defendant, and **Yvonne Maritz**, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 2 February 1994 at 10:00:

(a) Unit 5, as shown on Sectional Plan SS382/88, in the building Maiana, situated at Erf 58, Brummeria Extension 3 Township, Local Authority, City Council of Pretoria, measuring 129 square metres; and

(b) an undivided share in the common property in the land and building held under Deed of Transfer ST44249/93 dated 9 June 1993, known as Flat 7, Maiana, 5 Maiana Street, Brummeria Extension 3.

Particulars are not guaranteed: Duplex flat, lounge, family room, dining-room, kitchen, four bedrooms and two bathrooms, double garage, staffroom and toilet.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon &amp; Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-392324/JAA/M. Oliphant.)

Case 75610/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Simon Paul Louw**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 2 February 1994 at 10:00:

Erf 1668, Heuweloord Extension 4 Township, Registration Division JR, Transvaal, measuring 1 000 (one thousand) square metres, known as 8 Naalدهout Street, Heuweloord Extension 4.

Particulars are not guaranteed: Dwelling, lounge, kitchen, three bedrooms, bathroom, toilet and shower. Single carport and toilet.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon &amp; Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-387583/JAA/M. Oliphant.)

Case 20813/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Carlos Antonio Marques de Freitas**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 2 February 1994 at 10:00:

Remaining extent of Erf 19, in the Township of Lynnwood Glen, Registration Division JR, Transvaal, measuring 1 646 square metres, known as 40 Alcade Road, Lynnwood Glen.

Particulars are not guaranteed: Dwelling with entrance-hall, lounge, family room, dining-room, kitchen, laundry, two bedrooms, two bathrooms, single carport, servant's room and toilet.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon &amp; Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/A-366565/JAA/M. Oliphant.)

Case 84764/92

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Martyn Bonehill**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 2 February 1994 at 10:00, of:

Section 30 as shown on Sectional Plan SS171/1985 in the building Wedgewood Villa, measuring 146 square metres; and an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST171/1985 (30) (unit) dated 7 June 1985, known as Flat 30, Wedgewood Villa, 278 Jean Avenue, Verwoerdburg.

Particulars are not guaranteed: Three bedroomed flat with lounge, dining-room, kitchen, scullery, bathroom and single garage.

Inspect conditions at Sheriff, Pretoria South, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon &amp; Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-353165/JAA/J. S. Herbst.)



## Case 81970/92

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Nadaraj Pillay**, First Defendant, and **Letchemy Theresa Lucy Pillay**, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 2 February 1994 at 10:00 of Remaining Extent of Erf 28 Christoburg Township, Registration Division JR, Transvaal, measuring 863 square metres, known as 562 Van Leenhof Street, Christoburg.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and carport.

Inspect conditions at Sheriff, Pretoria South, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-351294/JAA/J. S. Herbst.)

## Case 63147/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Johann Grobler**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 2 February 1994 at 10:00, of:

Section 11, as shown on Sectional Plan SS225/81, in the building Permpark, situated at Erf 1889, Silverton, Local Authority City Council of Pretoria, measuring 154 square metres; and

an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST26571/93, known as Flat 11, Permpark, 517 Joseph Bosman Street, Silverton.

Particulars are not guaranteed.

Three bedroomed simplex flat with lounge, dining-room, kitchen, two bathrooms, laundry, double garage and toilet.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-387516/JAA/J. S. Herbst.)

## Case 40884/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Santa Klopper**, First Defendant, and **Leendert Klopper**, in his capacity as Surety, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 2 February 1994 at 10:00, of:

Erf 367, Doringkloof Township, Registration Division JR, Transvaal, measuring 991 square metres, known as 89 Kiaat Street, Doringkloof, 0149.

Particulars are not guaranteed.

Dwelling with entrance-hall, lounge, dining-room, kitchen, family room, three bedrooms, two bathrooms, study, scullery and three garages.

Inspect conditions at Sheriff, Pretoria South, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-376806/JAA/J. S. Herbst.)

## Case 56296/93

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

In the matter between **Transnet Limited**, Plaintiff, and **A. J. du Plessis**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on 2 February 1994 at 10:00 of:

Erf 1721, situated in the Township of The Reeds Extension 5, Registration Division JR, Transvaal, measuring 1 000 square metres, known as 13 Bedford Street, The Reeds Extension 5.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, two bedrooms, bathroom, outside toilet.

Inspect conditions at Sheriff, Pretoria South, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 227.) (Ref. N2/360984/JAA/Miss A. M. Botes.)

## Case 73485/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Johan Hendrik Senekal**, First Defendant, and **Elsie Cathrina Senekal**, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 2 February 1994 at 10:00:

Erf 73, situated in the Township of Garsfontein Extension 7, Registration Division JR, Transvaal, measuring 1 190 square metres, known as Kommetjie Crescent 417, Garsfontein Extension 7.

Particulars are not guaranteed: Dwelling with entrance-hall, lounge, dining-room, TV room, kitchen, laundry, four bedrooms, two bathrooms, w.c., staff-room, three carports.

Inspect conditions at Sheriff, Pretoria-East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/A-387510/JAA/M. Oliphant.)

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

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Maud Suverkop**, Verweerder

Eksekusieveiling te Baljukantore, Beaconsfieldlaan 41A, Vereeniging, op Vrydag, 11 Februarie 1994 om 10:00, aan die hoogste bieder:

Erf 373, Ironsyde, Registrasieafdeling IQ, Transvaal, groot 2 188 vierkante meter, geleë te Rhodestraat, Ironsyde, T2393/1946, en Erf 374, Ironsyde, Registrasieafdeling IQ, Transvaal, groot 1 679 vierkante meter, geleë te hoek van Kruger- en Wepenaarstraat, Ironsyde, T2393/1946:

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

Volgens inligting wat Eiser kon bekom is gesegde eiendomme gesoneer vir woondoeleindes in 'n geproklameerde dorp en is die eiendomme verbeter met gewone munisipale dienste soos elektrisiteits- en wateraansluitings en is die eiendomme verder onverbeterd. Die bovermelde word nie gewaarborg nie en moet die voornemende kopers hulleself van die aard en toestand van die gesegde eiendomme vergewis.

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

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

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

Geteken te Pretoria op hierdie 3de dag van Januarie 1994.

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

Case 22287/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of S.A. Ltd**, Plaintiff, and **Geoffrey Otterson**, 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, 2 February 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 2001, The Reeds Extension 9 Township, Registration Division JR, Transvaal, also known as 6 Anton Street, The Reeds Extension 9, Verwoerdburg, in extent 1 000 (one thousand) square metres, held by Deed of Transfer T19198/1992, subject to the conditions therein contained and especially 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 entrance-hall, lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., w.c. and shower and wire fencing.

Ten per cent (10%) of the purchase price and 5% (five per cent) auctioneer 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 fourteen (14) days after the date of sale.

Dated at Pretoria this 3rd day of January 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1686/93.)

Case 21163/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Minter: Arthur Charles**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 3 February 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 609, Croydon Extension 1 Township, Registration Division IR, Transvaal, situation 9 Limoniet Road, Croydon Extension 1, area 1 507 (one thousand five hundred and seven) square metres.

*Improvements* (not guaranteed): Three bedrooms, two bathrooms, kitchen/laundry, lounge, dining-room, garage/store-room, swimming-pool, under tiled roof, staff quarters with outside ablution, brick driveway and enclosed with precast walls.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this 6th day of January 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR193/mgh/tf.)

Case 34366/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Easton: Stephen Gary**, 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, Randburg, at 9 Elna Court, corner of Blairgowrie Avenue and Selkirk Street, Blairgowrie, Randburg, on Tuesday, 1 February 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 697, Olivedale Extension 3 Township, Registration Division IQ, Transvaal, situation 10 Christo Avenue, Olivedale Manor Extension 3, area 912 (nine hundred and twelve) square metres.

*Improvements* (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, two garages/store-rooms, swimming-pool, under tiled roof, paved driveway and enclosed with wire fencing.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this 27th day of December 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. SN039E/mgh/tf.)

Saak 514/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITRIVIER GEHOU TE WITRIVIER

In die saak tussen **Eerste Nasionale Bank**, Eksekusieskuldeiser, en **A. L. Maan**, Eksekusieskuldenaar

Ter uitvoerlegging van 'n vonnis van die Landdros, Witrivier, sal ondervermelde goedere op Vrydag, 28 Januarie 1994 om 12:00, per publieke veiling te die Landdroskantoor, Kruger Parkstraat, Witrivier, deur die Balju vir die Landdroshof, Witrivier, aan die hoogste bieder vir kontant verkoop word, naamlik:

Gedeelte 1 van Hoewe 163, van die White River Estate (oostelike gedeelte) Landbouhoewe, Registrasieafdeling JU, Transvaal, groot 14,5678 hektaar onder Transportakte T2841/92.

Gedateer te Witrivier op die 3de dag van Januarie 1994.

Doman & Kolbe, Eiser se Prokureurs, Kruger Parkstraat 20A, Witrivier, 1240. [Tel. (01311) 5-0216.] (Verw. mnr. Doman/AB/E196.)

Case 18999/93  
PH 135

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

In the matter between **Eskom Finance Company (Proprietary) Limited**, Plaintiff, and **Kubheka, Luvuno Norman**, Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price will be held at 131 Marshall Street, Johannesburg, on 3 February 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale, of the undermentioned property situated at:

44 Da Costa Road, Corlett Gardens, being Erf 17, Corlett Gardens Township, Registration Division IR, Transvaal, measuring 1 611 (one thousand six hundred and eleven) square metres, held by Deed of Transfer T67572/1991, which is zoned as Residential and consists of (not guaranteed): A dwelling, entrance-hall, lounge, dining-room, study, three bedrooms, two bathrooms, w.c., kitchen, scullery, outbuildings, store-room, two servants' rooms, bathroom and double garage.



## 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 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 4th day of January 1994.

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.)

Saak 13139/92

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

In die saak tussen **ABSA Bank Bepers** (Allied Bank Divisie), Eiser, en **Manogran Pather**, 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, te Marshallstraat 131, Johannesburg, op 3 Februarie 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 446, Lenasia-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Flamingostraat 18, Lenasia-uitbreiding 1, groot 541 m<sup>2</sup> (vyf vier een) vierkante meter.

*Verbeteringe* (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: *Hoofgebou*: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer/toilet en aparte toilet. *Buitegeboue*: Motorhuis en afdak. *Konstruktuer*: Baksteen met sink.

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

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

Gedateer te Johannesburg op hede die 4de dag van Januarie 1994.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/03/A8123E.)

Saak 14655/91

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDBURG GEHOU TE RANDBURG

In die saak tussen **NBS Bank Bepers**, Eiser, en **10 The Crescent Cluster House CC**, Eerste Verweerder, en **Mervyn Michael Farber**, Tweede Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof van Randburg, gehou te Randburg, in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word deur die Balju van die Landdroshof, voor die Landdroskantoor, Jan Smutslaan, Randburg, op 2 Februarie 1994 om 10:00, van die ondervermelde eiendom van die verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Landdroshof, voor die verkoping ter insae sal lê:

Sekere Gedeelte 10 van Erf 1165, Morningside-uitbreiding 96-dorpsgebied, Registrasieafdeling IR, Transvaal, en ook bekend as Woonstel 10, The Crescent, Wagonweg, Morningside-uitbreiding 96, groot 532 m<sup>2</sup> (vyf drie twee) vierkante meter.

*Verbeteringe* (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: *Hoofgebou*: Ingangsportaal, sitkamer, eetkamer, familiekamer, studeerkamer, kombuis, spens, vier slaapkamers, aantrekkamers, gaste aantrekkamer, drie badkamers, twee storte, vier toilette. *Buitegeboue*: Twee motorhuise, twee bediendekamers, een en 'n halwe badkamer, swembad, jacuzzi, elektroniese motorhekke en diefalarmstelsel. *Konstruktuer*: Baksteen met teël.

*Terme*: 10% (tien persent) van die koopprijs 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: 4% (vier persent) op die opbrengs van die verkoping.

Gedateer te Randburg op hede die 4de dag van Januarie 1994.

Botha Moll & Vennote, Eerste Verdieping, Standard Generalgebou, Bordeauxlaan 112, Randburg. (Tel. 886-4814.) (Verw. Rossouw/cw/06/N123E.)



Case 14144/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited** (Reg. No. 51/00009/06), formerly known as Nedperm Bank Limited, Plaintiff,  
and **Shadreck Williams**, 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, 2 Northview, 45 Richards Drive, Halfway House, on 2 February 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 of the Supreme Court, prior to the sale:

Certain Erf 637, Rabie Ridge Township, Registration Division IR, Transvaal, area 287 square metres, situation Erf 637, Rabie Ridge Township, situated at corner of Kalkoen and Honeybird Streets, Rabie Ridge.

*Improvements* (not guaranteed): A house under tiled roof consisting of three bedrooms, bathroom, kitchen, dining-room and lounge with wire fencing surrounding the property.

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

Dated at Johannesburg on the 22nd 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 7151-142.)

Case 21607/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited** (Reg. No. 51/00009/06), formerly known as Nedperm Bank Limited, Plaintiff,  
and **Gernot Siegfried Kuhlmann**, 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 3 February 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 803, Northcliff Extension 4 Township, Registration Division IQ, Transvaal, area 2 383 square metres, situation 93 Willar Drive, Northcliff Extension 4.

*Improvements* (not guaranteed): A house under slate roof comprising entrance-hall, four bedrooms, two bathrooms, lounge, dining-room, kitchen, shower and toilet, separate toilet, two garages, swimming-pool, servants' quarters and ablutions with bricks 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 the 21st 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 7154-007.)

Case 30381/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited** (Reg. No. 51/00009/06), formerly known as Nedperm Bank Limited, Plaintiff,  
and **Major, William Vincen**, 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 3 February 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 973, Eldoradopark Township, Registration Division IQ, Transvaal, area 278 square metres, situation 56 Nikkel Crescent, Eldoradopark, Johannesburg.

*Improvements* (not guaranteed): A house under asbestos roof consisting of two bedrooms, bathroom, kitchen, lounge and car-port with brick walls and wire fencing 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 the 22nd 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 7156-293.)

Case 08871/92

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited** (Reg. No. 51/00009/06), formerly known as Nedperm Bank Limited, Plaintiff, and **Suliman Ebrahim Nosarka**, 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, President Steyn Street, Westonaria, on 4 February 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 676, Leansia South Extension 1 Township, Registration Division IQ, Transvaal, area 400 square metres, situation 676 Cromwell Street, Lenasia South Extension 1, Westonaria.

*Improvements* (not guaranteed): A house under tile roof consisting of three bedrooms, bathroom, lounge, kitchen with precast walls and wire fencing around the property.

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

Dated at Johannesburg on the 15th 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 7156-027.)

Case 1255/93  
PH 267

# IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Peter Johannes Alfonso Griffin**, First Defendant, and **Magrietha Isabella Griffin**, 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 Sheriff for the Supreme Court, Oberholzer, in front of the Magistrate's Court, 72 Van Zyl Smit Street, Oberholzer, on Friday, 28 January 1993 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Oberholzer, First Floor, Montalto Building, Palladium Street, Carletonville:

Erf 152, in the Township Oberholzer, Registration Division IQ, Transvaal, measuring 1 104 square metres, held by the Defendants under Deed of Transfer T55457/1987, being 17 Park Street, Oberholzer.

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

The dwelling consists of lounge, dining-room, kitchen, laundry, four bedrooms, bathroom/w.c., servant's room, three garages and w.c.

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

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

Dated at Johannesburg this 4th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z59401.) (Ref. FCLS/WR/Mr Brewer/djl.)

Case 638/93

PH 267

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **De Klerk Hendrik Jacobs**, 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, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston, on Thursday, 3 February 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, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston:

Section 7, as shown and more fully described on Sectional Plan SS7/1980 in the building or buildings known as Terrace Gardens, situated at Eastleigh Township, Local Authority Edenvale, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 99 square metres, held by the Defendant under Certificate of Registered Sectional Title ST25508/1992, being 7 Terrace Gardens, Terrace Road, Eastleigh, Edenvale, Germiston.

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

The dwelling consists of entrance-hall, lounge, two bedrooms, bathroom/w.c., 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 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 15th day of December 1993.

Routledges Inc., Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70347/Mr King/kw.)

Case 60/93

PH 267

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Syfrets Bank Limited**, Plaintiff, and **Paulus Johannes Meyer**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), Wonderboom, Pretoria North, on Friday, 28 January 1994 at 11:00, 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, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), Wonderboom, Pretoria North:

Holding 67, Bon Accord Agricultural Holdings, Registration Division JR, Transvaal, measuring 2,1414 hectares, held by the Defendant under Deed of Transfer T9704/1983, being Plot 67, Bon Accord, Pretoria.

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

The property consists of two bedrooms, two bathrooms (one en suite), dressing room, lounge/dining-room (combined), study, kitchen, two garages, two car ports, five servants' rooms, workshop, store-rooms and swimming-pool.

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

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 on this the 4th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. [Tel. (011) 836-5251.] (Account No. I33892.) (Ref. Mr Nesbit/ca.)



Saak 3850/93

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

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **C. D. Madi**, Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof, op 6 Julie 1993, sal die ondervermelde eiendom op 2 Februarie 1994 om 10:00, aan die hoogste bieder by die kantore van die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp, verkoop word:

Erf 10596, Kagiso-uitbreiding 6, Registrasieafdeling IQ, Transvaal, groot 305 (driehonderd en vyf) vierkante meter, ook bekend as Erf 10596, 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 TL24673/92;

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:* Tien persent (10%) van die koopprys sal in kontant betaalbaar wes op die dag van die veiling en die balans tesame met rente daarop teen 18% (agttien 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 22ste 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/LFN218.)

Case 28212/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Peens, Merle Ann**, 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 Sandton, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on Friday, 4 February 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 785, Sunninghill Extension 50 Township, Registration Division IR, Transvaal, area 1 316 square metres, situation: 785 Naivasha Avenue, Sunninghill Extension 50, Sandton.

*Improvements* (not guaranteed): Single storey brick dwelling under plaster/waterproofing, entrance-hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, two toilets, fitted carpets/terra cotta tiles, motor gates and fenced boundary.

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

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

P. Le Mottee, for Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. Le Mottee/N3170.)

Case 2910/93

PH 28

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

In the matter between **Body Corporate San Michelle**, Plaintiff, and **Kganakga, S. B.**, Defendant

On 28 January 1994 at 10:00, a public auction sale will be held in front of the entrance to the Magistrate's Court, Fox Street, Johannesburg, at which the Sheriff of the Court shall, pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

*Certain:* Unit 43, San Michelle, Johannesburg Township, Local Authority Johannesburg, also known as 93 San Michelle, 25 Ockerse Street, Hillbrow, Johannesburg, measuring 80 (eighty) square metres.



*Improvements* (which are not warranted to be correct and are not guaranteed): Simplex under concrete tile roof consisting of bedroom, bathroom, toilet, kitchen, lounge and enclosed balcony.

Hereinafter called "the property".

*The material conditions of sale are:*

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

2. The price shall bear interest at the rate of 20,25% (twenty comma twenty five per centum) per annum or, if the claim of the Johannesburg Municipal Pension Fund exceeds the price, interest amounting to the same as interest at that rate on that claim subject to such interest not exceeding the maximum allowed by law.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price of R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of the sale be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request the fees of the Sheriff of the Court acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a certificate in terms of section 50 of the Local Government Ordinance (Transvaal), 1939, or any amendment thereto or substitution therefor.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liabilities shall pass to the purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Court, A4 Sanlam Industrial Park, corner of Prop and John Streets, Selby, Johannesburg.

Dated at Johannesburg this 2nd day of December 1993.

Mervyn J. Smith, Plaintiff's Attorney, Suite 3415, 34th Floor, Carlton Centre, Commissioner Street, P.O. Box 9890, Johannesburg. (Tel. 331-2934.) (Ref. R. Rothquel/S3596.)

Case 18748/92  
PH 2

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Boschkop Club**, First Defendant, and **Munro, David McGregor**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, 9 Elna Randhof, corner of Selkirk and Blairgowrie Drives, Blairgowrie, Randburg, on Tuesday, 1 February 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Randburg:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: A dwelling-house under iron roof (which is burnt down, vandalised, has no window frames, doors or flooring, and in bad need of extensive repairs) consisting of eight rooms, three toilets, store-room, entrance-hall, patio and kitchen (consisting of three rooms).

*Outbuildings:* Two rooms and patio.

*Being:* Stand 3564, Randpark Ridge Extension 41 (22 Frangipani Street, Randpark Ridge Extension 41), measuring 7 908 square metres, Registration Division IQ, Transvaal, held by the first Defendant under Title Deed No. T41494/89.

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

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

Dated at Randburg this 4th day of January 1994.

B. S. Fourie, for Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.) C/o J. S. G. Coetzee & Coetzee, Ninth Floor, 66 Smal Street Mall, corner of President and Smal Streets, Johannesburg.

Case 1380/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Hermanus Johannes Hendrik Claassens N.O.** (in his capacity as Trustee for the time being of the Sumanie Trust), Defendant

A sale in execution will be held on 28 January 1994 at 11:00, Wonderboom, Portion 83, De Onderstepoort, Bon Accord, of:

Holding 28, situated in Montana Agricultural Holdings, Registration Division JR, Transvaal, measuring 2,2122 hectares, known as Plot 28, Third Road, Montana Agricultural Holdings.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey, brick walls, tiled roof, fitted carpets, tiles, slasto, novilon, lounge, dining-room, study, kitchen, pantry, six bedrooms, three bathrooms, shower, four w.c.'s, entrance-hall, TV-room, front stoep, two garages, two servants' rooms, large store, fenced, screenwalls, court-yard and brick pavings and borehole with pump.

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.9699.)

## Case 9525/91

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Cornelia Aletta Rademan**, Defendant

A sale in execution will be held on 4 February 1994 at 11:00, at Wonderboom, Portion 83, De Onderstepoort, Bon Accord, of:

Section 33 as shown and more fully described of Sectional Plan No. SS.139/90 in the building known as De Wetpark situated in the Township of Doornpoort, Local Authority of Pretoria City Council, 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 apportioned to the said section in accordance with the participation quota of the said section, held by the Defendant under Certificate of Registered Sectional Title No. ST.139/90 (33) (UNIT). Known as 33 De Wetpark, 461 Airport Road, Doornpoort.

The following improvements are reported to be on the property, but nothing is guaranteed: Complex of simplex flats: lounge/dining-room, kitchen, three bedrooms, 1½ bathroom, shower, two w.c.'s, garage, verandahs, garden, drying area and swimming-pool area.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH / M.9279.)

## Case 7478/93

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

In the matter between **NBS Bank Limited**, Plaintiff and **Jan Hendrik van Wyk**, Defendant

A sale in execution will be held on 11 February 1994 at 11:00, at Wonderboom, Portion 83, De Onderstepoort, Bon Accord of:

Portion 9 of Erf 67, situated in the Township of The Orchards, Registration Division JR, Transvaal, measuring 911 square metres, known as 55 Orange Avenue, The Orchards.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey, brick walls, corrugated iron roof, fitted carpets, lounge, dining-room, study, kitchen, three bedrooms, two bathrooms, shower, two w.c.'s, two open stoeps, two garages, servant's room, w.c., concrete walls, court-yard, BBQ and screenwalls, drive and pavings.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH / M.9417.)

## Case 32229/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Standley Ho**, Defendant

A sale in execution will be held on 2 February 1994 at 10:00, at 142 Struben Street, Pretoria, of:

Erf 3074, situated in the Township of Garsfontein X10; Registration Division JR, Transvaal, measuring 1 000 square metres, known as 916 St Bernard Street, Garsfontein Extension 10.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey dwelling, brick walls, fitted carpets, tiles, tiled roof, lounge, dining-room, study, kitchen, pantry, three bedrooms, two bathrooms, two showers, two w.c.'s, family room, dressing-room, scullery, double garages, servant's room with w.c. and bath. Boundary: brick and concrete walls, court-yard, s/walls and paving.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. MR Stolp/RH / M.9762.)

## Saak 5943/93

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

In die saak tussen **Stadsraad van Benoni**, Eiser, en **M. N. Carter**, Verweerder

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 23 September 1993, en 'n lasbrief vir eksekusie, gedateer 6 Oktober 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 9 Februarie 1994, om 11:00:

Erf 1834, Crystal Park uitbreiding 2, dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1109 vierkante meter, geleë te Owlstraat 12, Crystal Park, Benoni.

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

Vernaamste voorwaardes van verkoping:

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

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van Artikel 66(2) van die Landdroshofwet, No. 32 van 1993, soos gewysig, aan die hoogste bieder verkoop.

3. Koopprijs is soos volg betaalbaar:

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

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

Gedateer te Benoni op hede die 5de dag van Januarie 1994.

C. de Heus vir Du Plessis De Heus & Van Wyk, Eerste Verdieping, Marilestgebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. Mnr. De Heus/Mev. Maartens CC2364.)

**Saak 6208/93**

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

In die saak tussen **Stadsraad van Benoni**, Eiser, en **G. C. Buchan**, Eerste Verweerder, en **mev. M. Buchan**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 6 Oktober 1993, en 'n lasbrief vir eksekusie, gedateer 15 Oktober 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroskantoor, Harpurlaan, Benoni, Woensdag, 9 Februarie 1994 om 11:00:

Erf 2138, Crystal Park-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 818 vierkante meter, geleë te Skimmerstraat 18, Crystal Park, Benoni.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie: 'n Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis en badkamer met stort. Buitegeboue bestaande uit 'n enkelmotorhuis.

*Vernaamste voorwaardes van verkoping:*

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

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

3. Koopprijs is soos volg betaalbaar:

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

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

Gedateer te Benoni hierdie 5de dag van Januarie 1994.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Eerste Verdieping, Marilest-gebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. mnr. De Heus/mev. Maartens/CC2430.)

**Case 22054/92**

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Anna Cornelia Jacoba Maree**, Defendant

Pursuant to a judgment of the above Court, and a warrant of attachment, dated 24 March 1993, the undermentioned property will be sold in execution at 10:00, on 3 February 1994 at the Offices of the Sheriff, Pretoria North West, Room 603, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, to the highest bidder:

Portion 206 (a portion of Portion 81) of the farm Kameeldrift 313, Registration Division JR, Transvaal, measuring 8,5653 hectares, held by the Defendant under Deed of Transfer T27033/1992, known as Portion 206 (a portion of Portion 81) of the farm Kameeldrift 313.

At the time of the preparation of this notice, the following improvements were situate on the property, although in this respect nothing is guaranteed: A house comprising of six bedrooms, three bathrooms, two kitchens, two lounges, dining-room, three garages, store-room, family-room 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 North West, Room 202, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

Signed at Pretoria on this the 6th day of January 1994.

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



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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Eugene Marais Steyn**, Verweerder

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 3 Februarie 1994 om 10:00, by die kantore van die Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria, ter voldoening aan die vonnis wat die Eiser in bogemelde aangeleentheid verkry het teen die Verweerder op 30 November 1993, welke verkoping in eksekusie onderhewig sal wees aan die verkoopvoorwaardes wat ter insae lê by die Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria:

Herculesstraat 87, Roseville, Pretoria, met aktebeskrywing: Restant van Erf 82, geleë in die dorpsgebied Roseville, Registrasieafdeling JR, Transvaal, groot 1 292 (een twee nege twee) vierkante meter, gehou kragtens Transportakte T4430/92 en verbind ten gunste van die Eiser onder Verbandakte B94643/92.

