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Staatskoerant Government Gazette

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JANUARY

No. 15430

***WETLIKE
KENNISGEWINGS***

***LEGAL
NOTICES***

B

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

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

(INWERKINGTREDING: 1 JUNIE 1993)

LYS VAN VASTE TARIEWE

Gestandaardiseerde kennisgewings

*Tarief per
plasing*

R

BESIGHEIDSKENNISGEWINGS	26,80
BOEDELWETTEKENNISGEWINGS: Vorms J 297, J 295, J 193 en J 187	11,20
INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS: Vorms J 28, J 29 en Vorms 1 tot 9	22,50

L.W.: Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toegevoeg tot die basiese tarief.

ONOPGEËISTE GELDE —slegs in die buitengewone <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag")	6,60
VERLORE LEWENSVERSEKERINGSPOLISSE: Vorm VL	13,50

Nie-gestandaardiseerde kennisgewings

DRANKLISENSIE-KENNISGEWINGS in buitengewone *Staatskoerant*:

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

GEREGTELIKE EN ANDER OPENBARE VERKOPE:

Geregtelike verkope	102,80
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Openbare veilings, verkope en tenders:

Tot 75 woorde	31,30
76 tot 250 woorde	80,50
251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)	129,70

LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS	40,30
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MAATSKAPPYKENNISGEWINGS:

Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidaties, 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 likwidaties	178,80

ORDERS VAN DIE HOF:

Voorlopige en finale likwidaties 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 keerdatum	22,50
Tersydestelling en afwysings van aansoeke (J 158)	22,50

LIST OF FIXED TARIFF RATES AND

CONDITIONS

FOR PUBLICATION OF LEGAL NOTICES IN THE GOVERNMENT GAZETTE

(COMMENCEMENT: 1 JUNE 1993)

LIST OF FIXED TARIFF RATES

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

WOORDETAL-TABEL

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

WORD COUNT TABLE

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

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

VOORWAARDES VIR PUBLIKASIE CONDITIONS FOR PUBLICATION

SLUITINGSTYDE VIR DIE AANNAME VAN KENNISGEWINGS

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

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

AANSPREEKLIKHEID VAN ADVERTEERDER

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

LIABILITY OF ADVERTISER

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

KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

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

COPY

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

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

- (1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

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

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

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

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

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

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

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

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

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

before publication.

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

The following stamps are not acceptable:

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

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

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

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

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

BEWYS VAN PUBLIKASIE

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

PROOF OF PUBLICATION

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

Belangrike Kennisgewing

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

Important Notice

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

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

GEREGTELIKE VERKOPE • SALES IN EXECUTION

TRANSVAAL

Case 8868/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mvuselelo Walter Mdakane**, First Defendant, and
Josephina Mdakane, Second Defendant

On 4 February 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 1449, Vosloorus Extension 2, Registration Division IR, Transvaal, situated at 1449 Vosloorus Extension 2, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H566.)

Case 8932/89

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tshukudu Piet Mokwena**, First Defendant, and
Elizabeth Nomasonto Mokwena, Second Defendant

On 4 February 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 324, Vosloorus Extension 8, Registration Division IR, Transvaal, situated at 324 Vosloorus Extension 8, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/HS3725.)

Case 9407/90

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Simon Jabulani Myeni**, First Defendant, and **Esther Myeni**, Second Defendant

On 4 February 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 731, Mabuya Park Township, Registration Division IR, Transvaal, situated at Erf 731, Mabuya Park Township, 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 4th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/HS3841.)

Saak 21818/93

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Eerste Nasionale Bank Beperk**, Eiser, en **Alfred George Smith**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Johannesburg, en 'n lasbrief vir eksekusie gedateer 20 Augustus 1993, sal die volgende eiendom in eksekusie verkoop word te Beaconsfieldlaan 41A, Vereeniging, op 11 Februarie 1994 om 10:00, aan die hoogste bieder naamlik:

Erf 575, Ennerdale-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 350 (driehonderd-en-vyftig) vierkante meter, gehou kragtens Transportakte T17103/92, ook bekend as Taurusstraat 93-uitbreiding 1, Ennerdale.

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

Hoofgebou: Enkelverdieping, steen met teëldak, sitkamer, vier slaapkamers, badkamer en kombuis.

Buitegeboue: Motorafdek.

Titelakte voorwaarde: Streng vir woningdoeleindes alleenlik.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, verseker te word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 15 (vyftien) dae na datum van verkoping.

Die verkoopvoorwaardes mag gedurende kantoorure te kantore van die Balju vir Vereeniging ondersoek word.

Gedateer te Johannesburg op 4 Januarie 1994.

Brian Alberts & Vennote, Eerste Verdieping, Protea Sentrum, hoek van High- en Fortunastraat, Brixton. (Verw. mev. Alberts JAA 220/92B.)

Case 2247/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Alida Johanna Visser**, First Defendant, and **Johan Visser**, Second Defendant

On Wednesday, 16 February 1993 at 10:00, a public auction sale will be held at the undermentioned property that will be sold by the Sheriff, Alberton, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain Portion 27 of Erf 1088, Meyersdal Extension 2, Registration Division IR, Transvaal, measuring 1 052 (one thousand and fifty-two) square metres, known as 8 Homeria Avenue, Meyersdal, Extension 2, Alberton.

The property has been improved by the erection of a dwelling-house and the usual outbuildings (these improvements are not warranted).

Salient terms:

1. The property will be sold without reserve by way of public auction and the sale shall be subject to the provisions of the Magistrates' Courts Act and rules, the conditions of the deed of transfer and further subject to the conditions as sale referred to in paragraph three infra.

2. 10% (ten per centum) of the purchase price and auctioneers commission shall be paid at the sale in cash or by means of a bank-guaranteed cheque and the balance plus interest is payable or must be guaranteed to the Sheriff by an approved bank, building society or any other acceptable guarantee within 21 (twenty-one) days from date of sale.

3. The complete conditions of sale can be perused at the offices of the Sheriff of the Magistrate's Court at Alberton, at Johria Hof, Du Plessis Street, Alberton.

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

L. C. Mansfield, for Badenhorst & Malan, Second Floor, Stats Building, Fore Street, New Redruth, Alberton. (Tel. 907-2121/2.) [Ref. LCM/CE/N93/93(7670).]

Saak 6315/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eiser, en **Gedeelte 18 Erf 48 Potchefstroom BK** (Reg. No. 88/34590/23), Verweerder

Ingevolge 'n vonnis in bogemelde saak in bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 6 Oktober 1993, sal die volgende eiendom per geregtelike veiling verkoop word voor die Landdroskantoor, Van Riebeeckstraat, Potchefstroom, aan die hoogste bieder, op 4 Februarie 1994 om 10:00, naamlik:

Gedeelte 18 ('n gedeelte van Gedeelte 1) van Erf 48, geleë in die dorp Potchefstroom, Registrasieafdeling IQ, Transvaal, groot 925 (negehonderd vyf-en-twintig) vierkante meter, sonder om dit enigszins te waarborg is bogemelde eiendom verbeter met 'n woonhuis bestaande uit portaal, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet.

Buitegeboue bestaande uit motorhuis, toilet en 'n stoorkamer.

Bogenoemde eiendom word tans gebruik as 'n kantoor en is geleë te Van der Bentstraat 15, Potchefstroom.

Die belangrikste voorwaardes van verkoop is:

1. Die eiendom sal deur die Balju van die Landdroshof, Potchefstroom, aan die hoogste bieder verkoop word onderhewig aan reserwe van R99 000.

2. Die koper moet 10% (tien persent) van die koopprijs in kontant betaal op die dag van verkoping aan die Balju van die Landdroshof, Potchefstroom. Die balans koopsom moet gewaarborg word deur 'n bank by betaalbaar by registrasie van die eiendom in die naam van die koper, welke gemelde waarborg gelewer moet word binne 30 (dertig) dae vanaf datum van verkoping en moet gelewer word aan die Balju van die Landdroshof, Potchefstroom.

Die verdere voorwaardes van verkoop sal ter insae lê by die kantoor van die Balju te Wolmaransstraat 86, Potchefstroom.

C. W. du Toit Erasmus, vir Gaisfords, Prokureurs vir Eiser, Unitedgebou, Kerkstraat 147, Posbus 71, Potchefstroom.

Saak 51/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE HENDRINA

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **N. A. en M. A. Ngcongwane**, Verweerders

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 7 Julie 1993, word die hiernavermelde eiendom op Dinsdag, 15 Februarie 1994 om 10:00, voor die Landdroskantoor, Hendrina, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik die reg van huurpag ten opsigte van:

Erf 130, in die dorp Kwazamokuhle, Registrasieafdeling IS, Transvaal, groot 297 (twee nege sewe) vierkante meter gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL.50525/88.