Die eiendom bestaan uit sitkamer, eetkamer, drie slaapkamers, badkamer, kombuis, motorhuis en buitegeboue.

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

Die verkoopprys sal soos volg wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant op die datum van die verkoping betaalbaar aan die Balju en die balans op datum van registrasie van die transport verseker te word deur 'n waarborg van die bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 30 dae na die datum van die verkoping verstrek te word. Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir die betaling van rente aan die Eiser teen 17,5% (sewentien komma vyf persent) per jaar en aan die verbandhouer teen 17,5% (sewentien per sent 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, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

Geteken te Pretoria op hede die 4de dag van Januarie 1994.

Wilsenach, Van Wyk, Goosen & Bekker Ing., Prokureurs vir Eiser, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.) (Verw. W. J. Lubbe/M. Swanepoel/61/494/8.)

Saak 11591/92

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Boy George Nkosi**, Eerste Verweerder, en **Velephi Josephine Nkosi**, Tweede Verweerder

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 4 Februarie 1994 om 11:00, by die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, ter voldoening aan die vonnis wat die Eiser in bogemelde aangeleentheid verkry het teen die Verweerder op 14 Julie 1992, welke verkoping in eksekusie onderhewig sal wees aan die verkoopvoorwaardes wat ter insae lê by die Balju, Wonderboom, Gedeelte 83 (net noord van Sasko Meule), ou Warmbadpad, Bon Accord:

Erf 2564, Soshanguve, Blok G, met aktebeskrywing: Alle reg, titel en belang in die huurpag vir woondoeleindes ten opsigte van Perseel 2564, Blok G, Woongebied Soshanguve, in die jurisdiksiegebied van die Streeksvertegenwoordiger van die Departement van Ontwikkeling, Soshanguve, groot 829 (agt twee nege) vierkante meter, aangedui op Plan PB 372/87, gehou kragtens Sertifikaat van Reg van Huurpag 2579/90 en verbind ten gunste van die Eiser onder Verbandakte BL2892/91.

Die eiendom bestaan uit:

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

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

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

Geteken te Pretoria op hede die 4de dag van Januarie 1994.

Wilsenach, Van Wyk, Goosen & Bekker Ing., Prokureurs vir Eiser, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.) (Verw. W. J. Lubbe/M. Swanepoel/61/310/5.)



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 Vrydag, 4 Februarie 1994, om 11:00:

Gedeelte 2, soos aangetoon en vollediger beskryf op Deelplan SS62/91, in die skema bekend as Dr Van der Merweg 224, Montanapark, Pretoria-Noord, ten opsigte van die grond en gebou of geboue geleë te Erf 6, Montanapark-dorpsgebied, Plaaslike Bestuur Stadsraad van Pretoria, welke deel die vloeroppervlakte volgens voormelde deelplan 139 vierkante meter groot is, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST.62/91(2)(UNIT), volgens verweerder is die eiendom ook bekend as D2, Van der Merwestraat 226 (Duet), Montanapark, Pretoria-Noord.

*Plek van verkoping:* Die verkoping sal plaasvind te die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderste-poort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria.

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

*Hoofgebou bestaande uit:* Gesinskamer, sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer.

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

Gedateer te Pretoria op hierdie 15de dag van Desember 1993.

E. J. J. Geyser, vir Rooth & Wessels, Prokureur vir Eiser, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. mnr. Geyser/A.757/mw.)

Case 15754/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Mfanimpela Reuben Motha**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Ermelo, at the Magistrate's Court, Jan van Riebeeck Street, Ermelo, on 3 February 1994 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff Ermelo, G. F. Botha and Van Dyk Building, corner of Church and Joubert Streets, Ermelo, and which will be read by him at the time of the sale, of the following property owned by Defendant:

All the right, title and interest in the leasehold in respect of Portion 126 of Erf 899, Wesselton Township, Registration Division IT, Transvaal.

*Measuring:* 315 (three hundred and fifteen) square metres.

Held by the Defendant under Certificate of Registered Grant of Leasehold TL45077/1988.

This property is situated at Portion 126, of Stand 899, Wesselton Township, Ermelo, Transvaal.

The property is improved as follows: Lounge, two bedrooms, kitchen, bathroom/toilet. Single storey dwelling-house.

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

*Terms:* Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within thirty (30) days from the date of sale.

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

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

Case 18876/91

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Plaintiff, and **Nicolaas Johannes Bosman**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria East, on 2 February 1994 at the offices of the Sheriff, Pretoria East, 142 Struben Street, Pretoria at 10:00, upon conditions which may now be inspected at the offices of the Sheriff Pretoria East, 142 Struben Street, Pretoria, and which will be read by him at the time of the sale, of the following property owned by Defendant:

Remaining Extent of Erf 376, Lynnwood Township, Registration Division JR, Transvaal.

*Measuring:* 1 332 (one thousand three hundred and thirty-two) square metres.

Held by the Defendant under Deed of Transfer T28029/1991.

This property is situated at 494 Sappers Countour Street, Lynnwood Proper, Pretoria.

The property is improved as follows: Four bedrooms, kitchen and pantry, dining-room, study, swimming-pool, one and a half bathrooms, lounge, family room, two garages/store-rooms, servant quarters. Double 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 6th day of January 1994.

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

**Saak 1036/93**

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, handelende as United Bank, Eiser, en **Geoffrey Allen Brown**, Eerste Verweerder, en **Yvonne Wilhelmina Brown**, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en lasbrief vir eksekusie gedateer 23 Maart 1993, sal die eiendom hieronder genoem verkoop word in eksekusie op 2 Februarie 1994 om 12:00, by die Balju se Kantore, Evander, aan die hoogste bieder vir kontant, naamlik:

*Eiendomsbeskrywing:* Ingangsportaal, sitkamer, eetkamer, studeerkamer, gesinskamer, drie slaapkamers, opwaskamer, kombuis, twee badkamers en aparte toilet, twee garages, bediendekwartiere.

*Eiendom:* Erf 725, Secunda-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 952 (negehoonderd twee-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T43178/88, geleë te Pannevisstraat 21, Secunda.

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

Die belangrikste voorwaardes daarin vervat is: Dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op 4 Januarie 1994.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/RE/A.479.)

**Saak 4357/93**

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

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

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

*Eiendom:* Erf 891, Kenmare-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal.

*Ligging:* Galwayweg 6, Kenmare-uitbreiding 1, Krugersdorp.

In eksekusie verkoop op 16 Februarie 1994 om 10:00, deur die Balju by sy kantoor te Klaburnhof, Ockersestraat 22B, Krugersdorp.

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

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

**Saak 858/93**

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk**, Eiser, en **Hendrik Christoffel Coertzen**, Verweerder

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

*Eiendom:* Erf 1036, Rant-en-Dal-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal.

*Ligging:* Volstruisstraat 14, Rant-en-Dal, Krugersdorp.

In eksekusie verkoop word op 16 Februarie 1994 om 10:00, deur die Balju by sy kantoor te Klaburnhof, Ockersestraat 22B, Krugersdorp.

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

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

Case 32805/92  
PH 396IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **M. Meyers**, 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 Johannesburg, on Thursday, 27 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 2864, Eldorado Park Extension 3 Township, Registration Division IQ, Transvaal, being 451 Kremetart Avenue, Eldorado Park Extension 3, Kliptown, Johannesburg.

*Improvements* (not guaranteed): Brick and plaster under corrugated Iron roof dwelling-house consisting of four bedrooms, living-room, kitchen, two bathrooms, garage, outside toilet, two servants' rooms and walls around house.

Measuring 360 (three hundred and sixty) square metres, held under Deed of Transfer T40886/91.

*Terms*: A cash payment on the day of the sale 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 the 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), subject to a minimum of R100 (one hundred rand).

Dated at Johannesburg during January 1994.

Brits-Strydom, c/o Steenkamp Theart Du Plessis Mey & Partners, 3906 The Carlton Office Towers, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 789-2717.) (Ref. Ben de Wet/IB/BF0035.)

Saak 3370/93

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

In die saak tussen **NBS Bank Beperk**, Eiser, en **Alfred William Smith**, Eerste Verweerder, en **Johanna Maria Elizabeth Smith**, Tweede Verweerder

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

*Eiendom*: Erf 467, Monument-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal.

*Ligging*: Reitzstraat 14, Monument-uitbreiding 1, Krugersdorp.

In eksekusie verkoop op 16 Februarie 1994 om 10:00, deur die Balju by sy kantoor te Klaburnhof, Ockersesstraat 22B, Krugersdorp.

*Verkoopvoorwaardes*: Die verkoping is voetstoots onderhewig aan die hoogste bieder onderhewig aan die Landdroshof-wet, verkoopvoorwaardes en 'n 10% (tien persent) deposito word vereis.

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

Case 29613/93  
PH 124IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Stanley Myer Lurie**, First Defendant, and **Edith Jane Lurie**, Second Defendant

A sale without reserve will be held at the Sheriff's Office, 182 Progress Street, Technikon, District Roodepoort, on Friday, 11 February 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 851, Strubensvallei Extension 3 Township, Registration Division IQ, Transvaal, being 1005 Sovereign Street, Strubensvallei Extension 3, measuring 600 (six hundred) square metres.

Improvements described hereunder are not guaranteed:

*Main building*: 600 (six hundred) square metres, brick under tile, lounge, three bedrooms, bathroom and separate w.c.

*Outbuildings*: Brick under tile and Cargola.

*Terms*: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 (fourteen) days of sale.

Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 3rd day of January 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.)



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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **De Klerk, Johannes Hendrik**, Identity Number 4911235080003, First Defendant, and **De Klerk, Estelle**, Identity Number 5611230041005, 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 Johriahof, 4 Du Plessis Road, Florentia, Alberton, on Wednesday, 2 February 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff, for the Supreme Court, Alberton, prior to the sale:

Erf 1070, Randhart Extension 1 Township, Registration Division IR, Transvaal, being 24 Grosskopf Street, Randhart, Alberton, measuring 991 (nine hundred and ninety-one) square metres, use zone: Residential 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of entrance-hall, lounge, dining-room, three bedrooms, two bathrooms, kitchen, two garages, outside toilet and swimming-pool.

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

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per centum) 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 31st day of December 1993.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 399103.)

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Mokoena, Margaret**, 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 131 Marshall Street, Johannesburg, on Thursday, 3 February 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Johannesburg, prior to the sale:

The right of leasehold in respect of Site 21013, Diepkloof Village/Township, measuring 295 (two hundred and ninety-five) square metres.

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

Incomplete residence consisting of lounge, three bedrooms, bathroom and toilet, kitchen.

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

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (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 27th day of December 1993.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 014080.)

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Corelinvestments CC**, CK90/21728/23 First Defendant, and **Van Rooyen, Coreli**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held on the steps of the main entrance at 2 Northview, 45 Richards Drive, Halfway House, Midrand, on Wednesday, 2 February 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, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Midrand, at Unit 2, Northview, 45 Richard Drive, Halfway House, prior to the sale:

Portion 16 of Erf 94, Kelvin Township, Registration Division IR, Transvaal, being 9 Hammonia Way, Kelvin, measuring 2 216 (two thousand two hundred and sixteen) square metres.

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

Dwelling-house consisting of lounge, dining-room, two bedrooms, bathroom and toilet, kitchen, two servants' rooms, shower and toilet.

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

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

Dated at Johannesburg on this the 24th day of December 1993.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 407850.)

**Case 25174/93  
PH 128**

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Seecharaan Investments (Pty) Limited**, No. 87/01594/07, First Defendant, and **Seecharan, Lutchmen Mungro**, Identity Number 4508295105082, 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 131 Marshall Street, Johannesburg, on Thursday, 3 February 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Johannesburg, prior to the sale:

Erf 143, Troyeville Township, Registration Division IR, Transvaal, being 20 Andries Street, Troyeville, Johannesburg, measuring 495 (four hundred and ninety-five) square metres, use zone: Residential 4.

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

Two semis converted into dwelling consisting of two entrance-halls, lounge, dining-room, four bedrooms, two bathrooms, two kitchens, four servants' rooms and two toilets.

**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 30 days from the date of sale.

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (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 24th day of December 1993.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 488130.)

**Case 9327/91  
PH 128**

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Musunga Mzamani Patrick**, Identity Number 6301075344081, 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 131 Marshall Street, Johannesburg, on Thursday, 3 February 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Johannesburg, prior to the sale:

The right of leasehold in respect of Site 142, Protea South Extension 1 Village/Township, measuring 575 square metres.

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

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

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

Dated at Johannesburg on this the 24th day of December 1993.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 234174.)

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

In the matter between **Bank of Lisbon International Limited**, Plaintiff and **Rodrigues Joao Macedo**, First Defendant, and **Rodrigues Theresa Ramos**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale with a reserve price will be held by the Sheriff of Germiston, at the Sheriff's Germiston Offices, being Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 3 February 1994 at 10:00, of the undermentioned properties on the conditions to be read out by the auctioneer at the time of the sale and which conditions of sale may be inspected at the offices of the Sheriff, Germiston, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Remaining Extent of Erf 174, Eastleigh Township, Registration Division IR, Transvaal, in extent 1 379 (one thousand three hundred and seventy-nine) square metres, held by Deed of Transfer T24982/1989, situated at 74 Andries Pretorius Street, Eastleigh, Edenvale.

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

*Dwelling:* Kitchen, lounge, TV-room, dining-room, three bedrooms, m.e.s., second bathroom and laundry.

*Outbuildings:* Double carport, servants' quarters with bathroom and toilet, store-rooms, workshop, etc. There is also a new swimming-pool with a patio around the pool area with a thatched umbrella and a braai area.

*Comprising:* Brick under tile.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 7th day of December 1993.

A. Berlowitz, for Wertheimer, Avery & Associates, Plaintiff's Attorneys, First Floor, UHDE House, 5 St David's Place, Parktown, Johannesburg; P.O. Box 6457, Johannesburg, 2000. (Tel. 484-7745/9.) (Ref. Mr Berlowitz/DMCK/0292.)

Case 10336/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Erf Eight Five Kelvin CC**, First Defendant, and **Mathibe Joseph Sonnyboy**, Second Defendant

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

Certain Remaining Extent of Portion 8 of Erf 5, Kelvin Township, Registration Division IR, Transvaal (25 Westway Street), measuring 2 030 square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of an entrance-hall, lounge, dining-room, four bedrooms, bathroom with toilet, a bathroom with shower and toilet, kitchen and a scullery.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 21 days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand). The sale may be subject to VAT which will be payable by purchaser.

Dated on this the 13th day of December 1993.

Langstaffe Bird & Company, Plaintiff's Attorneys, 10th Floor, Metropolitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. Mr Letty/HAS.)

Case 255696/92  
PH 176

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

In the matter between **City Council of Johannesburg**, Plaintiff, and **Matthews P. C.**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 2 July 1992, the property listed hereunder will be sold in execution on Friday, 18 February 1994 at 10:00, in front of the Magistrate's Court, Fox Street entrance, Johannesburg, namely:

Erf 3718, Eldorado Park Extension 2, measuring 425 square metres, situated at 38 Bamboesberg Street, Eldorado Park Extension 2, Johannesburg, held by Deed of Transfer T45119/1989, consisting of a three-bedroomed dwelling under corrugated roof, kitchen, bathroom and lounge, double carport and four foot prefab walls surrounding property, but nothing is guaranteed.



And take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, and contain inter alia the following provisions:

1. Ten per cent of the purchase price in cash on the day of sale.
2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.
3. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) on the proceeds of sale.
4. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

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

C. L. de Ceglie, for Moodie & Robertson, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg; P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 333-6114.] (Ref. Ir/R1303-8128.)

Case 12231/92

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

In the matter between **NBS Bank Limited**, formerly trading as Natal Building Society Limited, Plaintiff, and **Mary Mthimkhulu**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Randburg, and writ of execution, dated 29 September 1992, the property listed hereunder will be sold in execution on 1 February 1994 at 14:30:

*Certain:* The right, title and interest of the leasehold in respect of Site 955, Alexandra Extension 6 Township, Registration Division IR, Transvaal, measuring 145 (one hundred and forty-five) square metres, and held under Certificate of Registered Grant of Leasehold TL59856/1990.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey residential building of brick walls plastered and painted, consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and w.c. 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 20% (twenty per cent) per annum, payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished 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/N77279.)

#### NOTICE OF SALES IN EXECUTION

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 3 February 1994 at 10:00.

**Nedcor Bank Limited:** Execution Creditor.

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

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

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

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

**Case 13819/93.**

*Judgment Debtors:* **Stand 1904 Van Riebeeck CC** and **Jacobus Johannes Koekemoer**, and **Gideon Francois Steyn**.

*Property:* Erf 1904, Van Riebeeckpark Extension 20 Township, Registration Division IR, Transvaal, situated at 59 Klap-  
per Avenue, Van Riebeeckpark, Extension 20.

*Improvements:* Vacant stand.

*File reference:* L227/92.

**Case 13822/93.**

*Judgment Debtors:* **Stand 1908 Van Riebeeck CC** and Jacobus Johannes Koekemoer and **Gideon Francois Steyn**.

*Property:* Erf 1908, Van Riebeeckpark Extension 20 Township, Registration Division IR, Transvaal, situated at 51 Klapper Avenue, Van Riebeeckpark Extension 20.

*Improvements:* Vacant stand.

*File reference:* L228/92.

**Case 3162/93.**

*Judgment Debtors:* **Roderick Anthony MacLeod** and Phoebe Anne MacLeod.

*Property:* A unit consisting of section 17, as shown and more fully described on Sectional Plan SS302/91, in the scheme known as Leeuhof, in respect of the land and building or buildings together with an exclusive use area described as Parking Area marked P17, situated at Erf 2535, Kempton Park Extension 5 Township, Local Authority of Kempton Park, situated at 17 Leeuhof, Panorama Avenue Extension 5, Kempton Park.

*Improvements:* A flat consisting of lounge, two bedrooms, bathroom, kitchen and toilet. Outbuildings consisting of carport.

*File reference:* LN3312.

**Case 11916/92.**

*Judgment Debtors:* **Banzi Patrick Nonca**.

*Property:* Right of leasehold over Erf 550, Tlamatlama Township, Registration Division IR, Transvaal, situated at 550 Tlamatlama Section, Tembisa.

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

*File reference:* L419/92.

**Case 20387/93.**

*Judgment Debtors:* **Fafatsa Joseph Mbonane** and **Malebakeng Sophie Mbonane**.

*Property:* Right of leasehold over Erf 347, Inxiweni Township, Registration Division IR, Transvaal, situated at 347 Inxiweni Section, Tembisa.

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

*File reference:* LN3707.

**Case 20386/93.**

*Judgment Debtors:* **Johannes Hans Futama** and **Aletta Aldana Futama**.

*Property:* Erf 630, Moakeng Extension 1 Township, Registration Division IR, Transvaal, situated at 630 Moakeng Extension 1, Tembisa.

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

*File reference:* LN3706.

**Case 17740/93.**

*Judgment Debtor:* **Rachiel Rakhali Letsoalo**.

*Property:* Right of leasehold over Erf 352, Moteong Township, Registration Division IR, Transvaal, situated at 352 Moteong Section, Tembisa.

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

*File reference:* LN3237.

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

**Saak 44274/93**

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Eastern Province Building Society**, Eiser, en **Charles Patrick Botha**, Eerste Verweerder, en **Bernita Jooste**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Pretoria, gehou te Pretoria, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word by die kantore van die Balju, Pretoria-Oos, te Strubenstraat 142, Pretoria, op 2 Februarie 1994 om 10:00, van die ondervermelde eiendom van die Verweerder, onderworpe aan die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju voor die verkoping ter insae sal lê:

*Eiendom:* Erf 2812, geleë in die dorpsgebied Faerie Glen-uitbreiding 8, Registrasieafdeling JR, Transvaal, groot 1 484 vierkante meter, beter bekend as Messinastraat 470, Faerie Glen-uitbreiding 8, Pretoria, bestaande uit drie slaapkamers, badkamer, eetkamer, sitkamer, kombuis, opwaskamer, twee motorafdakke en stoorkamer (geen waarborg word in hierdie verband deur ons gegee nie).

*Voorwaardes:* 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van die transport.

Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 14 (veertien) dae vanaf die datum van die verkoping aan die Balju verskaf word.

Niemann & Swart, De Bruynparkgebou, Suite 11.13, Andriesstraat, Pretoria. (Tel. 21-8686/7/8.) (Verw. mnr. Niemann/Juf Stoltz/BE0164.)

Case 74594/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Roy Walter Tellie**, Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, NG Sinodale Centre, 234 Visagie Street, Pretoria, on 22 February 1994 at 10:00, or to the highest bidder:

Certain Portion 19, of Erf 4989, in the Township of Eersterust Extension 6, Registration Division JR, Transvaal, measuring 425 square metres, situated at 429 Atlantis Avenue, Eersterust Extension 6.

*Terms and conditions:*

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act, where applicable.
2. The following improvements are known of which nothing is guaranteed: *Description of property:* House—kitchen, lounge, dining-room, three bedrooms, bathroom and two w.c.'s. *Outbuildings:* None. *Other improvements:* Three side fencing.
3. *Payment:* The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within fourteen (14) days shall be paid or secured by a bank or building society guarantee.
4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices at 228 Visagie Street, Pretoria.

Signed at Pretoria on this 7th day of January 1994.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1096.)

Case 11203/90

IN THE SUPREME COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)In the matter between **Salome Sanna Mphahlele**, Plaintiff, and **M. S. Nkwashu**, 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 Pretoria North West Sheriff's Office, 202 Olivette House, corner of Schubart and Pretorius Streets, on Thursday,

3 February 1994 (Room 603), 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, Pretoria North West, 202 Olivetti Building, corner of Schubart and Pretorius Streets, prior to the sale:

Certain Erf 4007, Atteridgeville, Registration Division JR, Transvaal (also known as 15 Komane Street, Atteridgeville), measuring 372 (three hundred and seventy-two) square metres, held under Title Deed TL41751/1985, subject to the conditions in the said deed.

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

Clinker dwelling with tiled roof with lounge, kitchen, three bedrooms, two bathrooms, two separate toilets, TV-room and study.

*Outbuilding:* Toilet.

*Terms:* Ten per cent (10%) of the purchase price and 5% (five per cent) auctioneer's charges on the first R15 000 and 2,5% (two comma five per cent) thereafter 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 attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

Dated at Pretoria on this the 7th day of January 1994.

E. H. Lombard, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EHL/rb/S31/90.)

Saak 832/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK LETABA GEHOU TE TZANEEN

In die saak tussen **Bankorp Beperk**, Eksekusieskuldeiser en **J. J. H. Esterhuizen**, Eksekusieskuldenaar

Ingevolge vonnis van die Landdroshof van die distrik Letaba gedateer 3 November 1992, en 'n her-uitgereikte lasbrief vir eksekusie gedateer 29 Oktober 1993, sal die volgende eiendom verkoop word op Vrydag, 4 Maart 1994 om 10:00, te die Landdroshof, Phalaborwa:

Erf 1180, geleë in die dorpsgebied Phalaborwa-uitbreiding 2, Registrasieafdeling LU, Transvaal. *Groot:* 1 273 (een twee sewe drie) vierkante meter, gehou kragtens Akte van Transport T33576/90.

Die eiendom word voetstoots verkoop. Die volle koopprys is betaalbaar in kontant of bankgewaarborgde tjek by sluiting van die koopvooreenoms. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.

Die volle voorwaardes van die Eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word, en kan gedurende kantoorure nagegaan word by die kantore van die Balju by die Landdroshof, Phalaborwa, Transvaal, en by die kantore van die Eiser se prokureur.

Gedateer te Tzaneen op hede die 23ste dag van Desember 1993.

D. A. Swanepoel, vir Thomas & Swanepoel, Eiser se Prokureurs, Safarigebou 208, Morganstraat 16, Tzaneen, 0850. [Tel. (0152) 307-1027/8/9.] (Ref. D. Swanepoel/M. Pienaar/FI 077191/T 101.)



IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Radebe: Willie**, Plaintiff, and **Masondo: Zablon Zama**, Defendant

In execution of a judgment of the Supreme Court (Witwatersrand Local Division), Johannesburg, in the above-mentioned suit, a sale without reserve will be held at 1106 Diepkloof Extension, Soweto, on 3 February 1994, at 10:00 of the below-mentioned property of the Defendant, on the conditions to be read out by the auctioneer prior to the sale:

Erf 1106, Diepkloof Extension, Registration Division IQ, measuring 504 square metres.

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

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

Auctioneer's charges payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale.

The further conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Johannesburg. The sale is also subject to the written approval of the Plaintiff.

Dated at Johannesburg on this the 6th day of January 1994.

David Drutman, Plaintiff's Attorneys, 12th Floor, 66 Smal Street, corner of Pritchard Street, Johannesburg. (Tel. 337-8150.) (Ref. Drutman/bs/R2.)

Case 21165/89

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Nedperm Bank Limited**, Plaintiff, and **Mthimunye: Fani Petrus**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 3 February 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain all right, title and interest in the leasehold in respect of Erf 583, Isithame Township, Registration Division IR, Transvaal, situation 583 Isithame Section. Tembisa, area 258 (two hundred and fifty-eight) square metres.

**Improvements:** Two bedrooms, bathroom, kitchen, lounge, two store-rooms, under iron roof and outside ablutions.

**Terms:** A cash payment immediately on the property being knocked down to the purchaser, of eighter (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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 3rd day of January 1994.

Maisels Smit & Lowndes, Attorneys for the Plaintiff, 12th Floor, Medical Centre, Johannesburg. (Tel. 337-3142.) (Ref. KP10/mgh/tf.)

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**KAAP • CAPE**

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Case 799/92

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

In the matter between **Masterparts (Pty) Ltd**, Execution Creditor and **Michael John Angelo Viola** and **Cheryl Ann Viola**, Execution Debtor

The property described hereunder will be sold at the premises on 1 February 1994 at 11:00, viz:

Certain piece of land situated at Parow in the Municipality of Parow, being Erf No. 15744, dwelling consisting of two bedrooms, kitchen, lounge, bathroom and toilet, measuring 652 (six hundred and fifty-two) square metres.

Held by the Execution Debtor under Deed of Transfer T12103/1988, popularly known as 4 Van der Poel Street, Parow Valley.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 25% (twenty-five per cent) per annum from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) weeks of sale.

The buyer shall (a) pay: Auctioneers charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given,

(b) insure the property against damage by fire,

(c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the said Court.

Fairbridge Arderne & Lawton Inc., Plaintiff's Attorneys, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Mrs Eastland/V.186.)

Case 11117/93  
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Jennifer Ann Muller**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at 86 Strubens Road, Mowbray, at 11:30 on Tuesday, 15 February 1994, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Mandatum House, Barreck Street, Cape Town.

Erf 28114 and 28115 Cape Town at Mowbray, in the Municipality of Cape Town, Cape Division in extent:

Erf 28115, 562 square metres; Erf 28114, 19 square metres and situated at 86 Strubens Road, Mowbray.

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

A 176 square metre main dwelling consisting of an entrance-hall, lounge, dining-room, kitchen, five bedrooms, bathroom, water closet with shower, water closet and a 21 square metre outbuilding consisting of a garage and a water closet with shower.

*Terms:*

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished with fourteen (14) days from the date of sale.

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

Dated at Cape Town on this the 21st day of December 1993.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W.D. Inglis/cs/S1408/3686.)

Case 14591/93  
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Colin Francois Du Sart**, First Defendant, and **Hayley Jennifer Du Sart**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at 111 Swift Close, Wesfleur, Atlantis at 10:30 on Wednesday 23 February 1994, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 11 St John's Street, Malmesbury:

Erf 3788 Wesfleur, in the Atlantis Residential Local Area, Division Cape, in extent 1 408 square metres and situated at 111 Swift Close, Wesfleur, Atlantis.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 142 square metre main dwelling consisting of an entrance-hall, lounge, dining-room, kitchen, three bedrooms, bathroom with water closet, water closet with shower and a 24 square metre outbuilding consisting of a garage.

*Terms:*

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town on this the 21st day of December 1993.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S1445/3776.)

Case 8755/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Abdullah Amardien**, Execution Debtor

In execution of the judgment of the Magistrate's Court of Kuils River, in the above matter, a sale will be held on Thursday, 3 February 1994 at 09:00, in front of the Kuils River Magistrate's Court-house:

Erf 4362, Blue Downs, in the Blue Downs Local Area, Division of Stellenbosch, situated at 5 Sandpiper Way, Electric City, Blue Downs, measuring three hundred and eleven (311) square metres, held by Title Deed T37160/92, dated 19 June 1992.

*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, Bellville.

Dated at Cape Town on this the 20th day of December 1993.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z26889.)

Case 1975/93

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

In the matter between **Ashersons**, Plaintiff, and **M. Hamilton**, First Defendant, and **Mrs A. Abrahams**, Second Defendant

In pursuance of a judgment of the above Honourable Court, obtained on 28 April 1993, and a warrant of execution issued, the undermentioned property will be sold in execution without reserve by Claremart Auctioneers, of 21 Paarden Eiland Road, Paarden Eiland, on Wednesday, 26 January 1994 at 12:00, at Enterprise Building, corner of Als and Apricot Streets, Bonteheuwel:

Certain Erf 141290, Cape Town, in the Municipality of Cape Town, measuring 496 square metres, held by Deed of Transfer T38422/1988.

*Terms and conditions of sale:* The sale will be subject to payment of 10% (ten per cent) of the purchase price on the date of the sale, the balance to be secured by a bank or building society guaranteed cheque within 14 days of the date of sale.

The full conditions of sale may be inspected at the office of the Sheriff of the Court, Goodwood.

The following improvements are reported, but nothing is guaranteed: Two shops with a flat above.

Signed and dated at Cape Town on this the 21st day of December 1993.

Ashersons, 34 Plein Street, Cape Town. (Tel. 461-6240.) (Ref. Mrs Rossouw/sjod.)

Case 440/92

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

In the matter between **The Municipality of Cape Town**, Judgment Creditor, and **Mohamed Zeinvooin Rabbaney**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Simon's Town, dated 12 June 1992, and warrant of execution dated 26 October 1992, the following will be sold in execution on 9 February 1994 at 09:00, at the Court-house being:

Certain land situated on Coniston Park in the City of Cape Town, Cape Division being Erf 124880, Cape Town at Coniston Park, measuring 348 (three hundred and forty-eight) square metres, held under Deed of Transfer 55351, dated 22 September 1988, also known as 9 St Lucia Crescent, Coniston Park.

*Conditions of sale:*

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Two bedrooms, bathroom and toilet, lounge and kitchen.

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 15th day of November 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. X2C0215 Mrs Liebrandt.)

#### Case 18822/92

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

In the matter between **Municipality of Cape Town**, Plaintiff, and **Basil Cloete**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, dated 22 April 1993, the following will be sold in execution on 1 February 1994 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 29236 (portion of Erf 17115), Mitchells Plain, 224 (two hundred and twenty-four) square metres, held by Deed of Transfer T50214/1991, situated at 29 Oranje Kloof Street, Eastridge, Mitchells Plain.

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

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

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

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

#### Case 2143/93

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

In the matter between **Municipality of Cape Town**, Plaintiff, and **M. S. Fataar**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town dated 22 July 1993, the following will be sold in execution on 8 February 1994 at 09:30, on site, to the highest bidder:

Erf 11914 (portion of Erf 1886), Cape Town, 141 (one hundred and forty-one) square metres, held by Deed of Transfer T58701/1991, situated at 2 Bryant Street, Cape Town.

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

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

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

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

#### Case 68999/92

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

In the matter between **Western Cape Regional Services Council**, Plaintiff, and **T. N. Mkiva**, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 21 April 1993, the property listed hereunder, and commonly known as 33 Ryan Road, Mandalay, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 7 February 1994 at 10:00, to the highest bidder:

Erf 1598, Mandalay, situated in the Local Area of Mandalay, Cape Division, in extent 484 square metres.

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

Single-dwelling, brick walls under a tiled roof, consisting of three bedrooms, lounge, kitchen and bathroom/toilet.

*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 Magistrate's Court, Wynberg, 7 Electric Road, Wynberg.

Dated at Cape Town this 28th day of December 1993.

Coll. for Syfret Godlonton-Fuller Moore Inc., 10th Floor, NBS Waldorf, St Georges Mall, Cape Town. [Ref. COLL/WW/75568 (27).]

Case 2165/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Michael Daniel Matthys**, First Execution Debtor, and **Susan Carolina Matthys**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Vredenburg, dated 12 October 1993, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction, held on the premises, to the highest bidder, on 28 January 1994 at 12:30:

Erf 5183, Saldanha, in the Municipality of Vredenburg-Saldanha, Administrative District of Malmesbury, in extent 300 (three hundred) square metres.

*Street address:* 5 Suid Dam Street, Diazville, Saldanha.

*Conditions of sale:*

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Three bedrooms, lounge, dining-room, kitchen, bathroom, toilet and carport.

(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, 34 Mars Street, Vredenburg.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on 20 December 1993.

Buchanan Boyes Thompson Smithers Inc, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 4675/92

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Francisco Filyou Santo Phillip Arendse**, First Defendant, and **Cheryl Arendse**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution dated 25 May 1993, the property listed hereunder, and commonly known as 8 Shellduck Street, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Thursday, 3 February 1994 at 09:00, to the highest bidder:

Erf 4321, Blue Downs, situated in the Lower Kuils River No. 1 Local Area, Division of Stellenbosch, in extent 313 square metres.

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

Single storey residence built of cement blocks with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per 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 Magistrate's Court, Kuils River. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 22nd day of December 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore, Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1091.)

Case 10837/93

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Dennis Goliath**, First Defendant, and **Berence Maud Goliath**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 21 July 1993, the property listed hereunder, and commonly known as 18 Tristan Crescent, Strandfontein, will be sold in execution in front of the Magistrate's Court Wynberg, on Friday, 4 February 1994 at 10:00, to the highest bidder:

Erf 45981, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 345 square metres.

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

Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 & 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 15th day of December 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1502.)

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**Case 2924/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Clement Christopher Erispe**, First Defendant, and **Cheryl Gillian Erispe**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 24 February 1992, the property listed hereunder, and commonly known as 18 Dunes Crescent, Weltevreden Valley, will be sold in execution in front of the Magistrate's Court Wynberg, on Friday, 4 February 1994 at 10:00, to the highest bidder:

Erf 1655, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, in extent 525 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 & 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 15th day of December 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.930.)

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**Case 18577/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Edmond Alec Engel**, First Defendant, and **Gwendoline Yvonne Engel**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 8 February 1993, the property listed hereunder, and commonly known as 45 Terence McCaw Street, Woodlands, Mitchells Plain, will be sold in execution in front of the Magistrate's Court Wynberg, on Friday, 4 February 1994 at 10:00, to the highest bidder:

Erf 38597, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 226 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 & 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 15th day of December 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1375.)

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**Case 61325/90****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Alfred Peter Janssen**, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 11 January 1991, the property listed hereunder, and commonly known as 28 Sixth Avenue, Fairways, will be sold in execution at the premises on Friday, 4 February 1994 at 09:00, to the highest bidder:

Erf 75172, Cape Town at Southfield, in the Municipality of Cape Town, Cape Division, in extent 499 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, dining-room, kitchen, bathroom, toilet and single garage under tiled roof.



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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 & 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 3rd day of December 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.341.)

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**Case 7868/93****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Errol Peter Langford Williams**, First Defendant, and **Ruth Sylvia Williams**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 24 May 1993, the property listed hereunder, and commonly known as 1 Mountview Road, Woodlands, Mitchells Plain, will be sold in execution in front of the Magistrate's Court Wynberg, on Friday, 4 February 1994 at 10:00, to the highest bidder:

Erf 20509, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 188 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Roads, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 3rd day of December 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1492.)

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**Case 12936/93****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Riethwaan Cassiem**, First Defendant, and **Latiefa Cassiem**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 9 November 1993, the property listed hereunder, and commonly known as 9 Eland Street, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court Kuils River, on Thursday, 3 February 1994 at 09:00, to the highest bidder:

Erf 6231, Blue Downs, situated in the Lower Kuils River No. 1 Local Area, Division of Stellenbosch, in extent 384 square metres.

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

Single storey residence built of cement block with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 6th day of December 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1584.)

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**Case 20707/93****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Pedro Alkaster**, Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 16 November 1993, the property listed hereunder, and commonly known as 52 Goodison Park Crescent, Weltevreden Valley, Mitchells Plain, will be sold in execution in front of the Magistrate's Court Wynberg, on Friday, 4 February 1994 at 10:00, to the highest bidder:

Erf 526, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Cape Town, in extent 367 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Roads, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 10th day of December 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1583.)

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**Case 43271/93**

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Margo Joanne Slabbert**, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 15 November 1993, the property listed hereunder, and commonly known as 12 Bedford Park, Brand Road, Athlone, will be sold in execution at the premises on Wednesday, 9 February 1994 at 12:00, to the highest bidder:

A unit consisting of:

(1) (a) Section 12 as shown and more fully described on Sectional Plan SS137/1989, in the scheme known as Bedford Park in respect of the land and building or buildings situated at Athlone, in the Municipality of Cape Town of which the floor area, according to the sectional plan is 81 square metres in extent; and

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

(2) An exclusive use area described as Garage G12, measuring 67 square metres being as such part of the common property, comprising the land and the scheme known as Bedford Park in respect of the land and building or buildings situated at Athlone in the Municipality of Cape Town as shown and more fully described on Sectional Plan SS137/1989,

which unit is held by (1) Certificate of Registered Sectional Title ST11972/92 and which exclusive use area is held by (2) Notarial Deed of Cession SK3644/92S, in extent 81 square metres.

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

Residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom, toilet and w.c.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Roads, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 15th day of December 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1581.)

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**Case 7226/92**

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg No. 87/01384/06), Plaintiff, and **Leonard Paul October**, First Defendant, **Sandra Felicia October**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Michells Plain and writ of execution dated 3 August 1992, the property listed hereunder, and commonly known as 20 Kentucky Avenue, Coloradopark, will be sold in execution in front of the Magistrate's Court, Wynberg, on Friday, 4 February 1994 at 10:00 to the highest bidder:

Erf 298, Weltevreden Valley, situate in the Local Area of Weltevreden Valley, Administrative Division of the Cape, in extent 429 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 & 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 15th day of December 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.564.)

Case 32257/92

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg No. 87/01384/068), Plaintiff, and **Paul John Blazic**, Defendant

In pursuance of a Judgment of the Magistrate's Court of Cape Town and writ of execution dated 24 March 1993, the property listed hereunder, and commonly known as 125 Pentz Drive, Table View, will be sold in execution at the premises on Tuesday, 1 February 1994 at 14:00 to the highest bidder:

Erf 9156, Milnerton, situate in the Municipality of Milnerton in the Cape Division in extent 757 square metres.

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

Single storey residence built of brick under slate roof, comprising four bedrooms, lounge, TV-room, kitchen, 1½ bathroom with toilet, double garage and swimming-pool.

*The conditions of sale:*

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Cape Town, Mandatum Building, Barrack Street, Cape Town. A substantial loan can be raised for an approved purchase with prior approval.

Dated at Cape Town on this the 17th day of December 1993.

I. Broodryk, for Syfret Goldonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams-N.1337.).

Case 27066/93

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

**Nedcor Bank Limited versus Taljoodien Mohamed**

*The Property:* Erf 106284, portion of Erf 36890, Cape Town at Athlone, in the City of Cape Town, Cape Division (44 Pavo Street, Surrey Estate)

*In extent:* 489 square metres

*Improvement* (not guaranteed): Single dwelling, flat roof, four bedrooms, lounge, kitchen, bathroom and w.c. and servant's quarters.

*Date of sale:* 3 February 1994 at 14:00.

*Place of sale:* 44 Pavo Street, Surrey Estate.

*Material conditions:* The sale will be by public auction to the highest bidder, subject to a 10% (ten per cent) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg and Steer & Co., 33 Loop Street, Cape Town.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 4961/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **H. A. J. Wasmuth**, Defendant

In the above matter a sale will be held on Friday, 28 January 1994, at 10:00 at the site of No. 8 De Keur Avenue, Durbanville being:

Erf 1674, Durbanville, in the Municipality of Durbanville, Cape Division, measuring 2 025 square metres.

*Conditions of sale:*

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

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of sixteen per centum (16%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): a Dwelling, comprising of three bedrooms, two bathrooms, study, lounge, dining-room, servant's quarters, double garage and swimming pool.

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

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



Saak 10141/92

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

In die saak tussen **Boland Bank Beperk**, Eiser, en **mnr. R. Moses**, Eerste Verweerder, en **mev. C. Moses**, Tweede Verweerder

Geliewe kennis te neem dat ter uitvoering van 'n vonnis in bestaande saak, sal die eiendom hierna vermeld, per openbare veiling verkoop word op Maandag, 7 Februarie 1994 om 10:00, te Waterbokstraat 47, New Orleans, Paarl.

Erf 10255, Paarl, in die munisipaliteit en afdeling Paarl, groot 387 (driehonderd sewe-en-tagtig) vierkante meter, gehou kragtens Transportakte T20472/1990, synde 'n woonhuis geleë te Waterbokstraat 47, New Orleans, Paarl.

*Veilingvoorwaardes:*

1. Die eiendom word aan die hoogste bieder verkoop, onderworpe aan die bepalings van die Wet op Landdroshowe, en die reëls daarvolgens uitgevaardig en van die titelbewys insoverre dit van toepassing is.

2. Tien persent (10%) van die koopprys moet betaal word by ondertekening van die veilingvoorwaardes of andersins soos die Balju mag reël. Die balans van die koopprys, tesame met rente teen 16,75% (sestien komma sewe vyf persent) per jaar bereken vanaf datum van besit tot datum van betaling, moet betaal word teen registrasie van die eiendom in naam van die koper. Die balans koopprys moet binne veertien (14) dae na datum van die veiling versekureer word deur 'n goedgekeurde bankwaarborg.

3. Die volledige veilingvoorwaardes lê ter insae by die kantore van die Balju geleë te Du Toitstraat 40, Paarl, en sal onmiddellik voor die veiling uitgelees word.

Van der Spuy & Vennote, Prokureurs vir Eiser, Thomstraat 36, Paarl.

Case 30324/93

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

In the matter between **ABSA Bank Limited**, Judgment Creditor, and **Duncan Road Property CC**, Judgment Debtor

The following property will be sold in execution by public auction held at Cape Town Court, to the highest bidder on 10 February 1994 at 09:30:

*Description:* Erf 1051, Sea Point East, in the Municipality of Cape Town, Cape Division, in extent one hundred and twenty (120) square metres.

*Postal address:* 32 Duncan Road, Sea Point.

*Improvements:* Dwelling: Lounge, kitchen, two bedrooms, bathroom/toilet and shower/toilet, held by Deed of Transfer T42062/89.

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

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per centum) 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.

Dated at Parow this 14th day of December 1993.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Saak 10868/23

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

In die saak tussen **NBS Bank Beperk**, Eiser, en **M. en C. M. Manus**, Verweerders

Ingevolge 'n vonnis van die Landdroshof, Kuilsrivier, gedateer 23 September 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 3 Februarie 1994 om 09:00:

Erf 2677, Blue Downs, ook bekend as Boliviastraat 1, Malibu Village, Blue Downs, afdeling Stellenbosch, groot 273 vierkante meter, gehou kragtens Transportakte T28047/89.

*Voorwaardes:*

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, van Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 16% (sestien persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die Prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verdere onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

*Datum:* 15 Desember 1993.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EMN341.)

**Saak 11562/93**

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

In die saak tussen **NBS Bank Beperk**, Eiser, en **T. en K. Rass**, Verweerders

Ingevolge 'n vonnis van die Landdroshof, Kuilsrivier, gedateer 16 November 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Schoonerstraat 2, The Vines, Eersterivier, per publieke veiling, te koop aangebied op 3 Februarie 1994 om 11:45:

Erf 3871, Eersterivier, ook bekend as Schoonerstraat 2, The Vines, Eersterivier, afdeling Stellenbosch, groot 300 vierkante meter, gehou kragtens Transportakte T10741/90.

##### *Voorwaardes:*

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 16% (sestien persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

*Datum:* 14 Januarie 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ERN320.)

**Case 31952/93**

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

**ABSA Bank Limited**, trading as United Bank, *versus* **Percy Robert La Grange, Murial Elizabeth La Grange**

The following property will be sold in execution by public auction held at 8 Marine Mansions, Clarens Road, Sea Point, to the highest bidder on 3 February 1994 at 10:30:

Section 8 and its undivided share in the common property in the Marine Mansions Sectional Title Scheme, in extent 64 (sixty four) square metres, held by Deed of Transfer ST9910/92, situate at 8 Marine Mansions, Clarens Road, Sea Point.

##### *Conditions of sale:*

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

2. The following information is furnished but not guaranteed: Entrance-hall, lounge, kitchen, bedroom 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 twenty-five) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

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

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

## Case 4257/91

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

**ABSA Bank Limited**, trading as United Bank Limited, *versus* **Mr Pieter Johannes Steyl and Mayline Linda Steyl**

The following property will be sold in execution to the highest bidder at a public auction to be held at in front of the Court-house for the District of Bellville on Monday, 31 January 1994 at 14:00:

Erf 10242, Kraaifontein, situated in the Municipality of Kraaifontein. In extent 496 (four hundred and ninety six) square metres. Held by Deed of Transfer T29867/90 and situate at 54 Loop Street, Kraaifontein 7580.

*Conditions of sale:*

1. The full conditions of sale will be read immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per cent) of the purchase price shall be paid in cash or bank guaranteed-cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma twenty-five 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.

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

G. Visster, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (012) 419-5880/1/2.] (Ref. GJV/SP WU5126.)

## Case 8673/92

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

In the matter between **NBS Bank Limited**, Plaintiff and **G. D. Skippers**, First Defendant, and **Mrs C. A. Skippers**, Second Defendant

In pursuance of the judgment of the Magistrate's Court, Mitchells Plain, dated 28 September 1992, and a warrant of execution, the property listed hereunder will be sold in execution on 26 January 1994 at the Magistrate's Court, Wynberg, at 10:00:

Erf 2149, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, measuring 307 (three hundred and seven) square metres, held by Deed of Transfer T59649/91.

1. The property shall be sold to the highest bidder and the sale will be subject to the provisions of the Magistrates' Courts Act, as amended, and the rules made thereunder.

2. The purchase price will be payable as follows:

(a) 10% (ten per cent) in cash upon signature of the Deed of Sale;

(b) The balance upon registration of transfer and for this purpose the purchaser shall furnish the Court Sheriff with a bank or building society guarantee within 14 (fourteen) days of the date of sale.

3. The improvements to the property are as follows: Dwelling-house.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the Court, Wynberg.

J. C. Louw Du Plessis & Partners, Security House, Main Road, Strand. [Tel. (024) 853-6901.]

## Case 10674/93

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

In the matter between **ABSA Bank (Allied Bank Division)**, Plaintiff, and **Swallow Eastern Cape (Pty) Limited**, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 14 October 1993, the following property will be sold on Friday, 28 January 1994 at 10:00 at the property to the highest bidder:

Portion 3, Farm 850, Division of East London in extent 8090 (eight thousand and ninety) square metres, held by Deed of Transfer T528/1982, (also known as Reptile World), Mount Coke Road, East London.

Subject to the conditions referred to in the said deed of transfer.

1. The purchaser shall pay ten (10%) per centum of the purchase price at the time of the sale and the unpaid balance thereof, together with interest to be secured by way of an approved bank or building society guarantee to the Plaintiff's conveyancers within fourteen (14) of date of sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act, as also to the provisions of the title deed.

3. The property shall be sold subject to any existing tenancy and if a bid is insufficient to meet the claim of the Execution Creditor the property shall be sold free of such tenancy.

4. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately prior to the sale.



5. The following information is furnished but not guaranteed: Cottage, lounge, kitchen, two bedrooms and bath, water closet, brick under thatched and asbestos dwelling, factory, change room and two water closets.

Dated at East London on this the 17th day of December 1993.

Russell Esterhuizen Nel & De Klerk, Judgment Creditor's Attorneys, 8 Graham Road, Southerwood, East London.  
(Ref. I. C. Russell.)

## Case 83/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **E. J. M. Alexander (NB 0040)**, and **Mrs B. H. Alexander (NB 0040)**,  
Second Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 4 February 1994 at 10:15:

*Property:* Erf 2000, Gaylee, in the Melton Rose Local Area, Division of Stellenbosch, measuring 312 (three hundred and twelve) square metres, held by Deed of Transfer T4061/1988.

More specifically known as 24 Amstelveen, Dennemere, Blackheath.

*Conditions of sale:*

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

*Dated:* 13 December 1993.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow, (Ref. HMP Kruger/jdt.); Auctioneer for Plaintiff, Sheriff, Magistrate's Court, 29 Northumberland Road, Bellville. Mr A. Matthee.

## Case 2223/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Nicolaas Nyl**, First Execution Debtor, and **Eva Nyl**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Vredenburg, dated 15 September 1993, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auctions held on the premises, to the highest bidder on 28 January 1994 at 12:00:

Erf 6345, Saldanha, in the Municipality of Vredenburg-Saldanha, Administrative, District of Malmesbury, in extent 378 (three hundred and seventy-eight) square metres.

*Street address:* 13 Westerdam Street, Saldanha.

*Conditions of sale:*

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed:

Entrance hall, lounge, dining-room, family room, kitchen, three bedrooms, bathroom/wc and garage.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or Auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 34 Mars Street, Vredenburg.

(4) Payment shall be effected as follows:

Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on 20 December 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

## Case 20824/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mark Christopher Naidu**, Defendant

In the above matter a sale will be held on Tuesday, 1 February 1994 at 12:15, at the site of 48 Parow Street, Parow, being Erf 9186, Parow, in the Municipality of Parow, Cape Division, measuring 498 square metres.

*Conditions of sale:*

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

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 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, dining-room 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 Bellville, and at the offices of the undersigned.

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

**Saak 4260/92**

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

In die saak tussen **Nedcor Bank Beperk** (voorheen Nedperm Bank Beperk), Eiser, en **Henry Johannes Stuurman**, getroud binne gemeenskap van goedere met Dinah Elisabeth Stuurman

Ingevolge 'n vonnis gegee deur die Landdroshof, Strand, op 6 Oktober 1992 en 'n lasbrief vir uitvoering heruitgereik op 25 November 1993, sal die eiendom bekend as Erf 12396, Strand, synde 12de Straat 85, Rusthof, Strand, geleë in die munisipaliteit van die Strand, afdeling Stellenbosch, groot 374 (driehonderd vier-en-sewentig) vierkante meter, in eksekusie verkoop word op 9 Februarie 1994 om 10:00, te bogenoemde adres op die terme en voorwaardes wat onmiddellik voor die verkoping uitgelees sal word en wat intussen by die kantoor van die Balju van die Landdroshof, Strand, en by die kantore van die ondergetekende nagegaan mag word. Die wesenlike terme en voorwaardes van die verkoping is as volg:

1. Die koper sal 10% (tien persent) van die koopprys onmiddellik na die verkoping betaal en sal 'n bank- of bougenootskapwaarborg wat deur die Eiser se prokureurs aanvaarbaar is, verskaf vir die uitstaande koopprys en rente daarop binne 14 dae na die datum van verkoping.

2. Benewens die koopprys sal die koper alle koste van die Raad ten opsigte van agterstallige eiendomsbelasting en boetes sowel as invorderingskommissie, indien enige, tesame met rente aan die Eiser op die kapitale bedrag bereken teen 17,25% per jaar vanaf datum van verkoop tot datum van registrasie van oordrag, beide datums ingesluit, betaal.

3. Die verkoop is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe en die reëls daarkragtens uitgevaardig.

4. Dit word beweer dat die volgende verbeteringe op die eiendom is, maar niks word in hierdie opsig gewaarborg nie: Woonhuis.

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

M. G. Lourens, vir Rowan & Pullen, Eerste Verdieping, Eerste Nasionale Bankgebou, Hoofweg, Strand.

**Case 14311/93**

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Hans-Joachim Kurt Fricke**, Defendant

In the above matter a sale will be held on Wednesday, 2 February 1994 at 10:00, at the site of 24 Kendal Avenue, Eversdal, Bellville, being Erf 157, Eversdale, in the Municipality of Bellville, Cape Division, measuring 1 373 square metres.

##### Conditions of sale:

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

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of sixteen per centum (16%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising of four bedrooms, bathroom, shower, kitchen, dining-room, lounge, study, swimming-pool and double garage.

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

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

**Case 18478/89**

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Adam Jacobus Peters**, Defendant

In the above matter a sale will be held on Thursday, 3 February 1994 at 11:00, at the site of 62 Royal Road, Elsies River, being Erf 12992, Goodwood, in the Municipality of Goodwood, Township Extension 4, situated in the Local Area of Elsies River, Cape Division, measuring 680 square metres.

*Conditions of sale:*

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

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 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): An asbestos roof dwelling with brick walls comprising lounge, dining-room, kitchen, three bedrooms, bathroom, servant room and a double 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 Goodwood and at the offices of the undersigned.

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

Case 2039/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(South-Eastern Cape Local Division)

In the matter between **Small Business Development Corporation**, Plaintiff, and **Sol Atlantis Villas CC**, Defendant

In pursuance of a judgment of the above Honourable Court dated 15 September 1993, and an attachment in execution dated 24 November 1993, the following property will be sold at the offices of C. W. Malan & Co., 52 Main Street, Humansdorp, by public auction on Friday, 28 January 1994 at 11:00:

Erf 1048, Jeffreys Bay, in the Municipality of Jeffreys Bay, Division of Humansdorp, in extent 3 496 square metres, situated at 129 Da Gama Road, Jeffreys Bay.

While nothing is guaranteed, it is understood that the property is a vacant plot.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, Humansdorp, or at Plaintiff's attorneys.

**Terms:** 10% (ten per cent) deposit and Sheriff's charges of 5% (five per cent) of the proceeds of the sale which shall be paid by the purchaser 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), subject to a minimum of R100 on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this the 2nd day of December 1993.