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

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

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

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

Geteken te Ermelo hierdie 24ste dag van November 1993.

Bekker Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350. (Verw. mnr. v. d. Wath/em SJN 043.)

Case 857/93

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

In the matter between **Hammond Pole & Dixon** Plaintiff, and **Luella Tills**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 15 April 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 16 February 1994 at 10:00, in front of the Magistrate's Court, Jan Smuts Avenue, Randburg, to the highest bidder:

Certain undivided half share in Erf 365, Lonehill, situated on 13 Essex Way, in the Township of Lonehill, District of Randburg, measuring 1 144 (one thousand one hundred and forty-four) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, grass roof, comprising lounge, dining-room, two bedrooms, two bathrooms, kitchen, store-room, swimming-pool, brick walls and double garage.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Sandton.

Dated at Boksburg on this 5th day of January 1994.

Hammond Pole & Dixon, Attorneys for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. H1379E/A. Hartman.)

Case 7500/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mutheiwana Asuph Mashuvhamela**, Defendant

On Wednesday, 2 March 1994 at 10:00, a public auction sale will be held at the undermentioned property that will be sold by the Sheriff, Alberton, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain Erf 262, Siluma View Township, Katlehong, Alberton, Registration Division IR, Transvaal, measuring 320 (three hundred and twenty) square metres, known as 262 Siluma View Township, Katlehong, Alberton.

The property has been improved by the erection of a dwelling-house and the usual outbuildings (these improvements are not warranted).

Salient terms:

1. The property will be sold without reserve by way of public auction and the sale shall be subject to the provisions of the Magistrates' Courts Act and Rules, the conditions of the deed of transfer and further subject to the conditions of sale referred to in paragraph three infra.

2. 10% (ten per centum) of the purchase price and auctioneer's commission shall be paid at the sale in cash or by means of a bank-guaranteed cheque and the balance plus interest is payable or must be guaranteed to the Sheriff by an approved bank, building society or any other acceptable guarantee within 21 (twenty-one) days from date of sale.

3. The complete conditions of sale can be perused at the offices of the Sheriff of the Magistrate's Court at Johria Court, 4 Du Plessis Street, Alberton at 10:00.

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

Badenhorst-Malan, Second Floor, Stats Building, Fore Street, New Redruth, Alberton. (Tel. 907-2121/2.) (Ref. LCM/tf/N80/92.)

Saak 19494/93

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

In die saak tussen **Saambou Bank Beperk**, Vonnisskuldeiser, en **Aletia Cary**, Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 18 November 1993, sal die volgende eiendom verkoop word in eksekusie op 26 Februarie 1994 om 09:00, by die Balju se Kantoor, Parkstraat 8, Kempton Park, naamlik:

Erf 3836, Birch Acres-uitbreiding 21-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Bloukuifiesingel 21, Birch Acres-uitbreiding 21, groot 525 vierkante meter.

Verkoopvoorwaardes:

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

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

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

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

Datum: 7 Januarie 1994.

Slabbert & Visser, Vierde Verdieping, Bybelhuis, Centraallaan 18, Posbus 47, Kempton Park, 1620. (Tel. 975-4941/325-3740.)

Saak 4232/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Boland Bank Beperk**, Eiser, en **C. J. Diedericks**, Verweerder

Ingevolge 'n vonnis wat toegestaan is in die Landdroshof, Witbank, en 'n lasbrief vir eksekusie wat gemagtig is op 28 September 1993, sal die vaste eiendom waarop beslag gelê is, in eksekusie verkoop word deur die Balju van die Landdroshof, te die Landdroshofkantore, Dellvillestraat, Witbank, op Vrydag, 4 Februarie 1994 om 10:00, naamlik:

Erf 1158, Del Judor-uitbreiding 4-dorpsgebied, Registrasieafdeling JS, Transvaal.

Die eiendom synde 'n woonerf word voetstoots verkoop aan die hoogste bieder wie al die verkoopvoorwaardes nakom, wat ter insae moet lê by die Balju van die Landdroshof, Witbank, en die agente van die skuldeiser Erasmus, Ferreira & Ackermann, Witbank.

Gedateer te Witbank op 23 Desember 1993.

Erasmus Ferreira & Ackermann, Athlonesentrum, Athlonesstraat, Posbus 886, Witbank. (Verw. mnr. Erasmus/AP/T07.)

Case 3739/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Malefetsane James Madubedube**, First Defendant, and **Matsidiso Rachel Madubedube**, Second Defendant

On 4 February 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 1327, Vosloorus Extension 2, Registration Division IR, Transvaal.

Situate at: 1327 Vosloorus Extension 2, Boksburg.

Improvements: Detached single storey brick residence consisting of three bedrooms, bathroom, kitchen, lounge and outbuildings comprising N/A.

1. The sale shall be without reserve, and the property shall, subject to the Magistrate's Court 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 4th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00828.)

Case 10336/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Vusi Elias Khosa**, First Defendant, and **Mpumelelo Moses Gumede**, Second Defendant

On 4 February 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 7464, Vosloorus Extension 9, Registration Division IR, Transvaal.

Situate at: 7464 Vosloorus Extension 9, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrate's Court 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 4th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H1133.)

Case 7742/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Seromo Sonti**, First Defendant, and **Zodwa Agnes Sonti**, Second Defendant

On 4 February 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 18305, Vosloorus Extension 25, Registration Division IR, Transvaal.

Situate at: 18305 Vosloorus Extension 25, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrate's Court 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 4th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00924.)

Saak 2853/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Beperk**, Eiser en **Hendrik Justus Cronje**, Eerste Verweerder, en **Rachel Johanna Cronje**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 27 September 1993, sal die ondervermelde eiendom geregtelik verkoop word op 11 Februarie 1994 om 14:15, voor die Landdros, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Hoewe 55, Randfontein-Suid-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 2,0234 hektaar. Gehou kragtens Akte van Transport T20590/1991 bekend as Eerstestraat 55, Randfontein-Suid-landbouhoewes, Randfontein, waarop opgerig is 'n losstaande enkelverdieping woonhuis onder 'n sinkdak wat bestaan uit drie slapkamers, badkamer, kombuis, sitkamer en eetkamer. Buitegeboue bestaan uit twee motorhuise, daar is 'n boorgat op die erf en die perseel is omhein met 'n betonmuur. Geen waarborg word egter gegee ten opsigte van voorgaande omskrywing nie.

Voorwaardes: R8 300 of 10% (tien persent) van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouvereniging se waarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belastinge, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word), mag gedurende kantoorure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word. Die Eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N587.)

Saak 11457/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Mazwi Albert Tiyo**, Eerste Verweerder

Ingevolge 'n uitspraak van die Landdros van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 27 Oktober 1993, sal die ondervermelde eiendom op Vrydag, 11 Februarie 1994 om 09:00, te Balju vir die Landdros, Championstraat 25, Orkney, 2620, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 2551, Kanana-uitbreiding 1-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 300 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 Enkelverdieping woning bestaande uit drie slaapkamers, badkamer, kombuis, eetkamer en sitkamer. *Buitegeboue*: Motorafdak.

4. *Voorwaardes van verkoop*: Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Championstraat 25, Orkney, 2620, nagesien word.

Gedateer te Klerksdorp op hierdie 5de dag van Januarie 1994.

A. H. Snyman, vir J. Oothuizen, du Plooy & Vennote, Boomstraat, Permanente Gebou, Eerste Verdieping, Posbus 22, Klerksdorp, 2570.

Case 4514/91

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

Between **NBS Bank Limited** (Natal Building Society Limited), Plaintiff, and **Sipho Kunene**, First Defendant, and **Pevedia Nomvula Kunene**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, and a writ of execution dated 3 December 1993, the right, title and interest in the leasehold listed hereunder will be sold in execution on 16 February 1994 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder. All the right, title and interest in the leasehold in respect of:

Certain Erf 281, Daveyton Extension 3 Township, Registration Division IR, Transvaal, measuring 335 (three hundred and thirty-five) square metres. Situated at 15281 Frans Amigo Crescent, Daveyton Extension 3.

Held by the Defendants in their name under certificate of Registered Grant of Leasehold TL25654/1985 dated 10 January 1984.

The following improvements are reported to be on the property but nothing is guaranteed: Single-storey dwelling detached, brick and plaster, IBR roof, tiles and vinyl, lounge, kitchen, two bedrooms, bathroom, toilet and paving.

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, Magistrate's Court, 214 Arcadia, 84 Princes Avenue, Benoni.

Dated at Benoni on this the 5th day of January 1994.