A. Beyleveld, for Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. Dr. A. Beyleveld/lc.)

Case 11481/93

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 **Harold Norman de Mink**, First Judgment Debtor, and **Daisy Patricia de Mink**, Second Judgment Debtor

In pursuance of a judgment granted on 27 October 1993, in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder on 2 February 1994 at 10:00, at Wynberg, Court-house:

**Description:** Erf 4638, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent two hundred and fourteen (214) square metres;

**Postal address:** 15 Gouritz Close, Portlands.

**Improvements:** Dwelling: Three bedrooms, lounge, kitchen, bathroom and toilet, held by Deed of Transfer 4215/91.

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

2. **Payment:** Ten per centum 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 31st day of December 1993.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Case 2897/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Erna Gudrun Geldenhuys**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at 108 Gatwick Court, Skyways, Constitution Street, Zonnebloem, on Thursday, 3 February 1994 at 09:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Mandatum Building, Barrack Street, Cape Town.

(a) Section 165, as shown and more fully described on Sectional Plan SS149/1985 (110/1984) in the building or buildings known as Skyways situated at Cape Town in the Municipality of Cape Town, on which the floor area, according to the said sectional plan is seventy four (74) square metres.



(b) an undivided share of the common property in the land and buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section; also known as 108 Gatwick Court, Skywas, Constitution Street, Zonnebloem (hereinafter referred to as the property).

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Entrance-hall, living/dining-room, three bedrooms, bathroom, water closet and kitchen.

*Terms:*

1. 10% (ten per centum) of the purchase price in cash or bank-guaranteed cheque on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within (14) fourteen days from the date of the sale.

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

Dated at Cape Town this 3rd day of January 1994.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. G. I. Rushton/36438.)

**Case 3953/93**

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Miss. P. van der Merwe (NB0067)**, Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 4 February 1994 at 09:30:

*Property:* Erf 2084, Eerste River, in the Local Area of Blue Downs, Division of Stellenbosch, measuring 277 (two hundred and seventy-seven) square metres, held by Deed of Transfer T42729/92, more specifically known as 24 School Street, Forest Park, Eerste River.

*Conditions of sale:*

1. The sale will be subject to the terms and conditions of the Magistrates' Courts act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.

2. The property will be sold voetstoots to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

*Date:* 10 December 1993.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. [Tel. (021) 92-23007.] (Ref. H. M. P. Kruger/jdt.)

Auctioneer for Plaintiff, Sheriff, Magistrate's Court, 20 Northumberland Road, Bellville. (Ref. Mr. A. Matthee.)

**Case 25432/93**

IN THE MAGISTRATE'S COURT OF BELLVILLE HELD AT BELLVILLE

**ABSA Bank Limited**, trading as United Bank Limited *versus* **Mr Graeme Douglas Robinson**

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, 14 Artillery Road, Doordekraal, Bellville, 7530, on Wednesday, 2 February 1994 at 11:45:

Erf 15635, Bellville, in the Municipality of Bellville, in extent 1 153 (one thousand one hundred and fifty-three) square metres, held by Deed of Transfer T12731/88, and situated at 14 Artillery Road, Doordekraal, Bellville, 7530.

*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.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., double garage and pool.

3. *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 full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 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 Cape Town this 15th day of December 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22038.)

**Case 10482/93**

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

**ABSA Bank Limited**, trading as Allied Bank, *versus* **Avril William Joseph Kloppers**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Tuesday, 1 February 1994 at 09:15:

Erf 5715, Eerste River, in the Local Area of Melton Rose, in extent 350 (three hundred and fifty) square metres, held by Deed of Transfer T38420/90 and situated at 11 Lambeth Close, Eerste River, 7411.

*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.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price 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 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by 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 Cape Town on the 15th day of December 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z21313.)

**Case 7795/93**

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

**ABSA Bank Limited**, trading as United Bank Limited, *versus* **Johan Moller**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Tuesday, 1 February 1994 at 09:15:

Erf 219, Rustdal, in the Local Area of Rustdal, in extent 750 (seven hundred and fifty) square metres, held by Deed of Transfer T10018/92 and situated at 15 Eike Avenue, Rustdal, Blackheath, 7581.

*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.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, kitchen, two bedrooms, bathroom and double garage.

3. *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 full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by 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 Cape Town on the 15th day of December 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z20396.)

**Case 13351/93**

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

**ABSA Bank Limited**, trading as United Bank Limited, *versus* **Franklin Fred Schippers** and **Valentia Vinolia Schippers**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Tuesday, 1 February 1994 at 09:15:

Erf 7303, Kuils River, in the Municipality of Kuils River, in extent 402 (four hundred and two) square metres, held by Deed of Transfer T57218/92 and situated at 19 Eendrag Street, Kuils River, 7580.

*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-/dining-room, kitchen, three bedrooms, bathroom and w.c.

3. *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 full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by 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 Cape Town on the 15th day of December 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22414.)

## Case 13354/93

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

**ABSA Bank Limited**, trading as United Bank Limited, *versus* **Miss Sarah Susanna Gertruida Saal**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Tuesday, 1 February 1994 at 09:15:

Erf 3259, Blue Downs, in the Lower Kuils River No. 1 Local Area, in extent 200 (two hundred) square metres, held by Deed of Transfer T41207/89 and situated at 13 York Crescent, Blue Downs, Eerste River, 7100.

*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, two bedrooms, bathroom and w.c.

3. *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 full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by 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 Cape Town on the 15th day of December 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22413.)

## Case 13353/93

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

**ABSA Bank Limited**, trading as United Bank Limited *versus* **Derrick Herschel Bruce Sedgwick and Katrina Rachell Sedgwick**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Tuesday, 1 February 1994 at 09:15:

Erf 4532, Eerste River, in the Local Area of Melton Rose, in extent 331 (three hundred and thirty-one) square metres, held by Deed of Transfer T52602/89 and situated at 37 Atlantic Avenue, Melton Rose, Eerste River, 7100.

*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, two bedrooms, bathroom and w.c.

3. *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 thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 days of the sale.

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

Dated at Cape Town on the 15th day of December 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22415.)

## Case 6933/93

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

**ABSA Bank Limited**, trading as United Bank Limited *versus* **Gerhardus Vollmer and Grace Hazel Veronica Vollmer**

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, 2 Poort Street, Kuils River, 7580, on Friday, 4 February 1994 at 12:15:

Erf 7193, Kuils River, in the Municipality of Kuils River, in extent 800 (eight hundred) square metres, held by Deed of Transfer No. T4801/93 and situated at 2 Poort Street, Kuils River, 7580.

*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 centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 days of the sale.

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

Dated at Cape Town on the 17th day of December 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z19961.)

Saak 1116/92

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

in die saak tussen **Penny Pinchers Knysna (Edms.) Bpk.**, Eiser, en **Plett 692 (Edms.) Bpk.**, Verweerder

Ter uitvoering van 'n vonnis gedateer 4 Junie 1992 van die Landdroshof vir Knysna in bovermelde saak, sal 'n verkoping van die ondergemelde eiendom voor die Landdroshofkantore te Knysna, gehou word op 2 Februarie 1994 om 11:00, naamlik:

*Beskrywing*: Erf 692, Plettenbergbaai, ook bekend as The Dolphin, Salmakstraat, Lookout Strand, Plettenbergbaai, groot 766 vierkante meter, gehou kragtens Transportakte T58674/1989.

Die volgende besonderhede word verskaf, alhoewel geen waarborg gegee word nie:

*Verbeterings*: 'n Dubbelverdieping gebou met restaurant en sitplek vir ongeveer 80 persone geleë binne loopafstand van Lookout Strand.

#### *Voorwaardes van verkoop:*

1. Die eiendom word voetstoots met reserwe verkoop vir die hoogste bod, onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1994, soos gewysig.

2. Die koopprys sal soos volg betaalbaar wees:

(a) Tien persent (10%) van die volle koopsom onmiddellik by aangaan van die koop.

(b) Die balans deur lewering van 'n bevredigende bank- of bougenootskapwaarborg vir sodanige balans met rente aan die bode van die Hof binne 14 (veertien) dae vanaf datum van ondertekening van die voorwaardes van verkoop.

(c) Rente op bestaande verband 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 veertien (14) dae vanaf datum van ondertekening van die voorwaardes van verkoop.

3. Die verkoping sal geskied volgens verdere verkoopvoorwaardes wat uitgelees sal word by die veiling. Die voorwaardes sal ter insae lê by die kantoor van die Balju, Knysna gedurende kantoorure.

Geteken te Knysna hierdie 2de dag van Desember 1993.

Fisher & Logan, vir Penny Pinchers Knysna (Edms.) Bpk., Woodmill Lane 9, Hoofstraat, Knysna. (Verw. A. Wasserman.)

Case 17504/93

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

In the matter between **N.B.S. Bank Ltd**, Plaintiff, and **J.I.G. Eiendoms Ontwikkelaars BK**, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted, on 7 October 1993, the undermentioned property will be sold in execution at the premises on Wednesday, 2 February 1994 at 11:00:

Erf 21098, Parow, in the Municipality of Parow, Cape Division, measuring 914 (nine hundred and fourteen) square metres and comprising of lounge, family room, four bedrooms, two bathrooms, toilet, kitchen and garage, and known as 115 Keurboom Avenue, Platteklouf.

#### *Conditions of sale:*

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

2. *Terms*: The purchase price shall be paid as to 10% (ten per 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 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 13th day of December 1993.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

## Case 11692/93

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

In the matter between **First National Bank of SA Limited**, Plaintiff, and **William Henry Boltman**, Defendant

The undermentioned property will be sold in execution by public auction at the mortgaged premises on Thursday, 27 January 1994 at 12:45 to the highest bidder, namely:

Erf 328, Eversdale in the Municipality of Bellville, Cape Division, in extent 1071 square metres, held by T56766/91, situated at 17 Skagerak Road, Eversdal.

1. The following improvements on the property are reported, but nothing guaranteed, namely: Three bedrooms, bath-room, lounge, dining-room, kitchen, garage, swimming-pool, outside room store and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price in cash or by means of a bank or building society guarantee cheque 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.

3. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

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

T. M. Chase, for Buchanan Boyes Thompson Smithers, Inc., 12 Brooke Street, Claremont. (Tel. 61-1151.)

## Case 11652/93

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

In the matter between **ABSA Bank Limited**, a United Bank, Judgment Creditor, and **John Gareth Faraa**, First Judgment Debtor, and **Angeline Faraa**, Second Judgment Debtor

The following property will be sold in execution by public auction held at Kuils River Court to the highest bidder on 2 February 1994 at 09:00:

*Description:* Erf 499, Scottsdene, in the Local Area of Scottsdene, Stellenbosch Division.

*In extent:* One hundred and seventy-six (176) square metres.

*Postal Address:* 6 Plum, St Watsonia Park, Scottsdene.

*Improvements:* Dwelling: Three bedrooms, dining-room, lounge, kitchen, bathroom, held by Deed of Transfer T21603/93.

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

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

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

Van Niekerk H. C., for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorney, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

## Case 12939/93

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

In the matter between **ABSA Bank Limited**, a United Bank, Judgment Creditor, and **Mogamatederies Ariefdien**, Judgment Debtor

The following property will be sold in execution by public auction held at Kuils River Court to the highest bidder on 2 February 1994 at 09:00.

*Description:* Erf 1865, Eerste River, situated in the Local Area of Melton Rose, Stellenbosch Division.

*In extent:* Four hundred (400) square metres.

*Postal address:* 6 Suurbraak, St Clairwood, Eerste River.

*Improvements:* Dwelling: Three bedrooms, kitchen, lounge, bathroom and toilet, held by Deed of Transfer T11494/88.

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

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale, and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

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

Van Niekerk H. C., for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorney, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Case 14990/92

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

**ABSA Bank Limited**, trading as United Bank Limited, *versus* **Dennis Herman Hanslow**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Courthouse for the District of Kuils River on Tuesday, 1 February 1994 at 09:15:

Erf 4660, Brackenfell, in the Local Area of Scottsdene, in extent 317 (three hundred and seventeen) square metres, held by Deed of Transfer T51318/92 and situate at 3 Panasta Way, North Pine, Brackenfell, 7560.

*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.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, kitchen, three bedrooms, bathroom, w.c. and double 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 15,25% (Fifteen comma twenty-five 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 Cape Town on this the 14th day of December 1993.

G. Visser, of Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP W16386.)

Saak 12629/91

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

In die saak tussen **NBS Bank Beperk**, Eiser, en **W & E Kayser**, Verweerder

Eiendom geleë te Pilanes Slot 2, Gillcape, Eersterivier.

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 15 Julie 1992, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 3 Februarie 1994 om 09:00:

Erf 5433, Eersterivier, ook bekend as Pilanes Slot 2, Gillcape, Eersterivier, afdeling Stellenbosch, groot 262 vierkante meter, gehou kragtens Transportakte T4097/90.

*Voorwaardes:*

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3 (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3 (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 21% (een-en-twintig persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergenoemde Bill Tolken Hendrikse en Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer die 14de dag van Desember 1993.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EKN137.)

Saak 13274/93

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

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 Dinsdag, 1 Februarie 1994 om 10:00, op die plek te 11de Laan 37, Kraaifontein:

Erf 5925, Kraaifontein, munisipaliteit Kraaifontein, afdeling Paarl, groot 884 vierkante meter, gehou deur die Verweerder kragtens Transportakte T24842/93, gedateer 12 Maart 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 16,15% (sesien komma een 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 drie slaapkamers, sitkamer, eetkamer, kombuis, toilet en dubbel motorhuis met badkamer.

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 15de dag van Desember 1993.

E. L. Conradie, vir Marais Müller, Prokureur vir Vonniskskuldeiser, Sewende Verdieping, Blok B, BSE-sentrum, Voortrekkerweg 89, Bellville. (Tel. 948-4061.) (Verw. E. L. Conradie/jk.)

#### Case 20047/93

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

In the matter between **Eastern Province Building Society**, Plaintiff, and **BVM Investments CC**, Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the Magistrate's Court, Malmesbury, on Wednesday, 2 February 1994 at 10:00, namely:

Erf 6269 (portion of Erf 4237), Wesfleur, situated in the Atlantis Residential Local Area, Cape Division, in extent 1 134 (one thousand one hundred and thirty-four) square metres, held by Deed of Transfer T23948/1989, dated 3 May 1989.

Commonly known as Corner Arion Drive and Wesfleur Circle, Atlantis, which property is said, without warranty as to the correctness thereof, to comprise of: A double storey, commercial property measuring 2 200 square metres, which consists of:

*Ground Floor:* Three shops, kiosk and seven w.c.'s.

*First Floor:* Five shops/offices and four w.c.'s, entertainment area/night club with dance floor and kitchen plus four w.c.'s.

*Other:* Arcade, walkways, ramp and steps, construction of brick and mortar under IBR galvanised sheeting 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 ( $\frac{1}{10}$ ) 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 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: Double storey, commercial property, measuring 2 200 square metres, which consists of:

*Ground Floor:* Three shops, kiosk and seven w.c.'s.

*First Floor:* Five shops/offices and four w.c.'s, entertainment area/night club with dance floor and kitchen plus four w.c.'s.

*Other:* Arcade, walkways, ramp and steps.

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 8th day of December 1993.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs P. Waters/jm 21191.) The Sheriff of the Court, Magistrate's Court, Malmesbury.

#### Case 14413/92

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

In the matter between **First National Bank of SA Ltd**, Plaintiff, and **Lodewyk Arendse**, First Defendant, and **Constance Arendse**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 8 November 1993, the undermentioned property will be sold in execution at the Magistrate's Court, Kuils River, on Wednesday, 2 February 1994 at 09:00:

Erf 8042, Brackenfell, in the Scottsdene Local Area, Stellenbosch Division, measuring 333 (three hundred and thirty-three) square metres, comprising of lounge, dining-room, four bedrooms, bathroom, toilet and kitchen, and known as 4 Keurboom Avenue, Northpine, Brackenfell.

*Conditions of sale:*

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Court Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the Auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 20th day of December 1993.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 46736/92

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

In the matter between **ABSA Bank Limite**, trading as Allied Bank, Plaintiff, and **Peter Martin Ulrich Lahusen**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 10 February 1994 at 14:00:

Erf 2158, Constantia, in the Area of the Local Council of Constantia Valley, Cape Division, in extent 4 023 square metres, also known as 4 Albrech Place, Constantia.

*Conditions:*

1. The following information is furnished, but not guaranteed: Single storey brick dwelling under tiled roof, with four bedrooms, two bathrooms, lounge, dining-room, kitchen and double garage.

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

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

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

Dated at Cape Town on this the 20th day of December 1993.

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

Case 54945/91

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

In the matter between **A. H. G. Trust**, Judgment Creditor, and **Garmeeda Peters**, Judgment Debtor

In execution on the judgment of the Magistrate's Court, Wynberg, in the above matter, a sale will be held on Monday, 31 January 1994 at 14:00, on site of the immovable property referred to below:

Erf 28216, Mitchells Plain, in the Municipality of the Colorado Local Area, Cape Division, measuring 762 (seven hundred and sixty-two) square metres, held by Deed of Transfer T27824/86 and subject to such conditions as are contained or referred to therein, also known as Badir, Florida Road, Colorado Park, Mitchells Plain, and consisting of a single dwelling with brick walls under a tiled roof, with three bedrooms, kitchen, lounge, two toilet/bathrooms and a double garage, the said information is furnished in good faith but is not guaranteed.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth (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 on the balance of the purchase price together with interest at the ruling interest rate to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Cape Town.

H. C. Stubbings, Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town, 8001. (Ref. HCS/gr/108100/53190.)

Case 8416/93

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

**ABSA Bank Limited**, trading as United Bank Limited, *versus* **Daniel Williams** and **Marlene Yvonne Williams**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River on Tuesday, 1 February 1994 at 09:15:

Erf 702, Blue Downs, in the Local Area of Blue Downs, in extent 155 (one hundred and fifty five) square metres, held by Deed of Transfer T5855/93 and situated at 4 Frankenthal Street, Blue Downs, Eerste River, 7100.

*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, two bedrooms, bathroom and w.c.

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 15,25% (fifteen comma twenty-five 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 Cape Town on this the 22nd day of December 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town.  
[Tel. (012) 419-5880/1/2.] (Ref. GJV/SP Z20642.)

**Saak 7263/93**

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

In die saak tussen **Saambou Bank**, Eiser, en **L. J. van Rooyen**, Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros, Kimberley, op 1 November 1993, en lasbrief vir eksekusie sal die volgende eiendom in eksekusie verkoop word op Donderdag, 3 Februarie 1994 om 10:00, voor die Landdroskantoor, Kimberley, deur die Balju, Kimberley, aan die persoon wat die hoogste bod maak, naamlik:

Sekere Erf 8782, Kimberley, geleë in die stad en distrik Kimberley, beter bekend as Sheasbyweg 3, Wes-Einde, Kimberley, groot 911 vierkante meter, sonering: woningdoeleindes alleenlik, gehou kragtens Transportakte T802/92 gedateer 2 Maart 1992, onderworpe aan Verbandakte B494/92 ten gunste van Saambou Bank.

Die verkoopvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley. 10% van die koopprys en afslaaersgelde betaalbaar in kontant op die datum van verkoping. Die balans teen transport verseker deur 'n aanvaarbare waarborg.

Geteken te Kimberley op hierdie 15de dag van Desember 1993.

Van de Wall & Vennote, Prokureur vir Eiser, Van de Wallgebou, Southeystraat, Kimberley, 8301.

**Case 34087/93**

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

**Nedcor Bank Limited**, Plaintiff *versus* **Mbuyiseli Alfred Ntambula**, Defendant

In pursuance of a judgment dated 5 November 1993, and an attachment on 14 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, 28 January 1994 at 14:15:

Erf 212, Motherwell NU6, Administrative District of Uitenhage, in extent 278 (two hundred and seventy-eight) square metres, situated at 91 Mgwenyana Street, Motherwell NU6, 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, 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 on this 23rd day of December 1993.

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

**Case 28873/93**

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

**Nedcor Bank Limited**, Plaintiff *versus* **Vukile Tshula**, Defendant

In pursuance of a judgment dated 6 October 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, 28 January 1994 at 14:15:

Erf 36330, Ibhayi, at Zwide in the Administrative District of Port Elizabeth, in extent 277 (two hundred and seventy-seven) square metres, situated at 7 Mpakati 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 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 four per cent (4%) are also payable on date of sale.

Dated on this 23rd day of December 1993.

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



Case 34212/93

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

**Nedcor Bank Limited**, Plaintiff *versus* **Andile Augustine Ningi**, Defendant

In pursuance of a judgment dated 5 November 1993, and an attachment on 14 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, 28 January 1994 at 14:15:

Erf 1176, Motherwell NU5, Administrative District of Uitenhage, in extent 377 (three hundred and seventy-seven) square metres, situated at 9 Kaoda Street, Motherwell NU5, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof consisting of two bedrooms, 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 four per cent (4%) are also payable on date of sale.

Dated on this 23rd day of December 1993.

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

Case 30714/93

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

**Nedcor Bank Limited**, Plaintiff *versus* **Mncedisi Norman Qona**, First Defendant, and **Buyelwa Sylvia Qona**, Second Defendant

In pursuance of a judgment dated 6 October 1993, and an attachment on 26 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, 28 January 1994 at 14:15:

Erf 10122, Motherwell, situated in the area of the Town Council of Motherwell, in the Administrative District of Uitenhage, in extent 272 (two hundred and seventy-two) square metres, situated at 34 Nyutura Street, Motherwell NU4, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof consisting of two bedrooms, 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:** Ten per cent (10%) 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 on this 21st day of December 1993.

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

Case 36142/93

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

**Nedcor Bank Limited** *versus* **Phillip Isaac van Rooyen**, and **Marilyn Joan van Rooyen**

In pursuance of a judgment dated 15 November 1993 and an attachment on 9 December 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, 28 January 1994 at 14:15:

Erf 1151, Bloemendal, situated in the Municipality and Administrative District of Port Elizabeth, in extent 338 (three hundred and thirty-eight) square metres, situated at 31 Shylock Street, Bloemendal, Port Elizabeth.

While nothing is guaranteed, it is understood that the property consists of a vacant erf.

A substantial building society bond is available to an approved purchaser.

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

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

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

Dated the 21st day of December 1993.

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

## Case 30780/93

## 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 **James Garth Tupper and Karen Ray Tupper**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 10 February 1994 at 14:00:

Erf 14193, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 634 (six hundred and thirty-four) square metres, also known as 29 Cabernet Road, Table View.

*Conditions:*

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

Dwelling with lounge, three bedrooms, dining-room, kitchen, bathroom and toilet.

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

Dated at Cape Town this 23rd day of December 1993.

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

## Case 27143/93

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

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **B. M. Olden**, Defendant

In terms of a judgment granted by the Magistrate's Court of Wynberg, dated 7 October 1993, and a warrant of execution dated 14 October 1993, the undermentioned property will be sold voetstoots in execution by public auction held on site to the highest bidder, on Friday, 4 February 1994 at 14:00, at 5 Rosmead Court, Rosmead Avenue, Kenilworth:

Section 8 as shown and more fully described on Sectional Plan SS30/92 in the scheme known as Rosmead Court, in respect of the land and building or buildings situated at Kenilworth in the Municipality of Cape Town, of which section the floor area, according to the said sectional plan, is 80 (eighty) 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 ST7670/92; and

Section 32 as shown and more fully described on Sectional Plan SS30/92 in the scheme known as Rosmead Court in respect of the land and building or buildings situated at Kenilworth in the Municipality of Cape Town, of which section the floor area, according to the said sectional plan, is 18 (eighteen) 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 ST7671/92.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. The following information is furnished but not guaranteed:

Flat, 80 (eighty) square metres, consisting of kitchen, lounge, approximately bedroom, bathroom, toilet and garage.

3.  $\frac{1}{10}$  (one tenth) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling bank rate to be paid against registration of transfer, and secured within 14 (fourteen) days after the date of the sale by a bank or building society guarantee.

4. The full and complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Court, Wynberg.

A. G. Butler, for Dommissie & Butler, Plaintiff's Attorneys, 21 Belmont Road, Rondebosch. (Ref. AGB/Mrs Ratcliffe.)

## Case 13015/93

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

In the matter between **ABSA Bank Ltd**, trading as Allied Bank, Judgment Creditor, and **Daniel Antonie**, Judgment Debtor

In pursuance of a judgment granted 12 November 1993, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 2 February 1994 at 09:00, at Kuils River Court-house:

*Description:* Erf 3428, Blue Downs, in the local area of Blue Downs, Administrative District of Stellenbosch.

In extent 334 (three hundred and thirty-four) square metres.

*Postal address:* 42 Goldbell Street, Hillcrest, Blue Downs.

*Improvements:**Dwelling:* Two bedrooms, bathroom, toilet, lounge and kitchen.

Held by Deed of Transfer 79421/91.

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

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Parow this 22nd day of December 1993.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.].

**Case 3704/93****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN**

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **Shafiek Mookadam**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate of Simon's Town dated 10 November 1993, and warrant of execution against immovable property dated 10 November 1993, the following property will be sold in execution at the site, being 29 Wallace Payton, New Woodlands, Mitchells Plain, on Friday, 11 February 1994 at 12:00, to the highest bidder:

Erf 39569, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 323 (three hundred and twenty-three) square metres, held by Deed of Transfer T44323/1993, situated at and also known as 29 Wallace Payton, New Woodlands, Mitchells Plain.

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

The property consists of a brick dwelling consisting of three bedrooms, bathroom, kitchen and lounge under asbestos roof.

*Conditions of sale:*

1. The property shall be sold subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of its title deeds and the property shall, subject to the foregoing, be sold to the highest bidder.

2. 10% (ten per centum) of the purchase price shall be paid in cash or by bank or building society guaranteed cheque upon signature of the conditions of sale and the full balance together with interest at the current rate of 16% (sixteen per centum) per annum (or the ruling interest rate applicable from time to time) calculated on the amount of the Judgment Creditor's claim, which said claim is secured under its first mortgage bond (and in the event of there being any other preferent creditor then also the interest payable upon such creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days from the date of sale.

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

Dated at Muizenberg this 22nd day of December 1993.

Gerhard Klopper, for G. P. J. Klopper, Attorneys for Judgment Creditor, Sawas Building, 146 Main Road, Muizenburg. (Tel. 788-1111/2) (Ref. GK/ds/3747.)

**Case 2164/89****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

**ABSA Bank Limited**, trading as United Bank *versus* **Cornelius Afrika** and **Vallerie Rocheilla Afrika**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 7 February 1994 at 09:00, to the highest bidder:

Erf 1419, Blue Downs, in extent 545 square metres, held by T36110/1988, situated at 3 Zuiderzee Street, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, kitchen, four bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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. D9U0427/gl.)



## Case 3166/93

## 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 **D. Alexander**, First Defendant, and **Mrs Y. P. Alexander**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River dated 19 May 1993, the following will be sold in execution on 1 February 1994 at 09:15, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 4037 (portion of Erf 31), Kleinvlei, 256 (two hundred and fifty-six) square metres, held by Deed of Transfer T74063/1992, situated at 27 Seringa Street, Kleinvlei, Eerste River.

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

2. A deposit of 10% (ten per centum) of the purchase price shall be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

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

## Case 12365/93

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

In the matter between **ABSA Bank Limited** (formerly Allied Bank Limited), Plaintiff, and **Theodor Brenton de Wet**, First Defendant, and **Mrs M. D. de Wet**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River dated 9 November 1993, the following will be sold in execution on 2 February 1994 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 3605 (portion of Erf 701), Blue Downs, 156 (one hundred and fifty-six) square metres, held by Deed of Transfer T34925/93, situated at 2A Frankenthal Avenue, Blue Downs, Eerste River.

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

2. A deposit of 10% (ten per centum) of the purchase price shall be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

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

## Case 35950/93

## 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. Ltd**, Plaintiff, and **Chris van Wyk**, First Defendant, and **Pearl Susan van Wyk**, Second Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the premises of the immovable property commonly known as 61 Green Way, Summer Greens, Montague Gardens, on Thursday, 3 February 1994 at 12:30, namely:

Erf 3008, Montague Gardens, in the Municipality of Milnerton, Cape Division, in extent 238 (two hundred and thirty-eight) square metres, held by Deed of Transfer T35781/1993 dated 3 May 1993.

Commonly known as 61 Green Way, Summer Greens, Montague Gardens, which property is said, without warranty as to the correctness thereof, to comprise of three bedrooms, bathroom, open-plan kitchen, lounge, dining-room, single garage, plastered walls 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, open-plan kitchen, lounge, dining-room, single garage, brick plastered walls 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 21st day of December 1993.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300) (Ref. Mrs P. Waters/jm 21666.)

Case 1648/93

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

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Judgment Creditor, and **Dennis Booysen**, First Judgment Debtor, and **Marie Johanna Booysen**, Second Judgment Debtor

In pursuance of a judgment granted on 25 October 1993, in the Wellington Magistrate's Court, the following property will be sold to the highest bidder, on 3 February 1994 at 10:00, at 60 Gardenia Street, Wellington:

*Description:* Erf 9080, Wellington in the Municipality of Wellington, Paarl Division, in extent 574 (five hundred and seventy-four) square metres.

*Postal address:* 60 Gardinia Street, Wellington.

*Improvements:* Dwelling, two bedrooms, lounge, kitchen, bathroom and toilet.

Held by Deed of Transfer 79168/91.

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

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per 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 23rd day of December 1993.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W51346/HVN/Mrs Wolmarans.)

Case 37022/93

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

**ABSA Bank Limited**, trading as United Bank, *versus* **Faith Margaret Kondylis**

The following property will be sold in execution at the site of the property, 50 Taronga Mansions, Main Road, Green Point, Cape, on Tuesday, 8 February 1994 at 10:30, to the highest bidder:

A unit consisting of:

(a) Section 37 as shown and more fully described on Sectional Plan SS67/1981 in the scheme known as Taronga Mansions, in respect of the land and building or buildings situated at Green Point, in the Municipality of Cape Town, of which section the floor area according to the said sectional plan is seventy-seven (77) square metres, in extent and

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

Held by Certificate of Registered Sectional Title ST67/1981 (37) (Unit), also known as 50 Taronga Mansions, Main Road, Green Point, Cape.

1. The following improvements are reported but not guaranteed:

*Sectional title unit:* Lounge/dining-room, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3U0588/gl.)

Case 22712/88

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

**ABSA Bank Limited**, trading as United Bank *versus* **Clive Trevor Marais** and **Thelma Hester Marais**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 9 February 1994 at 10:00, to the highest bidder:

Erf 33282, Mitchells Plain, in extent 253 square metres, held by T2933/1987, situated at 6 Snooker Close, Beacon Valley, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, kitchen, two bedrooms, bathroom and toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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. D8U0357/gl.)

Case 14378/93

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

In the matter between **Saambou Bank Limited**, Execution Creditor, and **Sydney Carl Fortuin**, First Execution Debtor, and **Lena Harriet Fortuin**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain and writ of execution dated 16 November 1993 the following property will be sold in execution on Friday, 11 February 1994 at 10:00 to the highest bidder at 8 Errie Street, Portlands, Mitchells Plain:

Certain Erf 4118, Mitchells Plain, in the Municipality of Cape Town, Division of Cape, measuring 207 (two hundred and seven) square metres, held by Deed of Transfer T12832/92, also known as 8 Errie Street, Portlands, Mitchells Plain, consisting of brick residence under tiled roof consisting of four bedrooms, lounge, dining-room, kitchen, bathroom and toilet.

*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 17,5% (seventeen comma five per cent) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantees to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Wynberg this 23rd day of December 1993.

Buchanan Boyes Thompson Smithers Inc., Attorney for Execution Creditor, 1 Cornwall Place, Wynberg.

Case 1492/93

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

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Wilfried Klostermann**, First Defendant, and **Jennifer Jean Helen Klostermann**, Second Defendant

In execution of the judgment of the Magistrate's Court for the District of Caledon in the above matter, a sale will be held on Friday, 4 February 1994 at 11:00 of the following immovable property:

Erf 86, Theewaterskloof, in the Administrative District of Caledon; extent 820 (eight hundred and twenty) square metres; held by Defendants under Deed of Transfer T72118/92.

*Conditions of sale:*

1. The sale is subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands, and subject to the condition of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may however at his option pay a deposit of ten per cent (10%) of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.



3. The sale will be subject to further conditions which will be read out immediately prior to the sale and which may be inspected at the office of the Sheriff of the Court, Lilian Lang Building, St George's Street, Caledon.

4. The property is vacant land.

Sheriff of the Court, Caledon.

Sonnenberg Hoffmann & Galombik, Attorneys for Plaintiff, Liberty Life Centre, 22 Long Street, Cape Town.  
(Ref. G. Bellairs/df/M152829.)

Case 15421/93  
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Joao Fernando de Pao**, First Defendant, and **Sharon Lavern de Pao**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at 30 Hof Street, Table View, on Tuesday, 8 February 1994 at 14:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Mandatum House, Barrack Street, Cape Town:

Erf 5284, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 899 square metres and is situated at 30 Hof Street, Table View.

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

A 130 square metre main dwelling consisting of an entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom with water closet, water closet with shower, a 29 square metre outbuilding consisting of a garage and store and a concrete swimming pool.

*Terms:*

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

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

Dated at Cape Town this 31st day of December 1993.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S1526/3949.)

Case 11870/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **The Body Corporate of the Ham's Court Building** (Reg. No. SS263/90), Plaintiff, and **C. E. Arendse**, First Defendant, and **C. A. Arendse**, Second Defendant

In execution of a judgment of the Magistrate's Court for the District of Cape Town, in the above-mentioned suit, a sale will be held at 3 Ham's Court, corner of Royal and Kent Roads, Maitland, on Tuesday, 15 February 1994 at 12:30, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Magistrate's Court, Cape Town:

Section 5 as shown and more fully described on Sectional Plan SS263/90, in the building or buildings known as Ham's Court, and situated at Maitland in the Municipality of Cape Town, Cape Division, of which section the floor area according to the sectional plan is 59 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 ST3546/1991, and situated at 3 Ham's Court, corner of Royal and Kent Roads, Maitland.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 59 square metre main dwelling consisting of a kitchen, bathroom, lounge and bedroom and a 18 square metre outbuilding consisting of a garage.

*Terms:*

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 charges R50) (fifty rand).

Dated at Cape Town this 3rd day of January 1994.

William Inglis, Plaintiff's Attorneys, 53 Church Street, P.O. Box 67, Docex 88, Cape Town. (Tel. 22-2084.) (Ref. J. Luitingh/cf/T242/1877.)

Case 586/93

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

In the matter between **Anton Carl Wiersma**, Plaintiff, and **Carl Michael van den Berg** and **J. H. J. van Rensburg**,  
Defendant

In pursuance of a judgment in the Magistrate's Court of Bathurst and writ of execution, dated 3 December 1993, the goods listed hereunder will be sold in execution to the highest bidder at the Sheriff's Store, Hospital Grounds, Port Alfred, on 28 January 1994 at 12:00, namely:

2 drawer desks, steel cabinet, four green easy chairs, two typewriter chairs, wooden deks, various engine and gearbox parts, four jacks and brass headboard.

Right, title and interest.

Signed at Port Alfred on this the 23rd day of December 1993.

Neave Stötter & Associates, Attorneys for Plaintiff, 15 Main Street, P.O. Box 76, Port Alfred, 6170. [Tel. (0464) 4-1163.] (Ref. N. Stötter/W141.)

Case 314/92

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

In the matter between **Bartholomew James Henry Murray**, trading as Encore Radiators, Plaintiff, and **B. M. de Vries**,  
Defendant

In pursuance of a judgment in the Magistrate's Court of Bathurst and writ of execution, dated 3 December 1993, the goods listed hereunder will be sold in execution to the highest bidder at the Sheriff's Store, Hospital Grounds, Port Alfred, on 28 January 1994 at 12:30, namely:

Colt 2600 motor vehicle, Registration CAH3200.

Right, title and interest.

Signed at Port Alfred on this the 23rd day of December 1993.

Neave Stötter & Associates, Attorneys for Plaintiff, 15 Main Street, P.O. Box 76, Port Alfred, 6170. [Tel. (0464) 4-1163.] (Ref. N. Stötter/W141.)

Case 2197/93

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

In the matter between **ABSA Bank Limited** (formerly United Bank Limited), Plaintiff, and **Miss A. L. Marshall**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain dated 24 May 1993, the following will be sold in execution on 2 February 1994 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 1087 (portion of Erf 1020), Weltevreden Valley, 459 (four hundred and fifty-nine) square metres, held by Deed of Transfer T55173/1992, situated at 12 Denise Circle, Weltevreden Glen, Mitchells Plain.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16,75% (sixteen comma seven five 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, Wynberg.

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

Case 9367/93

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

**ABSA Bank Limited** (trading as United Bank), *versus* **Francois Etienne Matthews**

The following property will be sold in execution by public auction held at Wynberg Magistrate's Court, to the highest bidder on 2 February 1994 at 10:00:

Erf 16232, Mitchells Plain, in the Municipality of Cape Town, Division Cape, in extent 207 (two hundred and seven) square metres, held by Deed of Transfer T25952/89, situated at 19 Miami Way, Portlands, Mitchells Plain.

*Conditions of sale:*

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

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest 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 the 29th day of December 1993.

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

**Case 14156/93****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON**

In the matter between **First National Bank Limited**, Plaintiff, and **Mrs Eleni Psarrakis**, Defendant

In execution of a judgment of the Magistrate's Court, East London, in the above matter, a sale will be held on Friday, 28 January 1994 at 11:00, on the site of the immovable property referred to below:

Erf 19796, East London (Vincent Heights Township), Municipality and Division of East London, in extent 2 365 (two thousand three hundred and sixty-five) square metres, held under Deed of Transfer T1568/1991, situated at 52 Linaria Drive, Vincent Heights, East London.

The following information relating to the property is furnished but not guaranteed in any way: Single-storey dwelling with outbuildings attached, lounge, family room, dining-room, study, kitchen, three bedrooms, two bathrooms, shower, two toilets, dressing-room, double garage, servant's room with toilet and swimming-pool. Constructed from plastered brick under tiled roof.

*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. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 10 (ten) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale will be read out at the time of the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London, prior to the date of sale.

Dated at East London this 22nd day of December 1993.

Brown, Hurly & Miller, Plaintiff's Attorneys, Fourth Floor, First National Bank, Oxford Street, East London. (Ref. A. J. Miller.)

**Saak 413/91****IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS**

In die saak tussen **W A Bishop Transport**, Eiser, en **J. A. de Kock**, Verweerder

Ingevolge 'n vonnis in die Landdroshof te Hermanus, en 'n lasbrief vir eksekusie sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 2 Februarie 1994 om 12:45:

Erf 493, in die munisipaliteit Bellville, afdeling Kaap, groot 2 284 vierkante meter, geleë te Trichardstraat 9, Welgemoed, Bellville, gehou kragtens Transportakte T27174/1979.

Die verbetering op die eiendom bestaan uit die volgende: 'n Enkel losstaande woonhuis met drie slaapkamers, studeerkamer, buitekamer, twee badkamers en toilette, sitkamer, kombuis en dubbel motorhuis.

*Verkoopvoorwaardes:*

1. Die veiling is onderhewig aan die bepalings van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van artikel 66 van die bogenoemde Wet.

2. Tien persent (10%) van die koopprys van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprys tesame met die rente daarop verreken teen 10% (tien persent) is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die waarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju, Bellville, se kantoor.

Guthrie & Theron, Prokureurs vir Eiser, Hoofweg 77, Hermanus, 7200. Die Balju van die Hof, Posbus 238, Bellville, 7535.



## Case 36506/92

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

In the matter between **Western Cape Regional Services Council**, Plaintiff, and **I. B. and C. S. Cloete**, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 21 September 1992, the property listed hereunder, and commonly known as 341 Second Avenue, Lotus River, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 7 February 1994 at 10:00, to the highest bidder:

Erf 7625, Grassy Park, situated in the Local Area of Grassy Park, Cape Division, in extent 469 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling, brick walls under a tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom, toilet and garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 Electric Road, Wynberg.

Dated at Cape Town this 3rd day of January 1994.

Syret Godlonton-Fuller Moore Inc., 10th Floor, NBS Waldorf, St Georges Mall, Cape Town. [Ref. Coll/WW/74771 (12).]

## Case 5637/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Lukas Lekweni**, First Execution Debtor, and **Doreen Lekweni**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 25 August 1993, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court-house at Kuils River, to the highest bidder on 8 February 1994 at 09:00:

Erf 6226, Kraaifontein, in the Municipality of Kraaifontein, Paarl Division, in extent 495 (four hundred and ninety-five) square metres.

*Street address:* 46 Jakaranda Street, Scottsville, Kraaifontein.

*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 aproperty contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Brick building under tiled roof consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and garage.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 30th day of December 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

## Case 05040/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **T. J. van der Walt** and **R. van der Walt**, Defendants

In pursuance of a judgment in the Court of the Magistrate of Kimberley and a warrant of execution dated 30 August 1993, the undermentioned property will be sold in execution to the highest bidder at the Magistrate's Court, Kimberley, on Thursday, 3 February 1994 at 10:00:

Certain Erf 2852, Kimberley, situated in the City and District of Kimberley, measuring 714 (seven hundred and fourteen) square metres, held by Deed of Transfer T606/1990, also known as 44 Conrad Street, Kimberley.

The following improvements on the property are reported, but nothing is guaranteed: Lounge, dining-room, study, kitchen, three bedrooms, bathroom and toilet, toilet, two garages and toilet.

Ten per cent (10%) of the purchase price together with Value-Added Tax thereon, where applicable, and auctioneer's charges together with Value-Added Tax on such charges payable in cash on the date of the sale, the balance of the purchase price together with Value-Added Tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Kimberley and will be read out immediately prior to the sale.

Frank, Horwitz, Hugo & Fletcher, Attorneys for Plaintiff, Second Floor, United Building, Chapel Street, Kimberley.

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

In die saak tussen **Nedcor Bank Beperk**, Vonnisskuldeiser, en **Renier Adriaan Lodewikus du Toit**, Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Paarl in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Dinsdag, 8 Februarie 1994 om 10:30, te Hoofstraat 89A, Paarl, naamlik:

Restant Erf 2594, Paarl, in die munisipaliteit en afdeling Paarl, groot 253 (tweehonderd drie-en-vyftig) vierkante meter, gehou deur die Eksekusieskuldenaar kragtens Transportakte T69529/92, en geleë te Hoofstraat 89A, Paarl, onderhewig aan die veilingsvoorwaardes hieronder uiteengesit.

*Veilingsvoorwaardes:*

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

2. Een-tiende ( $\frac{1}{10}$ ) van die koopprys is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprys tesame met rente daarop bereken teen die heersende prima bankkoers van Nedcor Bank Beperk, vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste, insluitende BTW.

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

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

Gedateer te Paarl hierdie 14de dag van Januarie 1994.

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

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## NATAL

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Case 1433/93

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

In the matter between **Town Treasurer for the Borough of Queensburgh**, Execution Creditor, and **W. J. Hills**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 15 March 1993, and a warrant of execution issued on 15 April 1993, the following immovable property will be sold in execution on 28 January 1994 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

*Description:* Remainder of Lot 912, Queensburgh, situated in the Borough of Queensburgh Administrative District of Natal, in extent 1 731 square metres.

*Postal address:* 34 Allenby Lane, Malvern.

*Improvements:* Brick under tile dwelling, consisting of three bedrooms, lounge/dining-room, kitchen, bathroom/toilet, garage, outside toilet and servants' quarters.

*Town-planning zoning:* Residential.

*Special privileges:* None known.

Nothing is guaranteed in the above respect.

*Conditions:*

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

2. The purchaser (excluding the Judgment Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the conditions of sale, is payable against transfer, to be secured in the interim by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. Transfer will be effected by the Execution Creditor's attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in clause 5 of the conditions of sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said attorneys.

Dated at Pinetown this 30th day of November 1993.

C. J. S. Ferreira, Attorneys for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

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

In the matter between **NBS Bank Limited**, Execution Creditor, and **Fast Deal (Pty) Limited**, trading as Flooring International, First Execution Debtor, **Michael Henry Choromanski**, Second Execution Debtor, and **Dhiraj Ambaram Parbhoo**, Third Execution Debtor

In pursuance of a judgment granted on 17 May 1993, in the Magistrate's Court for the District of Durban, held at Durban, and a writ of execution issued thereunder, the immovable property of the Second Execution Debtor listed hereunder, will be sold in execution on Tuesday, 1 February 1994 at 14:00, at the front of the Magistrate's Court Building, Somtseu Road, Durban:

*Description:* Lot 189, Rose Hill 10663, renumbered to Lot 189, Rose Hill, situated in the City of Durban, Administrative District of Natal, in extent 1 036 square metres.

*Street address:* 2 Lancaster Grove, Rosehill, Durban.

*Improvements:* Brick under tile dwelling, consisting of lock-up garage, lounge with Searle Bush airconditioning and ceiling fan, dining-room with Friedrich airconditioning, kitchen, three bedrooms, toilet, bathroom with wash basin, veranda, servants' quarters, comprising room, shower, toilet and avery.

*Zoning:* Special Residential (nothing is guaranteed in these respects).

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 10% (ten per cent) of the purchase price, together with commission and VAT, due to the Sheriff in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer, within 21 (twenty-one) days after the sale.

2. The purchaser shall be liable for inspection at the rate of 15,25% (fifteen comma two five per cent) per annum to a preferent creditor from 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.

Dated at Durban this 27th day of December 1993.

K. L. Naidoo, for Livingston Leandy Incorporated, Execution Creditor's Attorneys, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. KN/mp/11 N349 216.)

Case 22079/93

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Mrs Shirley Dawn Barclay**, First Execution Creditor, and **Kenneth Charles Barclay**, Second Execution Debtor

In pursuance of a judgment granted on 22 October 1993, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 15 February 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

*Description:* A certain peice of land being Subdivision 1 of Lot 608, Sea View, situated in the City of Durban, Administrative District of Natal, in extent eight hundred and fifty-one (851) square metres.

*Postal address:* 6 Hepburn Road, Seaview.

*Improvements:* Brick under iron dwelling, consisting of enclosed verandah, lounge, dining-room, kitchen, three bedrooms, bathroom and four toilets.

*Town-planning:* Zoning; SR 650. Special privileges: Nil.

Nothing is guaranteed in these respect.

*Material conditions:*

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

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

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

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

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/U045/016240/Mrs Chelin.)



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

In the matter between **Standard Bank of South Africa**, Plaintiff, and **Fazlulhuk Dawood Khan**, 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 28 January 1994 at 11:00, at the offices of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder for cash, without reserve.

Subdivision 1355 (of 1304) of the Farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent one thousand and fifty-one (1 051) square metres, held under Deed of Transfer T25872/91.

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

1. The property is situated at 343 Khan Road, Northdale, Pietermaritzburg.
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, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 8th day of December 1993.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/S 121.)

Case 1776/92

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

In the matter between **Standard Bank of South Africa**, Plaintiff, and **Vusi Michael Shezi**, 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 28 January 1994 at 11:00 at the offices of the Sheriff, No. 5 Court-yard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder for cash, without reserve:

Subdivision 73 of Lot 1486, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent seven hundred and twenty two (722) square metres held under Deed of Transfer T26713/91.

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

1. The property is situated at 11 Da Gama Place, Pietermaritzburg.
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, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

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

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (P. R. J. Dewes/vmh/S 109.)

Case 87/93

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

In the matter between **Kwa Zulu Finance & Investment Corp. Ltd**, Plaintiff, and **Thobile P. Sithole**, Defendant

In pursuance of a judgment granted on 18 February 1993 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 9 February 1994 at 09:00 at Office 2, Adams Buildings, Osborn Road, Eshowe:

1. (a) *Deeds office description*: Ownership Unit No. B1152, situate in the Township of Sundumbili, District of Inkanyezi, in extent 476 (four hundred and seventy six) square metres.

1. (b) *Street address*: Ownership Unit No. B1152, Sundumbili.

1. (c) *Property description* (not warranted to be correct): Single storey block under tile roof dwelling comprising of three 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 exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

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

Dated at Empangeni on this the 9th day of December 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 193/93(05/K605/192.)]

Case 1918/93

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

In the matter between **Standard Bank of South Africa**, Plaintiff, and **Ashok Khiali**, First Defendant and **Rosalind Khiali**, Second 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 28 January 1994 at 09:00 at the offices of the Sheriff, No. 5, Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg to the highest bidder for cash, without reserve:

Subdivision 4233 (of 3814) of the farm Nothdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and seventy eight (378) square metres held under Deed of Transfer T29602/92.

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

1. The property is situated at 180 Reservoir Road, Bombay Heights, Pietermaritzburg.
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, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

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

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg.  
(P. R. J. Dewes/vmh/S 166.)

Case 2862/93

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

In the matter between **Standard Bank of South Africa**, Plaintiff, and **Vivian Alec Paulson**, First Defendant, and **Catharina Sophia Maria Paulson**, Second 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 Defendants, will be sold in execution on 28 January 1994 at 09:30 at the offices of the Sheriff, No. 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder for cash, without reserve:

Subdivision 75 (of 74) of Lot 1823, Pietermaritzburg, situate in the city of Pietermaritzburg, Administrative District of Natal, in extent one thousand two hundred and eight (1 208) square metres held under Deed of Transfer T19135/93.

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

1. The property is situated at 1208 Fern Villa, Prestbury, Pietermaritzburg.
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, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

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

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg.  
(P. R. J. Dewes/vmh/S206.)

Case 260/93

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

In the matter between **Standard Bank of South Africa**, Plaintiff, and **Hloniphizwe Sipiwe Ndlovu**, First Defendant, and **Thoko Doreen Mdluli**, Second 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 Defendants, will be sold in execution on 28 January 1994 at 10:00, at the offices of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder for cash, without reserve:

Subdivision 106 of Lot 1793, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent seven hundred and twenty-seven (727) square metres, held under Deed of Transfer T25298/92.

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

1. The property is situated at 105 Haynes Road, Richmond Crescent, Pietermaritzburg.
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, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 26th day of November 1993.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/S 147.)

## IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **The African Bank Limited**, Plaintiff, and **Home 1022 Investments CC**, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Natal Provincial Division), dated 30 September 1993, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 January 1994 at 11:00, at the office of the Sheriff for Camperdown, 5 Bishop Street (behind Masonic Lodge), Camperdown, to the highest bidder:

*Property description:*

Remainder of Subdivision 11 of the farm Killarney 855, situated in the Administrative District of Natal, in extent thirteen comma one seven nought three (13,1703) hectares.

*Improvements:* Brick under iron dwelling comprising three bedrooms, combined sitting room and dining-room, kitchen and two bathrooms. Incomplete swimming-pool. Brick block under iron outbuildings comprising one garage, two bedrooms, dining-room, kitchen, kitchen, toilet and bathroom and three incomplete horse boxes.

*Physical address:* Farm 18, Sanletroy Farm, Cato Ridge.

Nothing is guaranteed in the above respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale together with the auctioneer's charges.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for payment of interest at the rate of 5% (five per cent) per annum on the purchase price to the Plaintiff from the date of sale to the date of registration of transfer.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, levies, sewerage connection fees (if any) taxes and other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Camperdown, and at the offices of the Execution Creditor's attorneys.
7. Prospective purchasers are advised to inspect the property prior to the sale.

Dated at Durban on this 24th day of November 1993.

Cox Yeats, Execution Creditor's Attorneys, 13th Floor, Victoria Maine, 71 Victoria Embankment, Durban. (Ref. M. Jackson/17A157002.)

Case 1676/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Eastern Province Building Society**, Plaintiff, and **Jugdhee Rampersath Rampersath**, First Defendant, and **Dusmuth Rampersath**, Second Defendant

Pursuant to a judgment of the above-mentioned Honourable Court dated 9 July 1992, the undermentioned immovable property will be sold by the Sheriff, Pietermaritzburg, by public auction on Friday, 28 January 1994 at 10:30, at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal:

*The immovable property is:* Subdivision 137, of the farm Newholme 14357, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent four hundred and seventy-three (473) square metres.

*Postal address:* 49 Cypres Way, Pietermaritzburg, Natal.

*Improvements:* Lounge, dining-room, four bedrooms, two bathrooms, two toilets, kitchen, garage and servants' quarters.

*Zoning:* Residential.

Nothing is guaranteed in these respects.

The conditions of sale, which may be inspected during normal office hours at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, provide *inter alia*, for the following:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the date of sale to the Sheriff.
2. The balance of the purchase price, shall be paid by the purchaser to the Sheriff on the date of transfer, together with interest at the rate of 19% (nineteen per cent) per annum from 1 July 1992, capitalised monthly on the first day of each succeeding month to date of payment, on the amount of the Plaintiff's Judgment as it stands at the date of sale, or on the balance of the purchase price, whichever of the two are greater.

Such interest to be calculated from the date of sale to the date of registration of transfer of the property into the name of the purchaser, both days inclusive, which shall be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys and to be furnished to the Sheriff, within fourteen (14) days after the date of sale, which said guarantee is to be irrevocable and not subject to withdrawal by the bank or building society issuing same.

Dated at Pietermaritzburg on this 3rd day of December 1993

Shepstone & Wylie Tomlinsons, Plaintiff's Attorneys, 199 Pietermaritz Street, Pietermaritzburg. (Ref. WONJ/LJ/87/E0067/92.)



**Case 22944/89****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Ernestina Thembekile Mkhize**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 28 February 1990, the writ of execution the immovable property listed hereunder will be sold in execution on Friday, 28 January 1994 at 11:00, at the Sheriff's Sale Room, 5 Bishop Street (behind Masonic Lodge), Camperdown, to the highest bidder:

Subdivision 18 (of 14), of the farm Lot T8141, Administrative District of Natal, in extent 8 119 (eight thousand one hundred and nineteen) square metres, held under Deed of Transfer T19899/1984.

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 there 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 20% (twenty 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, Camperdown, immediately prior to the sale may be inspected at his office at 5 Bishop Street (behind Masonic Lodge), Camperdown.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. K1L/94/gd.)

**Case 26752/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **Boland Bank Limited**, Plaintiff, and **Themba Geleda Mzobe**, First Defendant, and **Katishi Marie Khumalo**, Second Defendant

In pursuance of a judgment of the Court of the Magistrate's, Pietermaritzburg, dated 14 December 1992, the writ of execution dated, 14 December 1992, the immovable property listed hereunder will be sold in execution on Friday, 28 January 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Site 324, Imbali 11, situated in the Edendale Township Area in the Administrative District of Natal, in extent 260 square metres and held by Deed of Grant 9570.