J. H. G. C. Boshoff, for J. H. Boshoff Attorney, First Floor, NBS Centre, corner of Woburn and Rothsay Streets, Benoni. (Ref. Mr Boshoff/Am/A355/91.)

Case 7155/93

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

Between **Nedcor Bank Limited**, Execution Creditor, and **Berlandina Property Holdings CC**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort, and writ of execution dated 23 July 1993, the following property will be sold in execution on Friday, 11 February 1994 at 10:00, at the Sale Venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 638, Roodepoort Township, Registration Division IQ, Transvaal, in extent 705 (seven hundred and five) square metres, held by Deed of Transfer T3406/1990; known as 54 Berlandina Street, Roodepoort, upon which are erected business premises. The land is zoned as Business 1, in regard to which, however, nothing is guaranteed.

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

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

Dated on this the 5th day of January, 1994.

Louw & Heys - Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, Corner of Van Wyk and Joubert Streets, Roodepoort; P.O. Box 360, Roodepoort. [Tel. (011) 763-6111/2121.] (Ref. Mr Vlok/CV/930545/17528.) 30545/17528.)

Saak 9559/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **Stephanus Petrus Markus Vorster**, Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkooplokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 11 Februarie 1994 om 10:00:

Erf 160, Quellerina-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Langelaan 19, Quellerina, distrik Roodepoort, bestaande uit 'n erf waarop opgerig is 'n woonhuis onder teëldak, steen en gepleisterde mure, staalvensters en klip en Diamond Mesh omheining. Die huis bestaan uit sitkamer, eetkamer, studeerkamer, twee badkamers, drie slaapkamers, gang, kombuis, bediendekamer en dubbelmotorhuis.

Die volledige verkoopvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word en onderhewig aan die bepalings van die Groepsgebiedewet; dat 10% (tien persent) van die koopprys asook afslaaerskommissie betaalbaar is in kontant onmiddellik na die verkoping en dat die saldo koopprys betaalbaar teen registrasie van transport verseker moet word binne 14 dae daarna.

Louw & Heyl—Phillips & Osmond, Prokureur vir Eiser, Derde Verdieping, Sanlamgebou, hoek van Van Wyk- en Joubertstraat, Roodepoort. (Tel. 763-2121/763-6111.)

Saak 13279/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **George Pote Tsime**, Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopplokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 11 Februarie 1994 om 10:00:

Erf 653, Davidsonville-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Athenastraat 629, Davidsonville-uitbreiding 2, distrik Roodepoort, bestaande uit 'n erf waarop opgerig is 'n woonhuis onder teëldak, steenmure, staalvensters en draadomheining. Die huis bestaan uit sitkamer, eetkamer, badkamer, twee slaapkamers, gang en kombuis.

Die volledige verkoopvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word en onderhewig aan die bepalings van die Groepsgebiedewet; dat 10% (tien persent) van die koopprys asook afslaaerskommissie betaalbaar is in kontant onmiddellik na die verkoping en dat die saldo koopprys betaalbaar teen registrasie van transport verseker moet word binne 14 dae daarna.

Louw & Heyl—Phillips & Osmond, Prokureur vir Eiser, Derde Verdieping, Sanlamgebou, hoek van Van Wyk- en Joubertstraat, Roodepoort. (Tel. 763-2121/763-6111.)

Saak 7952/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Beperk**, Eiser, en **Thomas Johannes Campbell**, Eerste Verweerder, en **Erika Gertruida van Heerden**, Tweede Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 26 Augustus 1993, sal die ondervermelde eiendom op 11 Februarie 1994 om 10:00, aan die hoogste bieder by die kantore van die Balju te Progressweg 182, Technikon, Roodepoort, verkoop word:

Erf 1364, Helderkrui-uitbreiding 7-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 750 (eenduisend sewehonderd-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T9047/92, beter bekend as Bontebergstraat 1, Helderkrui, Roodepoort.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

- Die bepalings van die Wet op Landdroshof en die regulasies daarkragtens uitgevaardig;
- die volledige verkoopvoorwaardes;

en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring: Enkelverdieping huis met teëldak, sitkamer, gesinskamer, eetkamer, studeerkamer, badkamer, drie slaapkamers, gang, kombuis en dubbelmotorhuis. Pleistermure, goeie tuin, staalvensters, en erf is oop aan voorkant. Swembad.

3. *Terme:* Tien per centum (10%) van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 18% (agtien per centum) 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 Roodepoort.

Geteken te Roodepoort op hierdie 6de dag van Januarie 1994.

Cilliers & Van Rensburg, Ontdekkersweg 157, Horisonpark, Roodepoort. (Tel. 760-1669.) (Verw. P. Cilliers/LJ/N148.)

Saak 7405/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Louw & Heyl—Phillips & Osmond**, Eiser, en **Ontdekkers Office Park (Edms.) Bpk.**, Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopplokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 11 Februarie 1994 om 10:00:

Erf 1119, Florida Park-uitbreiding 5-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te hoek van Wattle- en Jan Scholtzstraat, Florida Park-uitbreiding 5, distrik Roodepoort, bestaande uit 'n lêë erf.

Die volledige verkoopvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word; dat 10% (tien persent) van die koopprys asook afslaaerskommissie betaalbaar is in kontant onmiddellik na die verkoping en dat die saldo koopprys betaalbaar teen registrasie van transport verseker moet word binne 14 dae daarna.

Louw & Heyl—Phillips & Osmond, Prokureur vir Eiser, Derde Verdieping, Sanlamgebou, hoek van Van Wyk- en Joubertstraat, Roodepoort. (Tel. 763-2121/763-6111.) (Verw. G. Botha.)

Saak 12668/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **Barend Jacobus Lourens Geyer**, Eerste Verweerder, en **Cynthia Elizabeth Geyer**, Tweede Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopplokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 11 Februarie 1994 om 10:00:

Erf 42, Reefhaven-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Hammerstraat 17, Reefhaven, distrik Roodepoort, bestaande uit 'n woonhuis onder teëldak, staalvensters, steenmure en voorafvervaardigde omheining. Die huis bestaande uit sitkamer, badkamer, drie slaapkamers, gang, kombuis, buitetoilet en garage.

Die volledige verkoopvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word en onderhewig aan die bepalinge van die Groepsgebiedewet; dat 10% (tien persent) van die koopprys asook afslaerskommissie betaalbaar is in kontant onmiddellik na die verkoping en dat die saldo koopprys betaalbaar teen registrasie van transport verseker moet word binne 14 dae daarna.

Louw & Heyl—Phillips & Osmond, Prokureur vir Eiser, Derde Verdieping, Sanlamgebou, hoek van Van Wyk- en Joubertstraat, Roodepoort. (Tel. 763-2121/763-6111.)

Saak 13278/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **Magdalena Susanna Smith**, Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopplokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 11 Februarie 1994 om 10:00:

Erf 656, Roodepoort-Noord-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Tweede Laan 21, Roodepoort-Noord, distrik Roodepoort, bestaande uit 'n erf waarop opgerig is 'n woonhuis onder konstruksie met geen dak, gepleisterde mure, staal venster met geen glas en voorafvervaardigde omheining. Die huis bestaande uit sitkamer, gesinskamer, studeerkamer, eetkamer, twee badkamers, vier slaapkamers, gang, kombuis, bediendekamer en motorhuis.

Die volledige verkoopvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word en onderhewig aan die bepalinge van die Groepsgebiedewet, dat 10% (tien persent) van die koopprys asook afslaerskommissie betaalbaar is in kontant onmiddellik na die verkoping dat die saldo koopprys betaalbaar teen registrasie van transport verseker moet word binne 14 dae daarna.

Louw & Heyl - Phillips & Osmond, Prokureur vir Eiser, Derde Verdieping, Sanlamgebou, hoek van Van Wyk- en Joubertstraat, Roodepoort. (Tel. 763-2121/763-6111.)

Saak 13012/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **Miriam Sebolao**, Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopplokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 11 Februarie 1994 om 10:00:

Erf 376, Davidsonville-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Manuelstraat-Wes 322, Davidsonville-uitbreiding 2, distrik Roodepoort, bestaande uit 'n erf waarop opgerig is 'n woonhuis onder sinkdak, steenmure, staal vensters en draad omheining. Die huis bestaande uit sitkamer, eetkamer, badkamer, twee slaapkamers, gang en kombuis.

Die volledige verkoopvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word en onderhewig aan die bepalinge van die Groepsgebiedewet, dat 10% (tien persent) van die koopprys asook afslaerskommissie betaalbaar is in kontant onmiddellik na die verkoping en dat die saldo koopprys betaalbaar teen registrasie van transport verseker moet word binne 14 dae daarna.