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 there 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 24,25% (two four comma two 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.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. B857L/gd.)

**Case 466/91****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAMPERDOWN HELD AT CAMPERDOWN**

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Mduduzi Paul Zwane**, Defendant

In pursuance of a judgment of the Court of the Magistrate's, Camperdown, dated 6 August 1991, the writ of execution dated, 6 August 1991, the immovable property listed hereunder will be sold in execution, on Friday, 28 January 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 349, Unit D, Mpumalanga Township, District of Mpumalanga, in extent 315 square metres and as described on General Plan BA154/1975.

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 there 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 23% (twenty three 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, Camperdown, immediately prior to the sale may be inspected at his office at 5 Bishop Street, Camperdown.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. K1L/301.)

Case 107/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **S. K. Mtolo**, Defendant

In pursuance of a judgment granted 22 January 1993, in the Magistrate's Court and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution, on 4 February 1994 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

*Description:* Unit D779, in the Township of Kwadabeka, District of Pinetown, in extent of 300 square metres, represented and described on General Plan 328/1984, physical address, Unit D779, Kwadabeka.

*Improvements:* Fibre glass under tile dwelling, two bedrooms, bathroom, kitchen, lounge and outside toilet.

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

2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

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

Dated at Pinetown on this 2nd day of December 1993.

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

Case 1576/92

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

In the matter between **First National Bank of Southern Africa Limited**, Reg. No. 05/01225/05, Execution Creditor, and **Marius Gauché**, Execution Debtor

In pursuance of judgment granted in the above Honourable Court, and subsequent warrant of execution, the immovable property: Subdivision 3 of Erf H 122 No. 13561; situated in the Zululand Joint Services Board Area, Administrative District of Natal, in extent forty comma six seven nought nine (40,6709) hectares, a small holding situated at Hluhluwe, will be sold in execution on Thursday, 27 January 1994 at 11:15 in front of the Magistrate's Court of Mtubatuba.

*Improvements:* None

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Mtubatuba, and are mainly the following:

1. The property will be sold by the Sheriff, Mtubatuba, by public auction to the highest bidder, but such sale shall be subject to confirmation thereof within 10 days by the Execution Creditor or its attorneys, and is subject to the conditions stipulated in terms of section 66(2) of Act No. 32 of 1944, as amended.

2. The purchaser shall pay a deposit of 10 per centum (10%) of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with 19,25% (nineteen comma twenty-five per centum) interest, shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys, and to be furnished within fourteen (14) days after the date of sale.

3. The purchaser shall pay the auctioneers charges on the day of the sale.

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

Schoombee G. A., for Hannah Schoombee & Steyn, Attorney for Plaintiff, P.O. Box 34, Vryheid, 3100.

Case 506/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Russel Razack Sayed**, First Defendant, and **Fikile Clowie Sayed**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Monday, 15 March 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 Dundee, on the steps of the Magistrate's Court, Gladstone Street, Dundee, Natal, at 10:00 on Friday, 28 January 1993 on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 58 Gladstone Street, Dundee, Natal, namely:

Lot 4331 Dundee, situated in the Borough of Dundee and in the Thukela Joint Services Board Area, Administrative District of Natal, in extent one thousand one hundred and fifteen (1 115) square metres, which property is physically situated at 54 Pine Street, Dundee, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T15783/90.

*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, family-room, kitchen, scullery, four bedrooms and three bathrooms. There is an outbuilding consisting of a staff room, a toilet and two garages.

*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 of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,75 (sixteen comma seventy-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 the 26th day of December 1993.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorney, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

#### Case 419/93

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Sydney M. B. Moletsane**, Defendant

In pursuance of a judgment granted on 3 May 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 9 February 1994 at 09:00 at Office 2, Adams Building, Osborn Road, Eshowe.

1. (a) *Deed office description:* Ownership Unit No. B823, situated in the Township of Sundumbili, District of Inkanyezi, in extent 665 (six hundred and sixty-five) square metres.

1. (b) *Street address:* Ownership Unit No. B823, Sundumbili.

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 exceptions:* No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

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

Dated at Empangeni on this the 9th day of December 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 265/93(05/K603/265.)]

#### Case 335/91

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

In the matter between **Natal Building Society Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Elijah Zwelibi Ndwalane**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Umlazi, and writ of execution dated 2 November 1993, the property listed hereunder will be sold in execution on 9 February 1994 at 10:00 at the main South Entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu flagpost), to the highest bidder:

Ownership Unit No. Z2331, situated in the Township of Umlazi, in the District of Umlazi, in extent four hundred and fifty (450) square metres, postal address: Z2331, Umlazi, 4066, town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: Lounge, kitchen, two bedrooms, bathroom, w.c. and fencing. Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Messenger of the Court, Umlazi. A substantial Bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown on this the 22nd day of December 1993.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/02/N012/197.)



Case 894/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Neil Oreste Robertson**, First Execution Debtor, and **Yoné Elizabeth Taylor**, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Camperdown, and writ of execution, dated 8 November 1993, the property listed hereunder will be sold in execution on 11 February 1994 at 11:00, at the Sheriff's Sale Room, 5 Bishop Street (behind the Masonic Lodge), Camperdown, to the highest bidder:

Lot 46, Drummond, situated in the Drummond Health Committee Area and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent four thousand five hundred and nine (4 509) square metres.

*Postal address:* Thousand Hills Drive, Drummond, Natal, town-planning zoning residential, the property comprises vacant land. Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Camperdown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 21st day of December 1993.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/02/N012/194.)

Case 56817/93

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Kasavanandhan**, First Execution Debtor, and **Mrs Jayashree Nadasen**, Second Execution Debtor

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

*Description:* A certain piece of land being Remainder of Lot 4402, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, measuring 2 171 (two thousand one hundred and seventy-one) square metres, formerly known as Remainder of Subdivision 292, of the farm Klein Zeekoei Vallei 803, situated in the City of Durban, Administrative District of Natal, measuring two thousand one hundred and seventy-one (2 171) square metres, postal address: 55 Morewood Road, Reservoir Hills, improvements vacant land, town-planning zoning no special privileges. Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's Attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold the properties may be purchased separately, unless this is precluded by the conditions of title or law.

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

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/A332/016613/Mrs Chetty.)

Case 27343/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Eugene Mandlakayise Mhlanhla Ntombela**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 25 November 1993, the following immovable property will be sold in execution on Friday, 4 February 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 1394 (Edendale A), situated in the City of Pietermaritzburg, Administrative District of Natal, in extent seven hundred and seventy-five (775) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at Lot 1394 (Ashdown), Edendale A, Pietermaritzburg, which property consists of land improved by a single storey dwelling-house under tiles and block comprising two bedrooms, bathroom, w.c., lounge and kitchen. No outbuildings.

*Material conditions of sale:* The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 9th day of December 1993.

Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

**Case 28967/93****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **NBS Bank Limited**, Plaintiff, and **Roychand Mangaldhew**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 8 December 1993, the following immovable property will be sold in execution on Friday, 4 February 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Lot 34, Panorama Gardens, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and ninety (390) square metres.

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

The property is physically situated at 41 Oakhill Drive, Panorama Gardens, Pietermaritzburg, which property consists of land improved by a single storey dwelling-house under brick and tile comprising three bedrooms, bathroom, w.c., lounge, kitchen and porch. No outbuildings.

*Material conditions of sale:* The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 20th day of December 1993.

Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

**Case 27342/93****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **NBS Bank Limited**, Plaintiff, and **Sani Emmanuel Ngwenya**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 7 December 1993, the following immovable property will be sold in execution on Friday, 4 February 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 861, Ashdown, situated in the Township of Edendale, situated in Pietermaritzburg, Administrative District of Natal, in extent five hundred and one (501) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at Lot 861, Ashdown, Pietermaritzburg, which property consists of land improved by a single storey dwelling-house under block and tile, comprising three bedrooms, bathroom, w.c.'s, lounge, kitchen and verandah. No outbuildings.

*Material condition 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, Pietermaritzburg, within fourteen (14) days of the date of sale.

The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 20th day of December 1993.

Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

**Case 16431/93****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **NBS Bank Limited**, Plaintiff, and **G. Ramlakan**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 19 August 1993, the following immovable property will be sold in execution on Friday, 28 January 1994 at 11:00, at the Magistrate's Court, Bell Street, Greytown, to the highest bidder:

Subdivision 1 of Lot 479, Greytown, situated in the Borough of Greytown, Natal, Administrative District of Natal, in extent one thousand and twelve (1 012) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 66 Sargeaunt Street, Greytown, Natal, which property consists of land improved by a single storey dwelling-house under brick and tile, comprising three bedrooms, bathroom, w.c.'s, lounge, dining-room, kitchen, scullery, garage, separate carport and outside w.c.

*Material condition 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, Greytown, within fourteen (14) days of the date of sale.

The full conditions of sale can be inspected at the Magistrate's Court, Bell Street, Greytown, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 20th day of December 1993.

Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Jay Moodley**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 4 June 1993, the following immovable property will be sold in execution on Friday, 4 February 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 784 (of 781), of Lot 5 No. 1519, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and twenty-six (326) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 68 Capricorn Crescent, Allandale, Pietermaritzburg, which property consists of land improved by a single storey dwelling-house under brick and tile, comprising three bedrooms, one and a half bathrooms, shower, two w.c.'s, lounge, dining-room, kitchen and a front verandah. No outbuildings.

*Material condition 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, Pietermaritzburg, within fourteen (14) days of the date of sale.

The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 9th day of December 1993.

Leslie Simon Pretorius & Dawon, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

## IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter **NBS Bank Limited**, Execution Creditor, and **Vryvaal Share Block (Proprietary) Limited**, First Execution Debtor

In pursuance of a judgment of this Court, and a writ of execution, dated 2 December 1993, the immovable property listed hereunder will be sold in execution on 28 January 1994 at 10:00, on the front steps to the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder. The sale is however subject to a reserve price of R1 979 790,81 together with interest thereon calculated at the rate of 17% (seventeen per cent) per annum from 2 November 1993 to 1 December 1993 and thereafter at the rate of 16,25% (sixteen comma two five per cent) per annum from 2 December 1993 to date of payment, reckoned and calculated from the close of business on the first day of each month to the close of business on the first day of the following month:

*Description:* Subdivision 1756, of the farm Cottonlands 1575, situated in the Umdloti Beach Health Committee Area and in the Port Natal-Ebhodwe, Joint Services Board Area, Administrative District of Natal, in extent 3 161 square metres, held under Deed of Transfer T21811/1984.

The immovable property is situated at 20 Ocean Drive, Umdloti, Natal.

*Zoning:* General Residential.

*Improvements:* The building is a terraced development (two simplex units per floor) consisting of seven stories plus a basement comprising 14 units constructed of brick and mortar with a concrete roof. The individual units consist of a lounge, dining-room, kitchen, dressing-room, three bedrooms, two bathrooms, two showers, two toilets on a terraced property which also has a driveway and paving surround. In addition, there are 16 under-cover parking bays and 14 visitors parking bays. There is one lift for the building. The entire property has a brick wall surrounding it. The complex which is called Mahe can on completion be described as an attractive, modern, well fitted and average upkeep property facing east, that is towards the sea. The site which is set on the shore road is fairly level initially and then becomes very steep towards the rear. The terraced development is designed to suit site conditions and open beach and sea views are obtained.

*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 Supreme Court Act No. 59 of 1959, 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 ten per centum (10%) 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 Execution Creditor's attorneys and furnished to the Sheriff of the Court within fourteen (14) 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 Acting Sheriff, Supreme Court, Inanda, 2 Mount View Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam. [Tel. (0322) 33-1037.] (Ref. Mr Holliday or Mr Zaayman).

Dated at Durban this 14th day of December 1993.

P. E. Price, for Chapman Dyer Miles & Moorhead Inc., Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. [Tel. (031) 304-2511.] [Fax (031) 304-2870/304-2522.] [Ref. PEP/mjp/10 N 3182/93.] (PEP404.FCL.)

#### Case 3281/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **Nedcor Bank Limited**, formerly trading as Nedperm Bank Limited, Plaintiff, and **Mohan Singh**, First Defendant, and **Tara Singh** (d/a in so far as need be), Second Defendant

In pursuance of a judgment granted on 9 November 1993, in the Court of the Magistrate, Stanger, and under a writ of execution issued thereafter, the immovable property listed hereunder, shall be sold in execution to the highest bidder on 4 February 1994 at 10:00, at the front entrance of the Magistrate's Court, 127 Couper Street, Stanger.

*Description of property:* Lot 229, Highridge, situated in the Borough of Stanger, Administrative District of Natal, in extent five hundred and thirty-three (533) square metres.

Consisting of vacant land.

*Postal address:* 109 Ebrahim Drive, Highridge.

*Zoning:* Residential area.

Nothing in the above is guaranteed.

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

1.2 The property shall be sold as it stands i.e., voetstoots and subject to all the conditions of the title deed.

2. The purchaser shall be liable for payment of interest at the rate of 18% (eighteen per cent) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

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

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 116 Couper Street, Stanger.

Dated at Durban on this 21st day of December 1993.

A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Durban. (Ref. Mrs Perumaul/cg/890.)

#### Case 6323/93

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Sarel Petrus Johannes Janse van Rensburg**, First Defendant, and **Magdalena Alida Janse van Rensburg**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), in the above-mentioned suit, a sale will be held by the Sheriff, Durban South, on the steps of the Supreme Court, Durban, on Friday, 28 January 1994 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as Subdivision 4 of Lot 1879, Wentworth, situated in the City of Durban, Administrative District of Natal, in extent nine hundred and sixty-four (964) square metres and held under Deed of Transfer T16797/92.

*Street address:* 252 Watsonia Road, Bluff.

*Improvements:* A brick under tile dwelling comprising lounge/dining-room, kitchen, three bedrooms, bathroom, separate toilet and passage. Lock up garage at street level. Servants' quarters of brick under corrugated asbestos.

*Zoning:* Special Residential (not guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Supreme Court, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 24th day of December 1993.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Paramanandan Arumugam Naidoo**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 28 January 1994 at 10:00:

*Description:* Lot 2559, Isipongo Extension 20, situated in the Borough of Isipongo, and in Amanzimtoti Regional Water Services Area, Administrative District of Natal, in extent one thousand and ninety-five (1 095) square metres, held under Deed of Transfer T1456/88.

*Physical address:* 42 Keerath Road, Isipongo, Natal.

*Zoning:* Special Residential.

The property consists of the following:

Double storey house, brick under tile roof consisting of entrance-hall, lounge, dining-room, family room, TV-room, play-room, study, laundry, prayer room, four bedrooms, two toilets with showers, two bathrooms with toilet and showers and two toilets.

*Outbuildings:* Two garages, servants' quarters, toilet and shower and swimming-pool.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Acting Sheriff of the Supreme Court, 101 Legaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 20th day of December 1993.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan, S6115/slm.)

Case 13978/93

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

In the matter between **Nedperm Bank Limited**, Execution Creditor, and **Ganess**, First Execution Debtor, and **Sowbagiam**, Second Execution Debtor

In pursuance of a judgment granted on 31 March 1993, in the Magistrate's Court for the District of Durban, held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Tuesday,

1 February 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban:

*Description:* Subdivision 9 of Lot 367, Springfield, situated in the City and of Durban, Administrative District of Natal, measuring four hundred and sixteen (416) square metres held under Deed of Transfer T2038/91.

*Street address:* 54 Foxglove Place, Springfield, Durban.

*Improvements:* A brick under tile house consisting of kitchen, lounge, three bedrooms and bathroom with toilet and shower.

*Upstairs:* Lounge, two bedrooms, kitchen, bathroom with toilet.

*Downstairs:* Kitchen, bathroom with toilet, bedroom with lounge. Municipal water supply.

*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, Nedperm Bank Limited (now named Nedcor Bank Limited), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

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

Dated at Durban this 24th day of December 1993.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost).

**Case 3909/93**

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, trading as Trust Bank, Plaintiff, and **S. E. Boyce**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 28 January 1994 at 10:00:

*Description:* Subdivision 3 of Lot 1885, Kloof, situated in the Borough of Kloof, and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 4 183 square metres.

*Physical address:* 35 Fernleigh Road, Kloof, Natal.

*Zoning:* Special residential.

The property consists of the following: Unimproved, vacant land.

Nothing in this regard is guaranteed.

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 22nd day of November 1993.

S. W. van den Bosch & Co., Plaintiff's Attorneys, 1302 Williams Palmer House, 447 Smith Street, Durban. (Ref. A. Müller/RG/A.769.)

**Case 22514/89  
PH 396**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Limited**, Execution Creditor, and **Warren Ross MacLeod**, Execution Debtor

On Friday, 4 February 1994 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Port Shepstone, at which the Sheriff of the Supreme Court will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Lot 733, Trafalgar, in extent 1 411 (one thousand four hundred and eleven) square metres, held by Deed of Transfer T21627/1988 (hereinafter referred to as the property).

The property will be sold subject to any existing tenancy and subject to payment by the purchaser to the Local Authority of all rates and taxes and other charges to enable a clearance certificate to be issued.

A cash deposit of 10% of the purchase price shall be paid on the date of sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 20 Riverview Road, Sun-wich Port, Port Shepstone.

Dated at Germiston on this the 3rd day of January 1994.

B. S. Friedman, Execution Creditor's Attorney, First Floor, Ronloth House, 9 Human Street, P.O. Box 432, Germiston, 1400. [Tel. (011) 825-3480.] (Ref. B. S. Friedman/AR/N125.)

**Case 2770/92**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Nedperm Bank Limited**, Plaintiff, and **B. Mkhwanazi**, Defendant

In pursuance of a judgment granted on 14 June 1993, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 3 February 1994 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description:* Ownership Unit A559, Township of Nseleni, District of Enseleni, measuring 450 (four hundred and fifty) square metres in extent.



1. (b) *Street address*: A559 Nseleni.

1. (c) *Improvements (not warranted to be correct)*: Single-storey dwelling consisting of two bedrooms, bathroom, lounge and kitchen.

1. (d) *Zoning/Special privileges or exemptions*: Special Residential Zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office Sheriff of the Magistrate's Court, Old Sugar Mill, Empangeni.

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

Dated at Empangeni this 3rd day of January 1994.

Schreiber Smith, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/dw/09/N2669/92.)

#### Case 5596/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Perm** (a division of Nedcor Bank Ltd), Plaintiff, and **M. M. Nqashi**, Defendant

In pursuance of a judgment granted on 10 November 1993, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 3 February 1994 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description*: Ownership Unit A827, Township of Nseleni, District of Enseleni, measuring 450 (four hundred and fifty) square metres.

1. (b) *Street address*: A827 Nseleni.

1. (c) *Improvements (not warranted to be correct)*: Single-storey dwelling consisting of two bedrooms, bathroom, kitchen and lounge.

1. (d) *Zoning/Special privileges or exemptions*: Special Residential Zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office Sheriff of the Magistrate's Court, Old Sugar Mill, Empangeni.

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

Dated at Empangeni this 3rd day of January 1994.

Schreiber Smith, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/dw/09/N2820/93.)

#### Case 746/93

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

In the matter between **Saambou National Building Society Limited**, Plaintiff, and **Elsie Estella Dunne**, First Defendant, and **Anthony Edward Gordon Dunne**, Second Defendant

In pursuance of a judgment granted on 19 August 1993, in the Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 4 February 1994 at 11:00, in front of the Magistrate's Court, Camperdown, 5 Bishop Street (Behind Masonic Lodge), to the highest bidder:

*Description*: Subdivision 1 of Lot 148 Drummond, situated in the Drummond Health Committee Area and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 3,0798 (three comma nought seven nine eight) hectares held by Deed of Transfer T25134/92.

*Physical address*: 148 Lilac Road, Drummond.

*Improvements*: Single storey brick under tile dwelling comprising four bedrooms, lounge/dining-room, two bathrooms, kitchen, carport, stable and two servants' quarters (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

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

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

3. The purchaser shall be liable for payment of interest at the rate of 16,25% (sixteen comma two five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

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

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the office of the Sheriff, Camperdown, or at the office of Strauss Daly Inc.

Dated at Durban this 3rd day of January 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardenier Street, Durban, 4001. (Ref. Mrs D. Varty/Z16772/oe.)

Case 37447/93  
PH 132

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

In the matter between **Natal Building Society Limited**, Execution Creditor, and **Zithulele Douglas Mkhize**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 13 August 1993 the immovable property listed hereunder will be sold in execution on 2 February 1994 at 10:00, at the main south entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu flagpole), to the highest bidder:

*Description:* Ownership Unit J2019, situated in the Township of Umlazi, in the District of Umlazi, in extent 537 (five hundred and thirty-seven) square metres, held under Deed of Grant G4768/86.

The immovable property is situated at J2019, Umlazi.

*Zoning:* Special/Residential.

*Improvements:* Block under tile dwelling consisting of three bedrooms, dining-room, bathroom, kitchen, garage and concrete fence. Nothing is guaranteed.

*Municipal electricity and water supply:* Local authority.

*Possession:* Vacant Possession is not guaranteed, premises are occupied at present.

*Material conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Umlazi, Room 4, V1030, Block C, Umlazi, telephone (031) 906-1713 (Ref: Mr Parker).

Dated at Durban this 4th day of January 1994.

D. Swanepoel, for Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N3175/93.)

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**ORANJE-VRYSTAAT**  
**ORANGE FREE STATE**

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Saak 20003/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van SA Beperk** (62/00738/06), Eiser, en **6 Grewar Ave Investments CC** (CK90/21480/23), Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 2 Februarie 1994 om 09:00, deur die Balju vir die Hooggeregshof, Parys, gehou te die Landdroskantore, Parys, aan die hoogste bieder:

Resterende gedeelte van Erf 617, geleë in die dorpsgebied en distrik Parys, groot 4 074 vierkante meter, gehou kragtens Akte van Transport T6973/1993.

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

*Straatadres:* Grewarlaan 6, Parys, Oranje-Vrystaat.

*Verbeterings:* Dubbelverdiepingwoonhuis met teël- en sinkdak, ingangsportaal, sitkamer, eetkamer, familiekamer, studeerkamer, kombuis, kroeg, vier slaapkamers, badkamer met stort, twee badkamers en toilette, gaste toilet, twee garages, motorafdak, bediendekamer met toilet, waskamer, voorafvervaardigde omheining en sementplaveisel.

*Reserweprys:* Die eiendom word sonder reserweprys verkoop.

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

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

*Verkoopvoorwaardes:* Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Parys, te NV-gebou, Maréstraat, Parys.

Gedateer te Pretoria hierdie 2de dag van Desember 1993.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 322-4401.) (Verw. V. Rensburg/Z9237/93/BVDM)

**Saak 3005/93**

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

In die saak tussen **Saambou Bank**, Eiser, en **J. J. Clark**, Verweerder

In terme van 'n vonnis wat toegestaan is in die Landdroshof vir die distrik Odendaalsrus, op 17 November 1993, en 'n lasbrief vir eksekusie teen onroerende goed, sal die onderstaande eiendom in eksekusie verkoop word op 28 Januarie 1994 om 09:00, te die hoofingang van die Landdroshof, Webberstraat, Odendaalsrus:

Sekere Erf 2143, geleë in die dorp Odendaalsrus-uitbreiding 4, distrik Odendaalsrus, groot 951 vierkante meter.

*Verbeterings:* Sit-/eetkamer, drie slaapkamers, badkamer/wasbak en kombuis.

Die voorwaardes van eksekusieverkoping lê ter insae by die kantoor van die Balju vir die Landdroshof, Conroysgebou, Weeberstraat, Odendaalsrus, asook by die prokureurs vir die Eiser, Smit & Vermaak, Erasmusgebou, Kerkstraat, Odendaalsrus. Die verkoopvoorwaardes sal voor die verkoping deur die Balju uitgelees word.

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

Smit & Vermaak, Erasmusgebou, Kerkstraat, Posbus 99, Odendaalsrus.

**Case 3005/93**

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

In the matter between **Saambou Bank**, Plaintiff, and **J. J. Clark**, Defendant

Kindly take notice that in terms of a Court order granted in the Magistrate's Court for the District of Odendaalsrus on 17 November 1993 and a warrant of execution against property, the undermentioned property will be sold on 28 January 1994 at 09:00, at the main entrance of the Magistrate's Court, Webber Street, Odendaalsrus:

Certain Site 2143, situated in the town Odendaalsrus Extension 4, District of Odendaalsrus, measuring 951 square metres.

*Improvements:* Lounge/dining-room, three bedrooms, bathroom/washbasin and kitchen.

The conditions of sale in execution may be inspected at the Sheriff for the Magistrate's Offices, Conroys Building, Weeber Street, Odendaalsrus, as well as at the offices of the Plaintiff's attorneys, Smit & Vermaak, Erasmus Building, Church Street, Odendaalsrus. The said conditions of sale will be read out by the Sheriff prior to the sale.

Dated at Odendaalsrus on this 2nd day of December 1993.

Smit & Vermaak, Erasmus Building, Church Street, P.O. Box 99, Odendaalsrus.

**Case 1810/93**

#### IN THE SUPREME COURT OF SOUTH AFRICA (Orange Free State Provincial Division)

In the matter between **Foodcorp Bedrywe Limited**, trading as Karoo-Ochse, Plaintiff, and **C. J. Grobbelaar**, 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 in front of the Magistrate's Court, McCallum Street, Bultfontein, on Friday, 28 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, 12 President Swart Street, Bultfontein, prior to the sale:

"Erf 1149, geleë in die dorp Bultfontein, distrik Bultfontein, groot 991 (nege nege een) vierkante meter, gehou kragtens Transportakte T8608/77, onderworpe aan sekere voorwaardes soos daarin uiteengesit," consisting of lounge, kitchen, three bedrooms, bathroom/toilet, dining-room, verandah, zink roof and wire fencing, and being 18 Fontein Street, Bultfontein.

*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, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein. (Ref. NK1107.)



Saak 927/93

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**  
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Escom Finance Company (Pty) Limited**, Eiser, en **André Deon Muller**, Verweerder

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling), sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind te die Landdroskantoor, Tulbachstraat-ingang, Welkom, op Vrydag, 4 Februarie 1994 om 11:00, naamlik:

Erf 3773, Riebeeckstad-uitbreiding 1, distrik Welkom, groot 833 (agt drie drie) vierkante meter, beter bekend as Macleanstraat 45, Riebeeckstad, Welkom.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie:

Verbeterings bestaan uit sitkamer, eetkamer, vier slaapkamers, kombuis, badkamer en spoeltoilet.

*Terme:* Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping.

Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 14 (veertien) dae na die datum van verkoping aan die Balju gelewer moet word.

Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

*Voorwaardes:* Die verkoopvoorwaardes is ter insae in my kantoor.

J. C. Pretorius, p.a. Naudes, Prokureur vir Eiser, Trustfonteingebo, St. Andrewstraat 151, Posbus 153, Bloemfontein.

Saak 2739/93

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**  
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Eduan Rabie Naude**, Eiser, en **George Sebastian Nieuwoudt**, Verweerder

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling), sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind voor die kantore van die Balju te Hoofstraat, Hertzogville, op Vrydag, 4 Februarie 1994 om 11:00, naamlik:

1. Sekere Onderverdeling 1 van die plaas Benonie 1012, geleë in die distrik Boshof, groot 171,4991 (eenhonderd een-en-sewentig komma vier nege nege een) hektaar.