Louw & Heyl - Phillips & Osmond, Prokureur vir Eiser, Derde Verdieping, Sanlamgebou, hoek van Van Wyk- en Joubertstraat, Roodepoort. (Tel. 763-2121/763-6111.)

Case 1780/93

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

In the matter between **NBS Bank Limited** (No. 87/01384/06), Plaintiff, and **James Nicolaai Hofmeyer**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 25 November 1993, and subsequent warrant of execution the following property will be sold in execution on 4 February 1994 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Stand 843, Alrapark, Nigel.

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

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

Dated at Nigel on this the 6th day of January 1994.

L. Etsebeth, for Lockett & Etsebeth, Attorneys for the Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mrs Ras/N851.)

Saak 246/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN CAROLINA GEHOU TE CAROLINA

In die saak tussen **Carolina Munisipaliteit**, Eksekusieskuldeiser, en **S. J. de Lange**, Identiteitsnommer 3208145078008, Eksekusieskuldenaar

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie, gedateer 2 Augustus 1993, word die hiernavermelde eiendom op Donderdag, 10 Februarie 1994 om 11:00, voor die Landdroskantoor, Voortrekkerstraat, Carolina, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik:

Erf 263, geleë in die dorp Carolina, Registrasieafdeling IT, Transvaal, groot 2 855 (tweeëuisend agthonderd vyf-en-vyftig) vierkante meter.

Gemelde eiendom is onverbeter.

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

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is tien persent (10%) van die koopprys aan die Balju van die Landdroshof, Carolina, betaal, en vir die balans van die koopprys moet die koper 'n bank- of bougenootskapwaarborg aan die Balju van die Landdroshof van Carolina lewer binne dertig (30) dae na datum van verkoping.

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

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

Geteken te Carolina op hierdie 3de dag van Januarie 1994.

B. J. Wheeler, vir Dr. M. M. Nolte, Voortrekkerstraat 44, Carolina. [Verw. mev. Wolmarans/RA/CR.281 (2768).]

Case 13514/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **ESKOM**, Plaintiff, and **Kgabo F. Selolo**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kempton Park, and a writ of execution dated 18 August 1993 the property listed herein will be sold in execution on 10 February 1994 at 10:00, at the Sheriff's Office, 8 Park Street, Kempton Park, to the highest bidder:

Certain Erf 462, Moakeng Township, Tembisa, Kempton Park, Registration Division IR, Transvaal, held by Certificate of Registered Grant of Leasehold TL78939/1933, measuring 285 square metres, situated at 462 Moakeng Section, Tembisa.

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

Improvements: Bathroom, dining-room, toilet, two bedrooms and kitchen. All under a tiled roof and surrounded by fencing.

Terms: The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 16% (sixteen per cent) per annum within 30 (thirty) days shall be paid or secured by a bank or building society guarantee.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, Kempton Park.

Date: 5 January 1994.

Barry Katz & Partners, Eighth Floor, Trust Bank Centre, Voortrekker Street, Kempton Park. (Ref. Mr Miltiadous/H999.)

Case 24215/93

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 **Harmse, Deon Leonardus Marthinus**, 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 10 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 1950, situated in the Township of Newlands, Johannesburg, Registration Division IQ, Transvaal, being 25 Market Street, Newlands, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance-hall, three bedrooms, two bathrooms with outbuildings with similar construction comprising of garage, servant's room, toilet, shower 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 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 5th 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/bt/H.191.)

Case 13166/93

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 **Eksteen, John Paul**, 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, Krugersdorp, on 9 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, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain Portion 72 (a portion of Portion 51), of the farm Zeekoehoe 509, Registration Division JQ, Transvaal, being Portion 72 of the farm Zeekoehoe 509, Krugersdorp, measuring 5,1392 (five comma one three nine two) hectares.

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

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 5th 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/bt/E.68.)

Case 10263/93

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 **Matlhare, Toti Stephen**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 10 February 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 545, situated in the Township of Sonlandpark, Registration Division IQ, Transvaal, being 9 Abraham Ras Avenue, Sonlandpark, Vereeniging, measuring 1 051 (one thousand and fifty-one) square metres.

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

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 5th day of January 1994.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M608.)

**Case 31063/93
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 **Hoyle: Melvyn Darcy**, 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 10 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 107, situated in the Township of Parkhurst, Registration Division IR, Transvaal, being 19 20th Street, Parkhurst, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of two carports, servant's room, bathroom, laundry, store-room and swimming-pool.

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

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

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

Dated at Johannesburg this 6th 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/bt/H.200.)

**Case 10638/93
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 **Du Toit, Richard Edward**, 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 10 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 Erven 71 and 72, situated in the Township of Newlands (Johannesburg), Registration Division IQ, Transvaal, being 118 Long Avenue (corner of Ninth Street), Newlands, Johannesburg, measuring 248 (two hundred and forty-eight) and 248 (two hundred and forty-eight) square metres.

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

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

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

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

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

Dated at Johannesburg this 6th 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/bt/D.231.)

Case 24753/93
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 **Mchunu, Misowakhe Almon**, 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 10 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 2352, situated in the Township of Jeppestown, Registration Division IR, Transvaal, being 13 Blore Street, Jeppestown, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

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

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

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

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

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

Dated at Johannesburg this 6th 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/avb/M67.)

Case 28988/93

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

In the matter between **Johannesburg Municipal Pension Fund**, Plaintiff, and **Johannes Phillipus Jacobus Jacobs**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suite, a sale without reserve will be held at the Office of the Sheriff, Roodepoort, on 11 February 1994 at 10:00, of the undermentioned property of the Defendant on the conditions read out by the auctioneer at the offices of the Sheriff, 182 Progress Road, Technikon, District Roodepoort, prior to the sale and which may be inspected at the offices of the Sheriff, prior to the sale, namely:

Section 5 and Section 17 as shown and more fully described on Sectional Plan 129/83, Kruda Building, Georginia, situated at 5 Kruda, First Avenue, Georginia, District Roodepoort.

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

Sectional title unit, residence, comprising entrance-hall, lounge, two bedrooms, bathroom, toilet, kitchen and garage.

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

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

5% (five per cent) on 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).

Signed at Johannesburg on the 6th day of January 1994.

Alec Oshry, Plaintiff's Attorney, Seventh Floor, 66 Smal Street, Johannesburg. (Tel. 337-9563.)

Case 19887/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Van Aswegen, Gerald Martin**, 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 9 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 126, situated in the Township of Roodekop, Registration Division IR, Transvaal, being 99 Antelope Street, Roodekop, 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, two bathrooms with outbuildings with similar construction comprising of garage 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 4th 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/VA257.)

Saak 8831/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Pheello Joseph Khabanyane**, Eerste Verweerder, en **Mathapelo Meriam Khabanyane**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdros van Klerksdorp en lasbrief vir eksekusie teen goed met datum 8 November 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 Jouberton 37, Uitbreiding 4-dorpsgebied, Registrasie-afdeling IP, Transvaal, groot 415 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, Nedperm Bank Beperk.

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 drie slaapkamers, twee badkamers, kombuis, eetkamer en sitkamer. *Buitegeboue:* Motorafdak.

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, 2570, nagesien word.

Gedateer te Klerksdorp op hierdie 3de dag van Januarie 1994.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Eerste Verdieping, S.A. Permanentegebou, Boomstraat 27; Posbus 22, Klerksdorp, 2570.

Case 15740/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Piccanin Samuel Msize**, First Defendant, and **Providence Ntombenthisa Msiza**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the office of 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, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Leasehold Site 515 (five hundred and fifteen), Block DD, together with all erections or structures thereon as shown on General Plan PB13/87, in the Township of Soshanguve, measuring 819 (eight hundred and nineteen) square metres, situated in the area of jurisdiction of the Regional Representative Development Aid.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling with tile roof consisting of lounge, study, kitchen, laundry, three bedrooms, bathroom, bathroom/w.c., w.c., garage, servant's w.c., brick paving and 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 S1047/92.)

Case 20991/93
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 **Nkosi, Timothy Zabulon**, First Execution Debtor, and **Seleke, Catherine Fiona**, 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, Springs, on 11 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, Springs, 56 12th Street, Springs, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Site 13348, situated in the Township of kwaThema Extension 2, Registration Division IR, Transvaal, being 13348 kwaThema Extension 2, Springs, measuring 298 (two hundred and ninety-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 tiled roof, comprising kitchen, lounge/dining-room, bedroom and bathroom.

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

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

Dated at Johannesburg this 4th day of January 1994.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/N199.)