2. Sekere resterende gedeelte van die plaas Benonie 1012, geleë in die distrik Boshof, groot as sulks 599,5724 (vyfhonderd nege-en-negentig komma vyf sewe twee vier) hektaar.

Die volgende inligting word verstrek maar in hierdie opsig word niks gewaarborg nie.

Verbeterings bestaan uit:

1. Weiding verdeel in twee kampe elk met veesuiplings, een met windpomp en dam.

2. Drieslaapkamerwoonhuis met woonstel (vyf vertrekke), 200 (tweehonderd) hektaar lande, balans goeie weiding, 11 kampe met water, agt boorgate, drie windpompe, vier dompelpompe, twee sinkdamme, koeistal met vier punt melkmasjien en twee staalstore.

*Terme:* Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping.

Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 14 (veertien) dae na die datum van verkoping aan die Balju gelewer moet word.

Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

*Voorwaardes:* Die verkoopvoorwaardes is ter insae in my kantoor te Hoofstraat, Hertzogville, gedurende kantoorure.

J. C. Pretorius, p.a. Naudes, Eiser se Prokureurs, Trustfonteingebo, Posbus 153, Bloemfontein.

Saak 6241/93

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

In die saak tussen **ABSA Bank Bepers**, handeldrywend as Trust Bank, Eiser, en **National Security Services**, Eerste Verweerder, en **Hendrik Johannes Venter**, Tweede Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 14 Julie 1993, en 'n lasbrief tot eksekusie, sal die volgende eiendom in eksekusie verkoop word op 4 Februarie 1994 om 11:00, by die Tulbach-ingang tot die Landdroshof, Welkom, deur die Balju aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Erf 5016, geleë in die dorp Riebeeckstad, distrik Welkom, groot 1 691 (een ses nege een) vierkante meter, gehou kragtens Akte van Transport T2537/89, onderhewig aan sekere voorwaardes.

Die volgende besonderhede ten aansien van die eiendom word verskaf maar nie gewaarborg nie:

Die eiendom is geleë te Solomonstraat 80, Riebeeckstad, Welkom.

Die verbeterings bestaan uit drie geboue waarvan een 'n moderne argitek-ontwerpte kantoorkompleks is met semi-siersteen afwerking, tapyt en keramiek teël vloerbedekking, in oppervlakte 276 (tweehonderd ses-en-sewentig) vierkante meter.

Die tweede gebou is 'n werkwinkel met semi-siersteen afwerking, in oppervlakte 248 (tweehonderd agt-en-veertig) vierkante meter.

Die derde gebou is 'n kleiner kantoorgebou ook met semi-siersteen afwerking, tapyt en novilon vloerbedekking, in oppervlakte 83 (drie-en-tagtig) vierkante meter.

Die geboue is opgerig in 1989.

Verdere verbeteringe bestaan uit vier motorafdakke, 20 LM steenmure, 39 LM pricon mure en swembad.

**Voorwaardes:** Die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshof en die reëls daarvolgens neergelê.

10% (tien persent) van die koopprys moet in kontant op die dag van die verkoping betaal word en 'n bank- of bougenootskapwaarborg vir die balans moet binne 14 (veertien) dae na die verkoopdatum verskaf word.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die Balju, Constantiastraat 100C, Welkom.

Geteken te Bloemfontein hierdie 14de dag van Desember 1993.

P. H. T. Colditz, vir Schoeman Smith, Prokureur vir Eiser, Sesde Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein, 9301.

**Saak 874/93**

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

In die saak tussen **NBS Bank Beperk**, Eiser, en **W. N. Raath**, Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Sasolburg, gedateer 19 Maart 1993, en 'n lasbrief vir eksekusie, gedateer 11 Junie 1993, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 4 Februarie 1994 om 10:00, voor die Landdroshof, Bainstraat, Sasolburg:

Erf 902, Vaalpark, groot 1 042 (eenduisend twee-en-veertig) vierkante meter.

Die eiendom word verkoop onderhewig aan die bepalings van die Groepsgebiedewet en 10% (tien persent) van die koopprys is betaalbaar by sluiting van die koopvooreenoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne 14 (veertien) dae vanaf datum van die verkoping.

Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshof, No. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie:

Die eiendom staan bekend as Stormbergstraat 37, Vaalpark.

Bestaande uit woonhuis met buitegeboue.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju van die Landdroshof, Eerste Verdieping, Trust Banksentrum, Sasolburg, en by die kantore van die Eiser se prokureurs.

Geteken te Sasolburg hierdie 17de dag van Desember 1993.

R. A. P. Pretorius, vir Molenaar & Griffiths, Trustbanksentrum, Posbus 18, Sasolburg.

**Saak 12202/93**

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

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **M. E. Letsolo**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie, gedateer 29 Oktober 1993, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 4 Februarie 1994 om 11:00, voor die Landdroskantoor, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 18631, geleë te en bekend as 18631 Sunrise View, Thabong, Welkom, gesoneer vir woondoeleindes, groot 328 vierkante meter, gehou kragtens Sertifikat van Geregistreerde Toekenning van Huurpag TL12868/90.

**Verbeterings:** 'n Tweeslaapkamerwoonhuis bestaande uit sitkamer, kombuis en badkamer.

**Voorwaardes van verkoping:**

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

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

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 20ste dag van Desember 1993.

J. M. Pretorius, vir Wessels & Smith, Prokureur vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smith-gebou, Heerenstraat 26-28, Welkom.

Saak 1335/93

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

In die saak tussen **NBS Bank Beperk**, Eiser, en **S. C. Sekopa**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Harrismith, en 'n lasbrief van eksekusie, gedateer 20 Oktober 1993, sal die volgende eiendom geregtelik verkoop word op 4 Februarie 1994 om 10:00, voor die Landdroskantoor, Southeystraat, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Erf 641, geleë in die dorp en distrik Harrismith, groot 1052 (eenduisend twee-en-vyftig) vierkante meter, gehou kragtens Transportakte T7934/93 en onderworpe aan die voorwaardes daarin uiteengesit.

*Verbeterings* (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit sit/eetkamer, kombuis, drie slaapkamers, badkamer, toilet en dubbelgarage.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 20ste dag van Desember 1993.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Stuartstraat 51B, Posbus 22, Harrismith.

Saak 1458/93

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

In die saak tussen **NBS Bank Beperk**, Eiser, en **M. P. Mofokeng**, Eerste Verweerder, en **N. R. Mofokeng**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof van Harrismith en 'n lasbrief van eksekusie, gedateer 15 November 1993, sal die volgende eiendom geregtelik verkoop word op 4 Februarie 1994 om 10:00, voor die Landdroskantoor, Southeystraat, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Perseel A159, geleë in die dorp Tshiame, distrik Harrismith, groot 600 (seshonderd) vierkante meter, soos gehou kragtens Grondbrief 1864/1990, soos aangedui op Algemene Plan PB610/1986.

*Verbeterings* (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit sit/eetkamer, kombuis, twee slaapkamers en 'n badkamer met toilet.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 20ste dag van Desember 1993.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Stuartstraat 51B, Posbus 22, Harrismith.

Saak 13493/93

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

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **C. H. Wink**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom en 'n lasbrief vir eksekusie, gedateer 2 Desember 1993, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 4 Februarie 1994 om 11:00, voor die Landdroskantoor, Welkom:

Erf 234, geleë te Jorissenstraat 20, Rheederpark, Welkom, gesoneer vir woondoeleindes.

Groot: 833 vierkante meter, gehou kragtens Transportakte T1582/90.

*Verbeterings*: 'n Drieslaapkamerwoonhuis bestaande uit sitkamer, woonkamer, studeerkamer, eetkamer, kombuis, badkamer en twee motorhuise.

*Voorwaardes van verkoping*:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

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

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 28ste dag van Desember 1993.

J. M. Pretorius, vir Wessels & Smith, Prokureur vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smith-gebou, Heerenstraat 26-28, Welkom.



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

In die saak tussen **ABSA Bank**, Eksekusieskuldeiser, en **Johan van Greunen**, Eksekusieskuldenaar

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 22 November 1993, sal die ondervermelde eiendom verkoop word deur die Balju, Landdroshof, Sasolburg, op versoek van die Eksekusieskuldeiser om 10:00 op Vrydag, 28 Januarie 1994 te die Landdroskantoor, Bainstraat, Sasolburg, Erf 1635, geleë in die residensiële gebied van Sasolburg:

*Voorwaardes:*

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daar- onder uitgevaardig, die voorwaardes bevat in die titelakte, en sal verkoop word aan die hoogste bieder sonder reserwe.
2. Die koper sal aan die Balju 10% (tien persent) van die koopprijs onmiddellik betaal na die ondertekening van die verkoopsvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van die verkoping vir die balans van die koopprijs.
3. Die Eksekusieskuldeiser sal goedgunstige oorweging skenk aan die toestaan van 'n lening tot op 90% (negentig persent) van die koopprijs van die eiendom aan die goedgekeurde koper, en reëlins kan met die Eksekusieskuldeiser getref word voor datum van die verkoping.
4. Die straatadres van die eiendom is Lukas Meijerstraat 25, Sasolburg.
5. Die volledige verkoopsvoorwaardes kan ter insae geneem word by die kantoor van die Balju, Landdroshof, Sasolburg, asook die kantore van A. V. Theron & Swanepoel, N. J. van der Merwesingel 13, Sasolburg, gedurende kantoorure, en sal ook uitgelees word voor die eiendom opgeveel word.

Geteken te Sasolburg op hede hierdie 21ste dag van Desember 1993.

A. V. Theron, vir A. V. Theron & Swanepoel, Posbus 471, Sasolburg.

Saak 324/93

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

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **L. J. Nel**, Eksekusieskuldenaar

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 16 September 1993, sal die ondervermelde eiendom verkoop word deur die Balju, Landdroshof, Sasolburg, op versoek van die Eksekusieskuldeiser om 10:00 op Vrydag, 28 Januarie 1994, te die Landdroskantoor, Bainstraat, Sasolburg, Erf 1258, geleë in die residensiële gebied van Sasolburg:

*Voorwaardes:*

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder uitgevaardig, die voorwaardes bevat in die titelakte, en sal verkoop word aan die hoogste bieder sonder reserwe.
2. Die koper sal die Balju 10% (tien persent) van die koopprijs onmiddellik betaal na die ondertekening van die verkoopsvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van die verkoping vir die balans van die koopprijs.
3. Die Eksekusieskuldeiser sal goedgunstige oorweging skenk aan die toestaan van 'n lening tot op 90% (negentig persent) van die koopprijs van die eiendom aan die goedgekeurde koper, en reëlins kan met die Eksekusieskuldeiser getref word voor datum van die verkoping.
4. Die straatadres van die eiendom is Ben Olivierstraat 9, Sasolburg.
5. Die volledige verkoopsvoorwaardes kan ter insae geneem word by die kantoor van die Balju, Landdroshof, Sasolburg, asook die kantore van A. V. Theron & Swanepoel, N. J. van der Merwesingel 13, Sasolburg, gedurende kantoorure, en sal ook uitgelees word voor die eiendom opgeveel word.

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

A. V. Theron, vir A. V. Theron & Swanepoel, Posbus 471, Sasolburg.

Saak 2462/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA  
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **United Bank**, Eiser, en **E. M. S. de Beer**, Eerste Verweerder, en **F. J. Pretorius**, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Wesselsbron, op Vrydag, 28 Januarie 1994 om 11:00, van die ondervermelde residensiële eiendom van die eerste Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 82, geleë in die dorp en distrik Wesselsbron, ook bekend as Du Preezstraat 17, Wesselsbron, groot 2 974 (tweeëuisend negehoenderd vier-en-sewentig) vierkante meter, onderworpe aan sekere serwitute en voorwaardes en gehou kragtens Transportakte T9992/1983 geregistreer op 19 September 1983.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n woonhuis bestaande uit ingangsportaal, sitkamer, eetkamer, familiekamer, studeerkamer, kombuis, drie slaapkamers, badkamer/toilet, badkamer/toilet/stort en buitegeboue met bediendekamer, enkelmotorhuis en toilet.

**Terme:** Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju, terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

L. D. Y. Booysen, vir Claud Reid, Prokureur vir Eiser, Sesde Verdieping, Unitedgebou, Maitlandstraat, Bloemfontein.

# OPENBARE VEILINGS, VERKOPE EN TENDERS PUBLIC AUCTIONS, SALES AND TENDERS

## TRANSVAAL

### PUBLIC AUCTION IN RIVIERA, PRETORIA

YARID PROPERTY INVESTMENTS CC, IN LIQUIDATION, MASTER'S REFERENCE T3652/93

PHASE 1 AND 2, BOTH HOUSES TO BE SOLD AT 137 ANNIE BOTHA AVENUE, WITHOUT RESERVE, ON FRIDAY, 21 JANUARY 1994 AT 10:30

Duly instructed by the liquidator, we will hereby sell these properties being Portion 1 of Erf 107, Riviera, and remaining extent of Erf 107, Riviera, better known as 141 and 137 Annie Botha Avenue, Riviera, Pretoria, respectively:

*Phase 1:* 137 Annie Botha Avenue, Riviera, size 1 276 m<sup>2</sup>

*Description:* This charming house with a pleasant garden in front, secured by a wall surrounding the property, comprises of two bedrooms with built-in cupboards, bathroom, lounge, dining-room, kitchen and a laundry-room. Outbuildings include a single garage, servants' quarters, and toilet.

*Phase 2:* 141 Annie Botha Avenue, Riviera, size 1 276 m<sup>2</sup>

*Description:* This cosy house with an entrance hall comprises of two bedrooms, bathroom, guest toilet, lounge, dining-room, kitchen and pantry. Outbuildings include servants' quarters, store-room, single garage and a braai area. It has a large backyard and is secured by a surrounding wall.

*Directions:* On Soutpansberg Road towards town turn right into Parker Street and then left into Annie Botha Avenue.

*View:* By appointment.

*Terms:* A 20% (twenty per cent) deposit (cash or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. there is a 7 day confirmation period.

For further details please contact Aucor: Lisa Sardinha, Hatfield Forum East, 1077 Arcadia Street, Hatfield, Pretoria. Tel: (012) 342-2041, 342-3502/5/11. Fax: (012) 342-2042.

### PUBLIC AUCTION IN PIERRE VAN RYNEVELD PARK, PRETORIA

MAHPROP INVESTMENTS CC, IN LIQUIDATION, MASTER'S REFERENCE T3651/93

TO BE SOLD ON THE PREMISES WITHOUT RESERVE, ON MONDAY, 24 JANUARY 1994 AT 10:30

Duly instructed by the liquidator, we will hereby sell these property being Erf 1535, Pierre van Ryneveld Park Extension 4, better known as 38 Melville Street, Pierre van Ryneveld Park, Pretoria:

*Size:* 1 897 m<sup>2</sup>

*Description:* An immense vacant stand with great potential is situated in a good area, near a lovely park and is surrounded by pleasant scenery.

*Directions:* From Pretoria at the fountains circle take Maria van Riebeeck Road (R21), take Lyttelton/Delmas turn off (R50), turn left towards Delmas, right into Van Ryneveld Avenue, left into Melville Avenue, until Venter Road, on the right.

*View:* Open for viewing.

*Terms:* A 20% (twenty per cent) deposit (cash or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. there is a 7 day confirmation period.

For further details please contact Aucor: Lisa Sardinha, Hatfield Forum East, 1077 Arcadia Street, Hatfield, Pretoria. Tel: (012) 342-2041, 342-3502/5/11. Fax: (012) 342-2042.

### PUBLIC AUCTION IN SPRINGS

IN INSOLVENT ESTATE W. H. AND M. GATHERCOLE, MASTER'S REFERENCE No. T1995A/93

LUXURIOUS HOUSE TO BE SOLD WITHOUT RESERVE, ON THE PREMISES, 26 JANUARY 1994 AT 10:30

Duly instructed by the trustee, we will hereby sell this property, being Erf 446 and 447, Selcourt, better known as 12 Bendigo Street, Selcourt, Springs.

*Size:* 2 960 m<sup>2</sup>

*Description:* This elegant house with a large garden, is entranced through a tiled verandah and comprises of four bedrooms, with built-in cupboards, book racks and heaters, a large bathroom with cupboards, lounge with a fireplace, dining-room with a fireplace, bar with a guest toilet, large kitchen with wooden cupboards, pantry and a large braai area. The house has wooden floors throughout. Outbuildings include a double garage, fully equipped servants' quarters, laundry room and a store-room.

*Directions:* On Nigel North Road, over the train bridge, around the Oppenheimer circle continuing into Nigel South past Coaton Street, turn left into Bendigo Street.

*View:* By appointment.

*Terms:* A 20% (twenty per cent) (cash or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. There is a 7 day confirmation period.

For further details please contact Aucor: Lisa Sardinha, Hatfield Forum East, 1077 Arcadia Street, Hatfield, Pretoria. Tel: (012) 342-2041, 342-3502/5/11. Fax: (012) 342-2042.

### PUBLIC AUCTION IN BRAKPAN

IN THE MATTER OF INSOLVENT ESTATE E. P. L. BOTHA, MASTER'S REFERENCE No. T158/93, TO BE SOLD ON THE PREMISES WITHOUT RESERVE, ON TUESDAY, 25 JANUARY 1994 AT 10:30

Duly instructed by the trustee, we will hereby sell this property being Erf 75, Brakpan, better known as 13 George Avenue, Anzae, Brakpan:

*Size:* 991 m<sup>2</sup>

*Description:* This house entranced through an entrance hall comprises of three bedrooms with built-in cupboards, bathroom, lounge, kitchen with white cabinets and a laundry room. Outbuildings include a single garage, servants' quarters and toilets.

*Directions:* On R50 from Pretoria towards Delmas, turn right onto R51 towards Springs, right at Brakpan, turn off, left into Hospital Street, right into Craven which becomes Voortrekker Street, right into Prince George and then right into George Avenue.

*View:* By appointment.

*Terms:* A 20% (twenty per cent) deposit (cash or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. There is a 7 day confirmation period.

For further details please contact Aucor: Lisa Sardinha, Hatfield Forum East, 1077 Arcadia Street, Hatfield, Pretoria. Tel: (012) 342-2041, 342-3502/5/11. Fax: (012) 342-2042.

### MEYER AFSLAERS BK

(CK91/13027/23)

Insolvente boedelveiling van pragtige ruim drie slaapkamer familie woning plus woonstel te Crystal Park-uitbreiding 3, Benoni.

TEL: (012) 323-7821 OF (012) 45-4835 NA URE

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **M. P. en E. M. Bezuidenhout, Meestersverwysing T2262/93:**

Verkoop ons per publieke veiling onderhewig aan bekragtiging die volgende eiendom:

Erwe 2495 en 2496, geleë te Jacanasingel 3, Crystal Park-uitbreiding 3, Benoni, grootte, 1 043 en 975 vierkante meter.

*Verbeterings:* Drie slaapkamers, twee badkamers, sitkamer, familiekamer, eetkamer, kombuis, plus woonstel, buitetoilet en stoor.

*Plek:* Op die perseel: Jacanasingel 3 Crystal Park-uitbreiding 3, Benoni.

*Datum en tyd:* Dinsdag, 25 Januarie 1994 om 11:00.

*Afslaersnota:* Baie goed geleë naby skole en winkelsentrum.

*Verkoopvoorwaardes:* 10% (tien persent) in kontant of bankgewaarborgde tjek met toeslaan van bod. Waarborg vir die balans binne 30 dae vanaf datum van bekragtiging.

*Besigtiging:* Daaglikse of reël met afslaer.

*Verdere navrae:* Anna van der Watt: Meyer Afslaers/Eiendomsagente. Tel. (012) 323-7821 of (012) 45-4835 na ure. Telefaks (012) 324-5119.

### MEYER AFSLAERS BK

(CK91/13027/23)

TEL. (012) 323-7821 OF (012) 45-4835 NA URE

INSOLVENTE BOEDELVEILING VAN PRAGTIGE EENSLAAPKAMERWOONSTEL TE WONDERBOOM-SUID MET SWEMBAD EN BRAAIGERIEWE

Behoorlik daartoe gelas deur die Voorlopige Kurator in die insolvente boedel **W. Steynberg, Meestersverwysing T4184/93**, verkoop ons per publieke veiling onderhewig aan bekragtiging die volgende eiendom:

Sunhillskema 34, Eenheid 12, Woonstel 22, Zonneheuvel, geleë te Voortrekkersweg, Wonderboom-Suid, Pretoria.

*Grootte:* 63 vierkante meter.

*Verbeterings:* Slaapkamer, sit-/eetkamer, oopplankombuis, badkamer, swembad en braaiarea in kompleks.



*Plek:* Op die perseel: Woonstel 22, Zonneheuvel, Voortrekkersweg, Wonderboom-Suid, Pretoria.

*Datum en tyd:* Donderdag, 20 Januarie 1994 om 11:00.

*Afslaaersnota:* Aandag alle jong getroudes. Netjiese woonstel.

*Verkoopvoorwaardes:* 15% (vyftien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van bod, waarborg vir die balans binne 30 dae vanaf datum van bekragtiging.

*Besigtiging:* Daaglik of reël met afslaer.

*Verdere navrae:* Anna van der Watt: Meyer Afslaaers/Eiendomsagente. Tel. (012) 323-7821 of (012) 45-4835 na ure. Telefaks: (012) 324-5119.

### ALPHA AFSLAERS

#### VEILING IN DIE INSOLVENTE BOEDEL VAN GERT JOHANNES COENRAAD VISSER EN LEIGH-ANN MERLE VISSER

MEESTERSVERWYSING No. T2562/93

In opdrag van die Kurator sal die volgende onroerende eiendom op Vrydag, 21 Januarie 1994 om 10:00, by die perseel verkoop word te Gedeelte 27 van Erf 1079, Fochville, ook bekend as Steynstraat 12, Fochville, groot 1 182 vierkante meter.

*Verbeteringe:* Woonhuis bestaande uit sit-/eetkamer, drie slaapkamers, hoofslaapkamer met vol badkamer, aparte badkamer, moderne kombuis en waskamer. Die buitegeboue bestaan uit 'n enkelmotorhuis.

*Verkoopvoorwaardes:*

1. 'n Kontantdeposito van 15% (vyftien persent) op toeslaan van die bod, en die balans binne 30 (dertig) dae vanaf datum daarvan.

2. Die veiling vind sonder reserwe plaas en is onderhewig aan bekragtiging.

3. Besit en okkupasie asook die risiko in en tot die eiendom sal met bekragtiging op die koper oorgaan.

Alle verdere navrae kan aan mnr. Slabbert by telefoonnommer (01491) 74126 gerig word.

Alpha Afslaaers, Protea 1-gebou, Palladiumstraat, Carletonville.

### PINE KRITZINGER AFSLAERS BK

#### VEILING: INSOLVENTE BOEDEL VAN CHRISTOFFEL RUDOLPH VENTER, HANDELDRYWENDE AS MOTO-MOW PANEELKLOPPERS

In opdrag van die Kurator in die insolvente boedel van **Christoffel Rudolph Venter**, handeldrywende as Moto-Mow Paneelkloppers, Boedelnommer T2717/93, verkoop ons op 20 en 21 Januarie 1994 om 10:00, te Teaklaan 11, Klerkindustria, Klerksdorp, die volgende bates:

'n Groot verskeidenheid paneelkloptoerusting, tweedehandse motoronderdele en -enjins, werkwinkeltoerusting en kantoor-toerusting asook tweedehandse voertuie en nog baie meer.

*Vir nadere besonderhede kontak die Afslaer:* Pine Kritzinger Afslaaers BK. Mnr. Kritzinger/Mnr. Malan/Mev. Thomas/KA 4125. Tel. (018) 462-9550/1.

*Adverteerder en adres:* Van Wyk de Vries, Eerste Verdieping, Momentumsentrum-Wes, Pretoriusstraat 329, Pretoria. (Verw. Mnr. Pelser/AK0633/ML.)

*Datum:* 4 Januarie 1994.

Tel. 320-4643.

### M & J VEILINGS BK

#### IN DIE INSOVENTE BOEDEL VAN D. J. E. RADEMEYER, T2280/93,

Behoorlik gemagtig deur die trustee sal ons verkoop op Dinsdag, 25 Januarie 1994 om 11:00, op die perseel te wete Campionstraat 47, Orkney.

Die eiendom Erf 2157/11, Orkney, groot 1 475 m<sup>2</sup> bestaan uit:

(a) Teëldakwoonhuis; (b) Portaal, sitkamer, eetkamer, TV-kamer; (c) Ontbyt-kamer, kombuis, was- en strykkamer, spens; (d) Drie slaapkamers, studeerkamer; (e) Twee badkamers en toilette; (f) Woonstelgedeelte met sitkamer; (g) Twee slaapkamers, kombuis, badkamer en toilet; (h) Motorhuis vir vier motors; (i) Stoorkamers; (j) Swembad.

*Voorwaardes:* 15% (vyftien persent) deposito op dag van veiling by toeslaan van bod en die balans binne 30 dae daarna.

Vir verdere besonderhede kontak die Vendumeesters Sakkie/Gerdard Maré te M & J Veilings. Posbus 444, Groenkloof, Pretoria, 0027. [Tel. (012) 346-2457.] (Fax. 466184.)

M & J Veilings, Posbus 444, Groenkloof, Pretoria, 0027. 6 Januarie 1994. [Tel. (012) 346-2457.]

**VERED PUBLIC AUCTION****ROBOCK INVESTMENTS CC****MASTER'S REFERENCE T3278/93****IN LIQUIDATION**

Instructed by the Liquidator in the above matter we will sell by public auction Portion 1 of Stand 125 Apex Extension 3, Benoni, measuring 1 250 square metres, on the corner of Belfast Street and Apex Road West, Apex Industrial Sites, Benoni.

A single storey, face brick building consisting of reception, four offices, bathroom and kitchen, workshop area of approximately 780 square metres, double carport and parking for eight cars.

*Conditions:* The property will be sold to the highest accepted bidder subject to confirmation by the liquidator.

*Terms:* 15% (fifteen per cent) deposit in cash or bank-guaranteed cheque on the fall of the hammer, the balance by approved guarantees within 30 days.

*Viewing:* Any time during normal business hours. Security in attendance.

*Date of sale:* Tuesday, 25 January 1994 at 12:00, at the property.

For further information and to view please phone the auctioneers, Vered. [Tel. (011) 646-5432.] [Fax. (011) 486-1618.]

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. 4 January 1994. [Tel. (011) 646-5432.]

**VERED PUBLIC AUCTION****FLEURHOF DEVELOPMENT CO. (PTY) LTD****MASTER'S REFERENCE T2414/92****IN LIQUIDATION**

Instructed by the Liquidator in the above matter we will sell by public auction remainder of Erf 215, Fleurhof, Roodepoort, situated in Winze Drive, Fleurhof, Roodepoort.

A vacant site of 2 001 square metres, zoned business 2, which is fully reticulated.

*Conditions:* The property will be sold to the highest accepted bidder subject to confirmation by the liquidator.

*Terms:* 15% (fifteen per cent) deposit in cash or bank-certified cheque immediately and the balance by approved guarantees within 30 days.