Case 20221/93
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 **Ndlela, Petros Mporofithi**, First Execution Debtor, and **Mushi, Anna Masaba**, 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 Offices, Springs, on 11 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, Springs, 56 12th Street, Springs, prior to the sale (short description of property, situation and street number):

Certain: All right, title and interest in the leasehold in respect of Site 13335, situated in the Township of kwaThema Extension 2, Registration Division IR, Transvaal, being 13335 kwaThema Extension 2, Springs, measuring 298 (two hundred and ninety-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 tiled roof, comprising kitchen, lounge/dining-room, bedroom and bathroom.

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

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

Dated at Johannesburg this 4th day of January 1994.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/N196.)

Saak 13458/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Sekgopo Ezekiel Matsheka**, Eerste Verweerder, en **Matorong Elizabeth Matsheka**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdros van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 30 November 1992, sal die ondervermelde eiendom 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 1485, Jouberton-uitbreiding 2-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, Nedperm Bank Beperk.

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 drie slaapkamers, twee badkamers, kombuis, eetkamer en sitkamer.

Buitegeboue: Motorhuis.

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, 2570, nagesien word.

Gedateer te Klerksdorp op hierdie 3de dag van Januarie 1994.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Eerste Verdieping, S. A. Permanente-gebou, Boomstraat 27, Posbus 22, Klerksdorp, 2570.

Saak 1619/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Bankorp Bpk.**, handeldrywende as Trustbank, Eiser, en **Nicholas Johannes van Heerden**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof, Nigel, en 'n lasbrief vir eksekusie gedateer 25 Oktober 1993, sal die volgende onroerende eiendom in eksekusie verkoop word deur Libra Afslers BK, Derde Verdieping, Florasentrum, Ontdekkersweg, Florida, op Vrydag, 4 Februarie 1994 om 10:30, by die betrokke perseel self te wete:

Erf 535, Visagie Park-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 252 (een twee vyf twee) vierkante meter, gehou kragtens Akte van Transport T82711/88, en ook bekend as Papawerstraat 4, Visagie Park, Nigel.

Wesenlike verkoopvoorwaardes:

1. Die gemelde eiendom sal verkoop word sonder 'n reserweprys en per openbare veiling en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê, die voorwaardes van die Transportakte en verder onderhewig aan die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word soos volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Steengebou met teëldak bestaande uit kombuis en ontbythoekie, eetkamer, sitkamer, TV-kamer, drie slaapkamers, twee badkamers en toilette met volvioermatte, ingeboude kaste, beton omheining, twee garages, buite toilet en waskamer.

3. 10% (tien persent) van die koopprys en afslerskoste by die verkoping in kontant, of by wyse van 'n bankgewaarborgde tjek en die balans plus rente teen 16% (sestien persent) per jaar maandeliks saamgestel moet betaal of gewaarborg word met 'n goedgekeurde bank, bougenootskap of ander aanvaarbare waarborg, wat binne 21 dae na datum van die verkoping aan die Balju voorsien moet word.

4. Die volgende verkoopvoorwaardes is ter insae beskikbaar by die kantore van die Balju van die Landdroshof, Nigel, te Derde Laan 29, Nigel, Tel. (011) 739-7429.

Geteken te Nigel op hierdie 3de dag van Januarie 1994.

L. Etsebeth, vir Lockett & Etsebeth, Eerste Verdieping, Plesamgebou, Tweede Laan, Nigel. (Verw. mej. de Meyer/T440.)

Saak 8751/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **NBS Bank Beperk**, Eiser, en **Jacobus Fredericks**, Verweerder

Kennis word hiermee gegee dat nadat 'n lasbrief vir eksekusie gedateer 18 Oktober 1993, uitgereik is deur die bogenelde Agbare Hof, sekere vaste eiendom, naamlik:

Gedeelte 1 van Erf 425, in die dorp Westenburg, Registrasieafdeling LS, Transvaal, groot 544 (vyf vier vier) vierkante meter, verkoop sal word in eksekusie deur die Balju/Afslaer, voor die Landdroshof, hoek van Landdros Mare- en Bodensteinstraat, Pietersburg, op 16 Februarie 1994 om 10:00:

Die eiendom word verkoop onderhewig aan die verkoopvoorwaardes wat ter insae lê by die Landdroshof, Pietersburg, en die kantoor van die Balju, Hans van Rensburgstraat, Pietersburg, welke voorwaardes onder andere die volgende vervat:

1. Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na die toeslaan van die bod betaal, die balans teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju/Afslaer binne 14 (veertien) dae na die datum van die verkoping verstrekte word.

2. Nóg die Eiser, nóg die Verweerder, nóg die Balju/Afslaer verskaf enige waarborg wat betref die eiendom en word die eiendom voetstoots verkoop.

3. Hierdie verkoping is daaraan onderhewig dat die Eksekusieskuldeiser dit bekragtig binne 15 (vyftien) dae vanaf datum van die verkoping, by versuim waarvan die verkoping sal verval en sal geen regsgevolge hoegenaamd intree nie.

Geteken te Pietersburg op hierdie 4de dag van Januarie 1994.

Du Toit Swanepoel & Steyn, Tweede Verdieping, NBS-gebou, Marestraat, Posbus 181, Pietersburg, 0700. (Verw. mnr. Steyn/tv/3309/KF010/000.)

Case 26616/93
PH 46

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

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **Simon Moleleko Motale**, Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 12 August 1993, issued by the Court at Johannesburg, the following properties will be sold in execution by the Sheriff of the Court for Alberton, Johria Court, 4 Du Plessis Street, Florentia, to the highest bidder, on 9 February 1994 at 10:00:

(a) *Certain*: Lot 436, Tsolo Township, Registration Division IR, Transvaal, held by Certificate of Registered, Grant of Leasehold TL48058/1987.

(b) *Certain*: Lot 437, Tsolo Township, Registration Division IR, Transvaal, held by Certificate of Registered Grant of Leasehold TL48058/1987.

Conditions of sale:

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

2. The following improvements on the properties are reported, but nothing is guaranteed:

Single storey building measuring 323 square metres. Built of brick under mortar with corrugated iron roof. Building consists of office, kitchen, pantry, two eating-halls, bar area, restaurant area, three store-rooms, cold room, two change rooms, five toilets, shower room and music room.

Internal walls covered in vinyl and flooring in ceramic tiles. Underfloor heating system installed. Front of building and yard paved. Properties surrounded by precast walling fitting with barbed wire.

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

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

Dated at Johannesburg this 4th day of January 1994.

Krowitz Perlow & Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South, P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3) (Ref. R. A. Krowitz/w1/F.424.)

Case 51994/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Malcolm Kinnear**, Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, 142 Struben Street, Pretoria, on 2 March 1994 at 10:00, or to the highest bidder:

Certain section 1 as shown and more fully described on Sectional Plan SS228/87 in the scheme known as Fleetwood 2, in respect of the ground and building situated at Morelettapark Extension 4, Registration Division JR, Transvaal, measuring 138 square metres, situated at 1 Fleetwood 2, 683 Tetra Street, Morelettapark Extension 4.

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: Duet, kitchen, lounge, dining-room, three bedrooms, two bathrooms, two w.c.s and shower.

Outbuildings: Single garage.

Common property facilities: Swimming-pool, garden and parking.

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 142 Struben 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/N1012.)

Saak 20585/93

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

In die saak tussen **Standard Bank van Suid-Afrika Beperk**, Eiser, en **Trakim Investments BK**, Verweerder

Eksekusieverkoping gehou te word te die kantore van die Balju, Strubenstraat 142, Pretoria, op 16 Februarie 1994 om 10:00:

Van Hoewe 50, geleë in Willowglen-landbouhoewes, Pretoria, Registrasieafdeling JR, Transvaal, grootte 2,1434 hektaar (twee komma een vier drie vier) hektaar.

Die eiendom is geleë en staan bekend as Furrowstraat 50, Willowglen-landbouhoewes, Pretoria.

Verbeterings bestaan uit 'n dubbelverdiepinghuis met 'n ingangsportaal, sitkamer, eetkamer, familiekamer, stoor, kombuis, spens, vyf slaapkamers, drie badkamers, drie motorhuise, bediendekamer, waskamer, stalle, swembad en drie boorgate.

'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, Pretoria-Oos.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Posbus 645, Pretoria, 0001. (Verw. Mnr. Hugo/pd/SB347.)

Case 12110/93

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Machiel Andries van der Walt**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 29 November 1993, the following property will be sold in execution, on Friday, 11 February 1994 at 10:00, at the Sale Venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 1586, Witpoortjie Extension 3 Township, Registration Division IQ, Transvaal, in extent 796 (seven hundred and ninety-six) square metres, held by Deed of Transfer T26641/1993.

Known as 17 Van Alkmar Street, Witpoortjie Extension 3, District of Roodepoort, upon which is erected a detached dwelling of plastered walls under a tiled roof, said to contain a lounge, dining-room, three bedrooms, kitchen, two bathrooms, outside room and garage, in regard to which, however, nothing is guaranteed.

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

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

Louw & Heyl - Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, P.O. Box 360, Roodepoort. [Tel. (011) 763-6111/2121] (Ref. Mr Vlok/CV/930910/16171.)

Case 10144/92

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Janine Danielle France de Langhe**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort, and writ of execution dated 28 August 1992, the following property will be sold in execution on Friday, 11 February 1994 at 10:00, at the Sale Venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 239, Little Falls Extension 1 Township, Registration Division IQ, Transvaal, in extent 1 036 (one thousand and thirty-six) square metres, held by Deed of Transfer T51073/1991, known as 712 Waterval Road, Little Falls Extension 1, District of Roodepoort.

Unimproved land.

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

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

Dated the 23rd day of December 1993.

Louw & Heyl - Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of van Wyk and Joubert Streets, P.O. Box 360, Roodepoort. [Tel. (011) 763-6111/2121.] (Ref. Mr Vlok/CV/920879/17237.)

Case 11192/92

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Stuart Kennedy Davies**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort, and writ of execution dated 22 September 1992, the following property will be sold in execution on Friday, 11 February 1994 at 10:00, at the Sale Venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 367, Little Falls Extension 1 Township, Registration Division IQ, Transvaal, in extent 1 276 (one thousand two hundred and seventy-six) square metres, held by Deed of Transfer T54464/1991, known as 1034 Queen Street, Little Falls Extension 1, District of Roodepoort.

Unimproved land.

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

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

Dated the 24th day of December 1993.

Louw & Heyl - Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of van Wyk and Joubert Streets, P.O. Box 360, Roodepoort. [Tel. (011) 763-6111/2121.] (Ref. Mr Vlok/CV/920963/16181.)

Saak 13011/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **Bernard Ralph Rakow**, Eerste Verweerder, en **Marilyn Mary Rakow**, Tweede Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopslokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 11 Februarie 1994 om 10:00:

Erf 159, Florida Lake-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Darterstraat 17, Florida Lake, distrik Roodepoort.

Bestaande uit 'n woonhuis onder teëldak, staal vensters, steen mure en geen omheining. Die huis bestaande uit sitkamer, eetkamer, badkamer, drie slaapkamers, gang, kombuis, opwaskamer, bediendekamer en garage.

Die volledige verkoopvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word en onderhewig aan die bepalings van die Groepsgebiedewet, dat 10% (tien persent) van die koopprys asook afslaerskommissie betaalbaar is in kontant onmiddellik na die verkoping en dat die saldo koopprys betaalbaar teen registrasie van transport verseker moet word binne 14 dae daarna.

Louw & Heyl - Phillips - Osmond, Prokureur vir Eiser, Sanlamgebou, Derde Verdieping, hoek van Van Wyk en Joubertstraat, Roodepoort. (Tel. 763-2121/763-6111.)

Case 22526/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Tubecon Africa (Pty) Limited**, Plaintiff, and **Stols Omheinings CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale with reserve will be held at the Magistrate's Court, corner of Voortrekker and De Clercq Streets, Lydenburg, on Wednesday, 9 February 1994 at 08:30, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, 5 Bürger Street, Lydenburg:

Portion 5 of Erf 1632, situated in the Township of Lydenburg, Registration Division JT, Transvaal, measuring 3,372 square metres and held under Deed of Transfer T115114/1992, and known as 12 Buhrmann Street, Lydenburg.

The property consists of a stand with improvements although nothing in this respect is guaranteed: Steel construction, big workshop and office section. Office section consists of two toilets, two smaller offices and reception.

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

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

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

V. Stupel, for Hack Stupel and Ross, Attorneys for Plaintiff, Standard Bank Chambers, Church Square, P.O. Box 2000, Pretoria. (Tel. 325-4185.) (Ref. Mr Stupel/ML VS 6605.)

Case 28556/93

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 **Mavor, Diana Emily**, 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 10 February 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will be lie for inspection at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain Erf 175 situated in the Township of Benoni, Registration Division IR, Transvaal, being 85 Wooton Avenue, Benoni, measuring 595 (five hundred and ninety-five) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 on this the 6th day of December, 1993.

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/avb/M726.)

VERKOPINGS

Ingevolge uitsprake van die Landdroshof van Vanderbijlpark en lasbrief vir eksekusie sal die volgende onroerende eiendomme, wat spesiaal uitwinbaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 18 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 Landdroshofwet 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 14 dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne 14 dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju- Landdroshof 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- Landdroshof te Vanderbijlpark en by die Eiser se prokureurs en sal deur die Balju voor die verkoping uitgelees word.

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

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

Saak 5480/93.

Vonnisskuldenaar: **Oupa Malakia Tsotetsi en Lina Mnqwarane Tsotetsi.**

Eiendom: Gedeelte 46 van Erf 452, in die dorpsgebied Evaton, Registrasieafdeling IQ, Transvaal.

Groot: 188 vierkante meter

Verwysing: P3/127.

Beskrywing: Tweeslaapkamerhuis met sitkamer, kombuis en badkamer.

Saak 6363/93.

Vonnisskuldenaar: **Velaphe Thomas Tshabalala.**

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 16079 in die dorpsgebied Sebokeng-uitbreiding 21, Registrasieafdeling IQ, Transvaal.

Groot: 150 vierkante meter.

Verwysing: P3/135.

Beskrywing: Tweeslaapkamerhuis met sitkamer, eetkamer, kombuis en badkamer.

Saak 8735/92.

Vonnisskuldenaar: **Khoalete Abel Mokose.**

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 19572 in die dorpsgebied Sebokeng, Eenheid 14, Registrasieafdeling IQ, Transvaal.

Groot: 285 vierkante meter.

Verwysing: P2/302.

Beskrywing: Drieslaapkamerhuis met sitkamer, kombuis, badkamer en motorhuis.

Gedateer te Vanderbijlpark op hede die 15de dag van Desember 1993.

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

Saak 7832/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Michiel Wilhelm Els**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 15 November 1993 die onderstaande eiendom te wete:

Hoewe 19, Grootvaly Small Holdings Agricultural Holdings, Registrasieafdeling IR, Transvaal, geleë te Netteltonweg 19, Grootvlei-landbouhoewes, Springs in eksekusie verkoop sal word op 4 Februarie 1994 aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs, om 15:00.

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

Verbeteringe: Woonhuis van baksteen gebou onder teëldak, bestaan uit vier slaapkamers, twee badkamers, sitkamer, TV-kamer, eetkamer, kombuis, opwaskamer en buitewoonstel met kombuis, slaapkamer en badkamer.

Buitegeboue: Vier motorhuise.

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

Gedateer te Springs op hede die 10de dag van Desember 1993.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw: J.A. Kruger/SST/E 410.)

Saak 204/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Michiel Wilhelm Els**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 3 Februarie 1993, die onderstaande eiendom te wete:

Erf 5, Petersfield dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Oos-Geduldweg 3, Petersfield, Springs, in eksekusie verkoop sal word op 4 Februarie 1994, aan die hoogste bieder, by die kantore van die Balju- Landdroshof, Vierde Straat 66, Springs, om 15:00.

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

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

Buitegeboue: Motorhuis, bediendekamer en toilet.

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

Gedateer te Springs op hede die 10de dag van Desember 1993.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. J. A. Kruger/SST/E 410.)

Saak 1918/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **NBS Bank Beperk**, Eiser, en **mev. N. Vermaak**, en **C. H. Vermaak**, Verweerders

Ingevolge 'n vonnis wat toegestaan is in die Landdroshof, Witbank, en 'n lasbrief vir eksekusie wat gemagtig is op 1 April 1993, sal die vaste eiendom waarop beslag gelê is, in eksekusie verkoop word deur die Balju van die Landdroshof, te die Landdroshofkantore Dellvillestraat, Witbank, op Vrydag, 4 Februarie 1994 om 10:00, naamlik:

Erf 349, Del Judor-dorpsgebied, Registrasieafdeling JS, Transvaal.

Die eiendom synde 'n woonerf word voetstoots verkoop aan die hoogste bieder wie al die verkoopvoorwaardes nakom, wat ter insae moet lê by die Balju van die Landdroshof Witbank, en die agente van die skuldeiser Erasmus, Ferreira & Ackermann, Witbank.

Gedateer te Witbank op hede die 10de dag van Desember 1993.