*Date of sale:* Thursday, 3 February 1994 at 11:00, at the site.

For further information and to view please phone the auctioneers, Vered. [Tel. (011) 646-5432.] [Fax (011) 486-1618.]

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. 4 January 1994. [Tel. (011) 646-5432.]

**VERED PUBLIC AUCTION****INSOLVENT ESTATE E. C. RAATH****MASTER'S REFERENCE T3776/93**

Instructed by the Trustee in the above matter we will sell by public auction Stand 62 R.E. Linden, Johannesburg, being 133 Eighth Street, Linden.

A single-storey three-bedroomed house plus self-contained flatlet.

*Conditions:* The property will be sold to the highest accepted bidder, subject to confirmation by the Trustee.

*Terms:* 15% (fifteen per cent) deposit in cash or bank-certified cheque immediately, the balance by approved guarantees within 30 days.

*Viewing:* The property can be viewed on Sunday, 16 January 1994, between 11:00 and 13:30 or by arrangement with the auctioneer.

*Date of sale:* Wednesday, 26 January 1994 at 12:00, at the property, 113 Eighth Street, Linden.

For further information and to view please phone the auctioneers, Vered. [Tel. (011) 646-5432.] [Fax (011) 486-1618.]

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. 4 January 1994. [Tel. (011) 646-5432.]

**VERED PUBLIC AUCTION****INTEGRATED VISUAL COMMUNICATIONS PROPERTIES CC****MASTER'S REFERENCE T2393/93****(IN LIQUIDATION)**

Instructed by the Liquidator in the above matter we will sell by public auction Sections 29 and 31 Villa Valencia Office Park, ground floor offices.

Each section measuring 216 square metres and has four parking bays, plus there are additional visitors' bays.

*Conditions:* The property will be sold to the highest accepted bidder subject to confirmation by the liquidator.

*Terms:* 15% (fifteen per cent) deposit in cash or bank certified cheque immediately, the balance by approved guarantees within 30 days.

*Viewing:* The properties can be viewed during normal business hours or by arrangement with the auctioneer.

*Date of sale:* Friday, 28 January 1994 at 12:00 at 29 Villa Valencia Office Park, corner of Monument Road and Anemoon Street, Glen Marais, Kempton Park.

For further information and to view please phone the auctioneers, Vered. [Tel. (011) 646-5432.] [Fax (011) 486-1618.]

Vered Auctioneers, P.O. Box 842, Greenside, 2034. 3 January 1994. [Tel. (011) 646-5432.]

### VERED PUBLIC AUCTION

#### INSOLVENT ESTATE Dr. K. E. BRUINETTE

#### MASTER'S REFERENCE T3966/93

#### GOEDEHOOP SIJFERFONTEIN (PTY) LTD

Instructed by the Trustee in the above matter we will sell by public auction Erven 183, Portion 1 and Portion 2, and Erf 72, Portion 1, in the Township of Athol, District of Sandton, situated at the corner of East Avenue and Forrest Road, and Riverside Road, Athol, Sandton.

An outstanding north-facing home situated in the most sought-after area, with extensive outbuildings.

*Conditions:* The property will be sold to the highest accepted bidder, subject to confirmation by the Trustee.

*Terms:* 15% (fifteen per cent) deposit in cash or bank-certified cheque immediately and the balance by approved guarantees within 30 days.

*Viewing:* The property can be viewed on Sunday, 16 January 1994 and on Sunday, 23 January 1994, between 10:00 and 16:00, or by arrangement with the auctioneer.

*Date of sale:* Thursday, 27 January 1994 at 12:00, at the property.

For further information and to view please phone the auctioneers, Vered. [Tel. (011) 646-5432.] [Fax (011) 486-1618.]

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. 3 January 1994. [Tel. (011) 646-5432.]

### VERED PUBLIC AUCTION

#### INSOLVENT ESTATES AND COMPANIES/CC IN LIQUIDATION

J. HEUNIS (REF. T4057/93), M. J. KOEKEMOOR (REF. T2170/93), W. J. BOUWER (REF. T3187/93), A. ADAMS (REF. T1717/93), P. A. ERASMUS (REF. T3394/93), C. V. M. MAKELAARS CC (T2134/93), PLASTCO CC (REF. T776/93), FILE MANAGEMENT SERVICES (PTY) LTD (REF. T1525/93), TAILI INDUSTRIAL (PTY) LTD (T3663/93)

Instructed by the Liquidators and Trustees in the above matter we sell by public auction:

Medical equipment, X-ray machines, ultra sound machines, lung function machine, motor vehicles, motor cycle, computer equipment, ski-boat, moulds for injection moulding and more terms cash or bank-certified cheque only: VAT will be added.

*Date of sale:* Thursday, 20 January 1994 at 10:30, at Nedfin Bank Warehouse, 221 Main Road, Martindale, Johannesburg.

View anytime during the day.

For further information and to view please phone the auctioneers Vered. [Tel. (011) 646-5432.] [Fax (011) 486-1618.]

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. 6 January 1994. [Tel. (011) 646-5432.]

### LIBRA AFSLAERS

#### INSOLVENTE BOEDELVEILING RYNFIELD—BENONI

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel van A. J. Wegkamp, Meestersverw. T706/93, sal ons die volgende eiendom vir verkoping aanbied op die perseel op Donderdag, 27 Januarie 1994 om 12:30:

*Sekere:* Erf 1069, Rynfield, Benoni, ook bekend as Honiballstraat 72, Rynfield, Benoni, grootte van Erf 1 983 vierkante meter.

*Verbeterings:* Teëldak drieslaapkamerwoonhuis met swembad, bestaan verder uit sitkamer, eetkamer, ingangsportaal, gang, twee badkamers, motorhuis en kombuis. Bediendekamer met toilet. Betonmure omring die netjiese erf.

*Verkoopvoorwaardes:* 20% (twintig persent) deposito van die koopprys in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Balans van koopprys binne 21 dae na datum van bekragtiging. Verdere verkoopvoorwaardes sal uitgelees word voor die toeslaan van die bod.

*Afslaersnota:* Die aea waar u graag wil woon teen die prys wat u kan betaal! Moet die veiling nie misloop nie!

*Besigtiging en navrae:* Libra Afslaers. [Tel. (011) 674-2336 of 674-2595.]



**LIBRA AFSLAERS****INSOLVENTE BOEDELVEILING KLEINHOEWE—RYNFELD, LANDBOUHOEWES—BENONI**

Behoorlik daartoe gelas deur die kurator in die insolvente boedel van J. A. en A. Collin, Meesters Verw. T4097/93, sal ons die volgende eiendom vir verkoping aanbied op die perseel op Donderdag, 27 Januarie 1994 om 11:00:

*Sekere:* Erf 262, Rynfield-landbouhoewes, ook bekend as Swallowweg 262, Rynfield-landbouhoewes, grootte 2 272 vierkante meter.

*Beskrywing:* Steenkonstruksie teëldakhuis met twee slaapkamers, gang, groot sitkamer, eetkamer, familiekamer, badkamer met aparte toilet. Derde slaapkamer is omskep in woonstel met kombuis en badkamer. Bediendekamer en toilet. Stoor, swembad, dubbel motorafdak, boorgat met elektrise pomp, ens.

*Verkoopvoorwaardes:* 20% (twintig persent) deposito van die koopprys in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Balans binne 21 dae na bekragtiging van die kurator. Verdere verkoopvoorwaardes sal uitgelees word voor die toeslaan van die bod.

*Afslasnota:* Hoewe is geleë in 'n goeie area naby hospitaal. Ideale koop vir die klein boer. Hiedie veiling word sterk aanbeveel.

*Besigtiging:* Deur afspraak met die afslasers. [Tel. (011) 674-2336.]

**LIBRA AFSLAERS****INSOLVENTE BOEDELVEILING—EIENDOM KENSINGTON—JOHANNESBURG**

In opdrag van die Kurator in die insolvente boedel van S. D. Owens, Meestersverw. T3206/93, verkoop ons die ondergenoemde eiendom per openbare veiling by die perseel op Dinsdag, 25 Januarie 1994 om 11:00:

*Eiendom:* Devonweg 22, Kensington, Johannesburg: Erwe 7585, 7588, 7585 en 7590.

*Beskrywing:* Ruim woning met swembad, bediendekamer, woonstel en netjiese tuin. Grootte is 1 980 vierkante meter.

*Verkorte verkoopvoorwaardes:* 20% (twintig persent) deposito van die koopprys in kontant of bankgewaarborgde tjek met die toeslaan van die bod, balans van koopprys verseker te word by wyse van 'n bankiers waarborg binne 21 dae na datum van veiling.

*Besigtiging:* Deur afspraak met die afslasers.

*Afslasnota:* Ideale koop! Drie erwe nog onbebou ideaal vir ontwikkeling. Loopafstand naby geriewe, ens.

*Navrae:* Libra Afslasers, mnr. Bezuidenhout. [Tel. (011) 674-2336 of 674-2595.]

*Trident Afslasers, mnr. Bolten.* [Tel. (011) 888-6071.]

**BERNARDI AUCTIONEERS/APPRAISERS/ESTATE AGENTS****INSOLVENT ESTATE AUCTION**

Favoured with instruction by the trustee in the insolvent estate of J. S. & P. M. Meyer T3715/93, we will sell by public auction:

Erf 213, better known as 109 Sabie Avenue, Sinoville, Pretoria, in extent 996 m<sup>2</sup>, with improvements comprising:

Three bedrooms, two bathrooms, mes, lounge, dining-room, fitted kitchen, garage, servants' quarters, pool, security walled and gated.

To be sold on site 109 Sabie Avenue, Sinoville, on Friday, 28 January 1994 at 14:00.

*Show viewing:* Sunday, 16 and 23 January from 11:00 to 17:00.

*Terms:* 10% (ten per cent) deposit plus 3,42% (three comma four two per cent) buyers commission, on fall of the hammer, balance within 30 days of acceptance.

Bernardi Auctioneers/Appraisers/Estate Agents, 155 Glyn Street, Colbyn, Pretoria. [Tel. (012) 43-6914/5.] [Fax (012) 43-6794.] We lead other follow.

**BERNARDI AUCTIONEERS/APPRAISERS/ESTATE AGENTS**

Favoured with instructions by the trustee in the insolvent estate R. J. Swart, T4348/93, we will sell by public auction, comfortable well designed Wonderboom family home.

Being Erf 386, Wonderboom, known as 90 Pendoring Avenue, Wonderboom, Pretoria, in extent 1 530m<sup>2</sup> with improvements comprising.

Four bedrooms, mes, two bathrooms, lounge, dining-room, family room, music room, bar, fitted kitchen, pantry, scullery and laundry, extent of improvements 272m<sup>2</sup>.

*Outbuildings:* Double lock-up garage, flatlet, double servant's complex and carport.

Sparkling pool, lapa, established garden, equipped bore hole, security walled.

*To be sold on site:* 90 Pendoring Avenue, Wonderboom, Pretoria, on Friday, 28 January 1994 at 11:00.

*Show viewing:* Sunday, 16 and 23 January from 11:00 to 17:00.

*Terms:* 10% (ten per cent) deposit plus 3,42% (three comma four two per cent) buyer commission on fall of the hammer, balance with 30 days from date of confirmation.

Bernardi Auctioneers/Appraisers/Estate Agents, 155 Glyn Street, Colbyn. [Tel. (012) 43-6914/5.] We lead others follow.

**PETER WILLIAMS AUCTIONEERING & PROPERTY SERVICES (PTY) LTD**

Liquidation sale of well-situated commercial building, Commissioner Street, Boksburg, and office furniture and equipment.

Duly instructed thereto as set out hereunder, we will sell, on Friday, 28 January 1994 at 10:00, on the spot, i.e. 251 Commissioner Street, Boksburg, the undermentioned:

1. Insolvent Estate G. Christodoulou (Master's Reference T3566/93): Erf 514, Boksburg, measuring 500 square metres, being 251 Commissioner Street.

Improvements consist of a single storey commercial building divided into two separate units, one presently being used as a shoe store, consisting of showroom with adjoining storage area, and toilet and kitchen facilities. The second unit was used as an estate agency, and consists of a reception area with adjoining managers' office, eight further offices, kitchen and toilet facilities, basement used as a boardroom, together with eight small office cubicles.

*Auctioneer's note:* This property is well-situated just off the central shopping area and is suitable for retail sales, estate agency or insurance offices etc.

2. Interland Construction CC, in liquidation (Master's Reference T3563/93).

A large quantity of office furniture, including desks, office, reception and executive chairs, credenzas, four-drawer filing cabinets, office safes, boardroom table and eight chairs, stationery cabinets, etc. Office equipment including Nashua fax, Plessey Gemini telephone exchange, Fujitsu printer, Canon photocopier, etc. Honda delivery motorcycle.

*Viewing:* Property: By appointment. Movables: From Wednesday, 26 January 1994 between 09:00 and 16:00 daily.

*Terms:* Property: 15% (fifteen per cent) deposit on day of sale and balance within 30 days.

*For further details:* Contact the auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. [Tel. (012) 335-2931/2.]

**PETER WILLIAMS AUCTIONEER & PROPERTY SERVICES (PTY) LTD**

Important liquidation sale of 1992 Opel Monza GSi, 1990 Toyota Corolla 16V GL, 1988 Toyota Cressida GLE 2.4, large quantity of heavy-duty and other steel shelving, clark 1½-ton electric forklift, skinpack sealing machine, also large quantity of office furniture, including Blackwood Boardroom Table, etc.

Duly instructed thereto by the liquidator of Ballantines (Pty) Ltd, in liquidation (Master's Reference T3143/93), we will sell, on Wednesday, 19 January 1994 at 10:00, on the spot, i.e. 376 Pretorius Street, Pretoria, the undermentioned items:

A. 1992 Opel Monza GSi, 1990 Toyota Corolla 16V GL, 1988 Toyota Cressida GLE 2.4.

B. Clark Model TM15 1½-ton electric forklift with battery charger (good condition), Levy & Smith Skinpack machine (as new), Ridgid threading machine, Avery 525 kg platform scale, Holpak compressor, pallet trolleys, gas filling equipment.

C. A substantial quantity of heavy-duty interlocking steel shelving. Single and double-sided steel shelving in good condition. Gondola display shelving. A selection of counters, display units, etc.

D. A large quantity of office furniture, including Blackwood boardroom table with 9 riempie chairs, sleeperwood bar with stools, desks, office, typists' and reception chairs, filing and stationery cabinets, bookcases, tables, etc. etc.

Nestlé vending machine, Amano card timeclock, Ideal paper shredder, Sanyo cash registers, Hermes typewriter, etc.

*Auctioneer's note:* It is seldom that we are privileged to offer office furniture and shelving in such large quantities. The equipment is also in good condition.

*Viewing:* 13, 14, 17 and 18 January 1994 from 09:00 to 16:00 daily.

*Terms:* Strictly bank-guaranteed cheques, or cash. A refundable registration deposit of R1 000 will be payable.

*For further details:* Contact the auctioneers, Peter Williams Auctioneer & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. [Tel. (012) 335-2931/2.]

**PLAAS TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, ZEERUST, op 4 Februarie 1994 om 10:00, voor die Landdroskantoor te ZEERUST, die ondergemelde eiendom by publieke veiling verkoop:—

GEDEELTE 1 van die plaas TWYFELHOEK 62,

Registrasie Afdeling J.O., TRANSVAAL;

GROOT: 646,1693 hektaar

Blykens Akte van Transport T43202/1989

in die naam van PIETER CRONJE SCOTT

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendom:

37 km wes van Zeerust

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:

2 Woonhuise, toegeboorde stoor, oop stoor. Veekeerend omhein. 3 Boorgate en 2 sementdamme.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendom soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van rentensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bod moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

- (a) Minstens een-tiende van die koopprijs
- (b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)
- (c) Alle koste in verband met die verkoping wat insluit advertensiekoste.
- (d) BTW indien van toepassing, dit is 14% op die volle koopprijs;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkoms, bewoningsregte, koop-ooreenkoms 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: AJAB 02839 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 6 Januarie 1994.

#### PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, WOLMARANSSTAD op 2 Februarie 1994 om 10:00, voor die Landdroskantoor te WOLMARANSSTAD die ondergemelde eiendom by publieke veiling verkoop:—

GEDEELTE 10 ('n gedeelte van Gedeelte 2) van die plaas RUSTKRAAL 129,

Registrasie Afdeling H.P., Transvaal;

GROOT: 657,7846 hektaar

Blykens Akte van Transport T50510/1989

in die naam van HERMANUS JACOBUS KRIEL

Ligging van hierdie eiendom:—

28 km suid van Makwassie

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, rondawel, motorhuis, klipstoor en 2 kuilvoertorings. Veakerend omhein en verdeel in kampe. 2 Boorgate, 3 sementdamme en 2 krippe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendom 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 eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bod moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

- (a) Minstens een-tiende van die koopprijs
- (b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)
- (c) Alle koste in verband met die verkoping wat insluit advertensiekoste.
- (d) BTW indien van toepassing, dit is 14% op die volle koopprijs.

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkoms, bewoningsregte, koop-ooreenkoms en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AHAG 02450 07G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 6 Januarie 1994.



**CAHI AUCTIONEERS****INSOLVENT ESTATE AUCTION ONE AND A HALF BEDROOM FLAT WONDERBOOM SOUTH, PRETORIA**

Duly instructed by the trustee in the insolvent estate M. Oosthuizen, Master's Reference T3622/93, we will sell Wednesday, 26 January 1994 at 11:00, Flat 1, Zonneheuwel, 976 Voortrekkers Road, Wonderboom South, Pretoria.

One and a half bedroom flat, open plan kitchen. Spacious lounge leading out onto balcony, full bathroom lock-up garage.

View by appointment.

**Terms:** 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-guarantee cheques only). Balance within 30 days after confirmation.

For further info contact Greg or Ronel of Cah Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax (012) 324-2215.]

**BRIAN BOLTON AUCTIONEER****CONSTRUCTION PLANT AND VEHICLES****DENMAC CIVILS (BOP) (PTY) LTD (IN LIQUIDATION)**

Duly instructed by the Provisional Liquidator in the above matter, Master's Reference T3987/93, we will sell by public auction without reserve to the highest bidder at the premises being Brons Road, Rustenburg Industrial Rustenburg, on Thursday, 20 January 1994 at 10:30.

**Plant and machinery:** Turner Morris concrete mixers, dump trucks, Bomag Buffalo 10 ton roller, Thames Trader 6 000 litre water tanker, Robin plate compactor, Transarc welding machine, Ian Dickie pressure tester, Puma compressor, Air drills, Turner Morris concrete vibrator, lot scrap iron, two-way radios, large bore UPVC piping, steel channel and many more items.

**Vehicles:** Mercedes Benz 1113 flatbed dropside with 6 ton Pesci hydraulic hoist, Dodge 6 cu mt tipper, Toyota Hi Ace, Isuzu SWB LDV's, Mercedes Benz 280SE 1985.

**Office furniture:** Desks, chairs, filing cabinets etc.

**Viewing:** 19 January 1994 from 09:00 to 16:00.

**Terms:** R2 000 deposit (refundable) in cash or bank-guarantee cheque, balance in cash or bank-guaranteed cheque. Please note that no exceptions will be permitted.

**Directions:** Take the Swartruggens Road (van Staden Street) from Rustenburg centre and follow pointers to Brons Road.

For further information please contact the auctioneer, Brian Bolton at (011) 782-6739 or 888-6071.

**TRAKMAN'S AUCTION SALES**

Instructed thereto by the Liquidator of H. W. Haberdashery Wholesalers (Pty) Ltd, in liquidation, Master's Ref. T900/93. We will sell the assets at the premises of Martin's Transport 48 Rietspruit, Kliprivier, on Tuesday, 25 January 1994 at 10:30.

**Terms:** Cash. [Tel. (011) 614-7135.]

Trakman's Auctioneers (Pty) Ltd, P.O. Box 52544, Troyeville, 2139.

**KAAP • CAPE****PLASE TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Vryburg, op 4 Februarie 1994 om 10:00, voor die Landdroskantoor te Vryburg, die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 2 (PERSENT) van die plaas BONTBOK 259

GELEË in die Afdeling Mafeking

GROOT 407,1710 hektaar

Eiendom (1) Blykens Akte van Transport T989/1953

(2) Gedeelte 21 (VRYWILLIG) van die plaas KINDE ESTATE nr 269

GELEË in die Afdeling van Mafeking

GROOT 578,1591 hektaar

Eiendom (2) Blykens Grondbrief 47/1969

in die naam van GOTTLIEB CHRISTIAAN RUDOLPH VAN ZYL

Ligging van hierdie eiendomme:

43 km noordwes van Stella

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:

Woonhuis, enjinkamer, waskamer, koelkamer, implementestoor, stoor, voerkrippe, melkstal, gereedskapstoor, ou woonhuis, kuilvoertoring, 8 arbeidershuise en spuitkrale. Veekerend omhein en verdeel in kampe. 4 Boorgate.

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% Afslaaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkoms, bewoningsregte, koop-ooreenkoms 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: DGA 00714 05G 06G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 5 Januarie 1994.

#### PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Steynsburg, op 4 Februarie 1994 om 10:00, voor die Landdroskantoor te Steynsburg, die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 17 ('n gedeelte van Gedeelte 9) van die plaas GROOTE VALLEI nr. 70, in die Afdeling Steynsburg  
GROOT: 5,9961 hektaar

(2) Gedeelte 15 ('n gedeelte van Gedeelte 8) van die plaas RUIGTE VALLEY nr. 92, in die Afdeling Steynsburg  
GROOT: 143,3987 hektaar

(3) Restant van Gedeelte 5 (VOORSPOED) van die Plaas nr. 91, in die Afdeling Steynsburg  
GROOT: 403,2831 hektaar

(4) Gedeelte 19 ('n gedeelte van Gedeelte 9) van die plaas GROOTE VALLEI nr. 70, in die Afdeling Steynsburg  
GROOT: 420,4123 hektaar

(± 1,7388 hektaar van eiendom (4) onteien deur die Provinsiale Administrasie van die Kaap)

(5) Gedeelte 14 ('n gedeelte van Gedeelte 12) van die plaas DE POORT nr. 73, in die Afdeling Steynsburg  
GROOT 521,6922 hektaar

(6) Restant van Gedeelte 12 ('n gedeelte van Gedeelte 19) van die plaas DE POORT nr. 73, in die Afdeling Steynsburg  
GROOT: 1 040,2756 hektaar

(± 1,1563 hektaar van eiendom (6) onteien deur die Provinsiale Administrasie van die Kaap)

Eiendomme (1) tot (6) blykens Akte van Transport T2630/1979

in die naam van GERHARDUS LOURENS DE KOCK

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:

3 km suidoos van Steynsburg

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:

Eiendom (1) tot (6): Woonhuis, motorhuis, skeerskuur, stoorkamers, werkswinkel en melkstal, lusernskuur, implemente-skuur en 4 arbeidershuise. Jakkalsproef omhein en verdeel in kampe. 14 Boorgate, 12 sementdamme, 25 drinkbakke en 5 gronddamme.

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 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, 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: DCAX 02159 02G 06G 08G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 6 Januarie 1994.

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## NATAL

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### ZULULAND AUCTIONEERS

#### INSOLVENT ESTATE SALE OF MOVABLE ASSETS, VRYHEID

Duly instructed thereto by the Executor, **Andries Jonathan Lategan Geyser**, in the insolvent estate of **Johannes Hermanus Gunter, Master's Reference No. N430/93**, we will sell, subject to confirmation, on 20 January 1994 at 11:00 on the spot, i.e. at 36 Uitlander Street, Vryheid, the goods mentioned herein.

*Quantity description:* Dining-room, table and chairs, Kelvinator Tumble Dryer, Whirlpool Fridge, National Microwave oven, wall display cabinet, couch and two chairs, coffee table and loose mat, riempies bench, three easy chairs, Tempest stereo radio and Sony cassette, Ocean Deep Freeze, 1/4 snooker table, single bed, two double beds, two dressing tables and cupboards, telephone table, 6.35 mm P Beretta Mod 950 E, 12 Bore Standard Shot Gun, B.S.A. 22 Long rifle, Falke Pellet Gun, 30.06 Rifle and Scope.

*For further details:* Contact the auctioneer, Mr Kruger, the Auctioneer, at Zululand Auctioners, 107 TML House, Union Street, Empangeni (Telephone No. (0351) 924082.)

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## ORANJE-VRYSTAAT ORANGE FREE STATE

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### PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Ficksburgh, op 4 Februarie 1994 om 10:00, voor die Landdroskantoor te Ficksburgh, die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die plaas DONSIDE 109, distrik Ficksburg

GROOT: 551,8493 hektaar

Eiendom (1) Blykens Akte van Transport T12322/1980

(2) Die restant van die plaas RIVERLAND 935, distrik Ficksburg

GROOT: 182,9969 hektaar

(3) Die plaas CALEDONSDRIFT 110, distrik Ficksburg

GROOT: 197,3721 hektaar

Eiendom (2) en (3) Blykens Akte van Transport T12104/1981

in die naam van GERRIT STEPHANUS PRETORIUS



Ligging van hierdie eiendomme:

25 km noordoos van Ficksburg

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:

*Eiendom (1):* Woonhuis, skuur, buitegeboue, 4 afdakke, koeistal, stoor en woonstel. Veekerend omhein en verdeel in kampe. Boorgat, reservoir, 6 gronddamme, 6 fonteine en spruit. Caledonrivier.

*Eiendom (2) en (3):* Woonhuis, 2 rondawels, winkelgebou, 2 store, perdestalle, motorhuis, buitegeboue en koeistal. Veekerend omhein en verdeel in kampe.

Boorgat, 2 tenks, 4 fonteine en spruit. Caledonrivier.

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 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, 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: BAAC 02681 01G 03G 04G 05G 07G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 6 Januarie 1994.

# 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.*


Help om ons land, Suid-Afrika,  
skoon te hou!



Please keep our country, South  
Africa, clean!



**Werk mooi daarmee**

**Ons leef  daarvan**

***water is kosbaar***

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**Use it**

**Don't abuse  it**

***water is for everybody***

# WARNING

**Possession of  
illegal weapons  
could condemn  
you to:**

**UP TO 25 YEARS IN JAIL,  
COMMUNITY AND  
FAMILY REJECTION**

**PLEASE  
HAND IT IN**

*For the sake of your community*

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## INHOUDSOPGAWE

### WETLIKE KENNISGEWINGS

|  | <i>Bladsy</i> |
|--|---------------|
| GEREGTELIKE EN ANDER OPENBARE VERKOPE..... | 9             |
| Geregtelike verkope:                       |               |
| Provinsies: Transvaal.....                 | 9             |
| Kaap.....                                  | 80            |
| Natal.....                                 | 114           |
| Oranje-Vrystaat.....                       | 129           |
| Openbare veilings, verkope en tenders..... | 135           |

---



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## TABLE OF CONTENTS

### LEGAL NOTICES

|   | <i>Page</i> |
|---|-------------|
| SALES IN EXECUTION AND OTHER PUBLIC SALES ..... | 9           |
| Sales in execution:                             |             |
| Provinces: Transvaal.....                       | 9           |
| Cape.....                                       | 80          |
| Natal.....                                      | 114         |
| Orange Free State.....                          | 129         |
| Public auctions, sales and tenders .....        | 135         |

---



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# 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***