Erasmus Ferreira & Ackermann, Athlonesentrum, Posbus 686, Athlonestraat, Witbank. (Verw. mnr. Erasmus/AP/N481.)

Case 1835/93
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 **Didsbury Properties CC** (CK90/24983/23), 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 10 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 1687, situated in the Township of Houghton Estate, Registration Division IR, Transvaal, being 6 Seventh Avenue, Houghton Estate, Johannesburg; measuring 3 965 (three thousand nine hundred and sixty-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, five bedrooms, three bathrooms with outbuildings with similar construction comprising of 10 garages, two servant's rooms, bathroom 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 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 20th 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/cb.)

Case 30863/93
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 **Marshall, Sarah 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 the Sheriff's Office, Johannesburg, on 10 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 1167, situated in the Township of Kensington, Registration Division IR, Transvaal, being 4 Katoomba Street, Kensington, Johannesburg, measuring 536 (five hundred and thirty-six) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 20th 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/cb/M729.)

Case 27002/93
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Portion 4 of Holding 5 Zonnehoeve CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 11 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 Portion 4 of Holding 5, Zonnehoeve Agricultural Holdings, Registration Division IQ, Transvaal, area 1,0011 (one comma nought nought one one) hectares, situated on Portion 4 of Holding 5, corner of Cypress and Chestnut, Zonnehoeve Agricultural Holdings.

Improvements (not guaranteed): A double storey thached roof house consisting of four bedrooms, three bathrooms, lounge, dining-room, family room, kitchen, outside building with wire and precast 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 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000, and a minimum of R100.

Dated at Johannesburg on 22 December 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN141:NP76.)

Case 17589/93
PH 482IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Eastern Province Building Society**, Plaintiff, and **Spence, Richard John**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court for the District of Benoni, situated at 49 Kempston Avenue, Benoni, on Thursday, 10 February 1994 at 10:00, of the undermentioned property of the Defendant/Defendants. Such conditions may be inspected at the offices of the said Sheriff:

The property is Erf 1479, Crystal Park Extension 2 Township, Registration Division IR, Transvaal, measuring 901 (nine hundred and one) square metres, held under Deed of Transfer T57643/1992, situated at 2 Falcon Street, Crystal Park, Extension 2, Benoni (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 96 (ninety-six) square metres and consisting of lounge, dining-room, entrance-hall, kitchen, three bedrooms, mes and bathroom.

The outbuildings of the property consist of carport and w.c.

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 16,40% (sixteen comma four zero 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 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 the 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 10th day of January 1994.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. Dx 257 JHB. (Tel. 333-0046.) (Fax. 29 0274.) (Ref. Ms MacDonald/E249.)

Case 15912/94
PH 482IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Eastern Province Building Society**, Plaintiff, and **Spence, Richard John**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court for the District of Benoni, situated at 49 Kempston Avenue, Benoni, on Thursday, 10 February 1994 at 10:00, of the undermentioned property of the Defendant/Defendants. Such conditions may be inspected at the offices of the said Sheriff:

The property is Erf 1742, Crystal Park Extension 2 Township, Registration Division IR, Transvaal, measuring 866 (eight hundred and sixty-six) square metres, held under Deed of Transfer T53962/1992, situated at 18 Rondebosch Street, Crystal Park, Benoni (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 dwelling measuring 166 (one hundred and sixty six) square metres and consisting of lounge cum dining-room, family room, kitchen, three bedrooms, mes and bathroom.

The outbuildings of the property consist of two garages and w.c.

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 16,15% (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, 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 the 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 10th day of January 1994.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. Dx 257 JHB. (Tel. 333-0046.) (Fax. 29 0274.) (Ref. Ms MacDonald/E249.)

Case 27462/91
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 **Joubert, Johannes Jacobus**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office Boksburg, on 11 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 Leeupoort Street, Boksburg, prior to the sale:

Certain Erf 234, situated in the Township of Groeneweide Extension 1, Registration Division IR, Transvaal, being 28 Highveld Road, Groeneweide Extension 1, Boksburg, measuring 979 (nine hundred and seventy 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 tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of garage.

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

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

Dated at Johannesburg on this 22nd day of November 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.) (Ref. Foreclosures/cb/J44.)

Saak 89/93

IN DIE LANDDROSHOF VIR DIE DISTRIK EKANGALA GEHOU TE EKANGALA

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **M. E. Ntuli**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 11 Oktober 1993 toegestaan is, op 8 Februarie 1994 om 13:00, te die Landdroskantoor, Ekangala, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Ekangala, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Sekere Erf 113C, geleë in die dorp Ekangala, distrik Mkobola (nou kwaMhlanga), groot 1 440 vierkante meter, gehou deur die verbandgewer kragtens Akte van Transport 36/91.

Die verkoping is onderhewig aan die volgende voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Bronkhorstspuit op hede hierdie 21ste dag van Desember 1993.

Geo Kilian, Prokureur vir Eksekusieskuldeiser, Krugerstraat 55, Bronkhorstspuit. [Tel. (012) 2-2911/2.] (Verw. mnr. Venter/svdb/Saambou 13.)

Saak 12802/92

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

In die saak tussen **Stadsraad van Kempton Park**, Eiser, en **M. Pretorius**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof, en 'n lasbrief vir eksekusie gedateer 23 Maart 1993, uitgereik deur Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju, by die Baljukantoor, Parkstraat 8, Kempton Park, aan die hoogste bieder op 26 Februarie 1994 om 09:00:

Erf 634, Kempton Park-Wes-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 647 (seshonderd sewe-en-veertig) vierkante meter, bekend as Fisantstraat 23, Kempton Park-Wes.

Voorwaardes van verkoping:

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

Die volgende verbeterings op die eiendom word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: *Woonhuis*: Sitkamer, badkamer, toilet, drie slaapkamers, motorhuis en kombuis. *Buitegebou*: Oprit.

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

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

A. M. M. van der Merwe, vir Botha Massyn & McKenzie, Prokureurs vir Eiser, 9de Verdieping, Unitedgebou, Sentraallaan 16A, Privaatsak 53, Kempton Park.

Case 21287/93
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 **Pitse, Israel Hendrick**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 11 February 1994 at 10:00, of the under-mentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Site 10537, situated in the Township of Dobsonville Extension 3, Registration Division IQ, Transvaal, being 10537 Dobsonville Extension 3, Roodepoort, measuring 612 (six hundred and twelve) 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 two bathrooms.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/P202/cb.)

Case 32043/92
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 **Ngwenya, Jack Bekinkosi Nhlanhla**, Execution Debtor, and **Ngwenya, Ntombizanele Maureen**, 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 10 February 1994 at 10:00, of the under-mentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 1980, situated in the Township of Protea Glen Extension 1, Registration Division IQ, Transvaal, being 1980 Protea Glen Extension 1, Johannesburg, measuring 264 (two hundred and sixty-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 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 Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/N140/cb.)

**Case 27890/93
PH 388**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Wessels: Christo Johannes**, 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, 10 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 1743, Newlands, Johannesburg Township, Registration Division IQ, Transvaal, area 495 (four hundred and ninety-five) square metres, situation 6 Italian Road, Newlands, Johannesburg.

Improvements (not guaranteed): A house under iron roof, consisting of three bedrooms, bathroom, lounge, dining-room, kitchen, servants' quarters and three carports with precast 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, and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on 30 December 1993.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN141:NP77.)

Saak 1618/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **Standard Credit Corporation Ltd**, Eiser, en **G. P. van Aswegen** en **M. M. van Aswegen**, Verweerders

Kennis word hiermee gegee dat nadat 'n lasbrief vir eksekusie gedateer 24 Maart 1993, uitgereik is deur die bogemelde Agbare Hof, sekere vaste eiendom, naamlik:

Hoewe 107, Dalmada-landbouhoewes, Registrasieafdeling LS, Transvaal, grootte 2,0215 hektaar, verkoop sal word in eksekusie deur die Balju/afslaer, voor die Landdroshof, hoek van Landdros Mare- en Bodensteinstraat, Pietersburg, op 16 Februarie 1994 om 10:00.

Die eiendom word verkoop onderhewig aan die verkoopvoorwaardes wat ter insae lê by die Landdroshof, Pietersburg, en die kantoor van die Balju, Hans van Rensburgstraat, Pietersburg, welke voorwaardes onder andere die volgende vervat:

1. Die koper moet 'n deposito van 10% van die koopprys in kontant onmiddellik na die toeslaan van die bod betaal, die balans teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju/afslaer binne 14 (veertien) dae na die datum van die verkoping verstrek te word.

2. Nóg die Eiser nóg die Verweerder nóg die Balju/afslaer verskaf enige waarborg wat betref die eiendom en word die eiendom voetstoots verkoop.

3. Hierdie verkoping is daaraan onderhewig dat die Eksekusieskuldeiser dit bekragtig binne 15 (vyftien) dae vanaf datum van die verkoping, by versuim waarvan die verkoping sal verval en sal geen regsgevolge hoegenaamd intree nie.

Geteken te Pietersburg op hierdie 6de dag van Januarie 1994.

Du Toit Swanepoel & Steyn, Tweede Verdieping, NBS-gebou, Marestraat, Posbus 181, Pietersburg, 0700. (Verw. F. Duvenhage/427/S015/055.)

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

In the matter between **Allied Building Society**, Plaintiff and **P. R. de Lange**, First Defendant, and **E. M. J. de Lange**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Brakpan, and writ of execution dated 15 February 1993, the property listed hereunder will be sold in execution on 11 February 1994 at 11:00, at the premises of the Sheriff of the Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 471, Brakpan Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, held by Deed of Transfer T.705/1987.

The property is defined as a Residential stand, situated at 20 Taft Avenue, Brakpan.

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

Main building: Brick walls under corrugated iron roof consisting of lounge, kitchen, three bedrooms, bathroom and enclosed verandah.

Outbuildings: Single garage, outside room and toilet.

The material conditions of sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale the purchaser shall sign the conditions of sale, which can be inspected at the Sheriff of the Court's Office, Brakpan.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest, etc.
- (d) The purchase price shall be paid as to 10% (ten per cent) thereof or R5000 (five thousand rand) whichever is the greater, on the day of the sale and the unpaid balance, together with interest on the full amount of the Judgment Creditor's claim at the rate specified in the full conditions of sale, to date of payment, within 14 (fourteen) days, to be paid or secured by a bank or building society guarantee.
- (e) The property shall be sold subject to any existing tenancy.
- (f) Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court.

Dated at Brakpan on this 6th day of January 1994:

P. J. Cowling, for Trollip Cowling & Janeke, First Floor, Market Building, 610 Voortrekker Street, P.O. Box 38, Brakpan. (Tel. 744-3924.) (Ref. Mr Cowling/BRV/C186/91.)

Saak 516/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELFAST GEHOU TE BELFAST

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **M. P. Tshabalala**, Verweerder

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 5 November 1993, toegestaan is, op 11 Februarie 1994 om 10:00, te die Landdroskantore, Van Riebeeckstraat, Belfast, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Belfast, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Erf 332 geleë in die dorpsgebied van Siyathuthuka, Registrasieafdeling JS, Transvaal, groot 286 vierkante meter, gehou deur die Verweerder kragtens Akte van Transport TL58976/90.

Die eiendom is as volg verbeter: Baksteenhuis met teëldak.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 66(2) van Wet 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Belfast op hede die 6de dag van Januarie 1994.

Nortje & Krugel Ingelyf, p.a. Victor D. Weimar & Seuns, Prokureurs vir Eiser, Vermootenstraat, Posbus 11, Belfast, 1100.

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Beperk**, Eiser en **Frederik Willem Jacobus Stieler**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof, en 'n lasbrief vir eksekusie gedateer 22 Februarie 1993, sal die Verweerder se volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op 18 Februarie 1994 om 10:00, by die Landdroshof, Vanderbijlpark, te wete:

Hoewe 20 Ebner-on-Vaal-landbouhoewes, Vanderbijlpark, Registrasieafdeling IQ, Transvaal, groot 2,1414 (twee komma een vier een vier) hektaar, verbeterings wat nie gewaarborg word nie en nie hiermee voorgedoen word korrek is nie.

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die regte van 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 dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne veertien dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Landdroshof, te Vanderbijlpark, betaalbaar moet wees teen registrasie van transport in die naam van die koper.

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

3. Die eiendom word verkoop onderworpe aan die terme en titelvoorwaardes van die eiendom.

Geteken te Vanderbijlpark hierdie 6de dag van Januarie 1994.

Du Plessis & Pieterse, Prokureur vir Eiser, Calance Hous 1, President Krugerstraat, Vanderbijlpark. (Verw. A841/J. M. Pieterse/mev. Harmse.)

Saak 223/91

IN DIE LANDDROSHOF VIR DIE DISTRIK EKANGALA GEHOU TE EKANGALA

In die saak tussen **NBS Bank Beperk**, Eiser, en **Mkhondo Samuel**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 26 November 1991, en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom, op 15 Februarie 1994 om 13:00, te Landdroshof, Ekangala, geregtelik verkoop sal word, naamlik:

Erf 4762, Seksie B, Ekangala, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Ekangala, ter insae lê en behels onder andere die volgende:

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

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

3. Besit onderhewig aan enige huurkontrak.

4. Reserwe prys wat op veiling aangekondig sal word.

Gedateer te Bronkhorstspuit op hede die 5de dag van Januarie 1994.

Wessel Ebersohn, Cilliersgebou, Krugerstraat, Posbus 160, Bronkhorstspuit, 1020. [Tel. (01212) 2-0057/8/9.] (Verw. DV/N139.)

Aan: Die Balju van die Landdroshof.

Saak 220/93

IN DIE LANDDROSHOF VIR DIE DISTRIK EKANGALA GEHOU TE EKANGALA

In die saak tussen **NBS Bank Beperk**, Eiser, en **Nkomo E. M.**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 15 November 1993, en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom, op 15 Februarie 1994 om 13:00, te Landdroshof, Ekangala, geregtelik verkoop sal word, naamlik:

Erf 2752, Seksie D, Ekangala, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Ekangala, ter insae lê en behels onder andere die volgende:

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

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

3. Besit onderhewig aan enige huurkontrak.

4. Reserwe prys wat op veiling aangekondig sal word.

Gedateer te Bronkhorstspuit op hede die 5de dag van Januarie 1994.

Wessel Ebersohn, Cilliersgebou, Krugerstraat, Posbus 160, Bronkhorstspuit, 1020. [Tel. (01212) 2-0057/8/9.] (Verw. DV/N190.)

Aan: Die Balju van die Landdroshof.

Saak 254/93

IN DIE LANDDROSHOF VIR DIE DISTRIK EKANGALA GEHOU TE EKANGALA

In die saak tussen **NBS Bank Beperk**, Eiser, en **Nzimande Mandla Nelson**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 29 November 1993, en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom, op 15 Februarie 1994 om 13:00, te Landdroshof, Ekangala, geregtelik verkoop sal word, naamlik:

Erf 2968, Seksie D, Ekangala, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Ekangala, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van koopsom op datum van veiling in kontant betaalbaar plus afslaerskommissie.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling in kontant of gewaarborg deur 'n aanvaarbare bankwaarborg.
3. Besit onderhewig aan enige huurkontrak.
4. Reserwe prys wat op veiling aangekondig sal word.

Gedateer te Bronkhorstspuit op hede die 5de dag van Januarie 1994.

Wessel Ebersohn, Cilliersgebou, Krugerstraat, Posbus 160, Bronkhorstspuit, 1020. [Tel. (01212) 2-0057/8/9.] (Verw. DV/N207.)

Aan: Die Balju van die Landdroshof.

Saak 143/93

IN DIE LANDDROSHOF VIR DIE DISTRIK EKANGALA GEHOU TE EKANGALA

In die saak tussen **NBS Bank Beperk**, Eiser, en **Maphangela Qhegu Johannes**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 7 September 1993, en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom, op 15 Februarie 1994 om 13:00, te Landdroshof, Ekangala, geregtelik verkoop sal word, naamlik:

Erf 3239, Seksie D, Ekangala, groot 200 (tweehonderd) vierkante meter, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Ekangala, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van koopsom op datum van veiling in kontant betaalbaar plus afslaerskommissie.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling in kontant of gewaarborg deur 'n aanvaarbare bankwaarborg.
3. Besit onderhewig aan enige huurkontrak.
4. Reserwe prys wat op veiling aangekondig sal word.

Gedateer te Bronkhorstspuit op hede die 5de dag van Januarie 1994.

Wessel Ebersohn, Cilliersgebou, Krugerstraat, Posbus 160, Bronkhorstspuit, 1020. [Tel. (01212) 2-0057/8/9.] (Verw. DV/N155.)

Aan: Die Balju van die Landdroshof.

Saak 224/93

IN DIE LANDDROSHOF VIR DIE DISTRIK EKANGALA GEHOU TE EKANGALA

In die saak tussen **NBS Bank Beperk**, Eiser, en **Masilela M. P.**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 5 Desember 1993, en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom, op 15 Februarie 1994 om 13:00, te Landdroshof, Ekangala, geregtelik verkoop sal word, naamlik:

Erf 3027, Seksie D, Ekangala, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Ekangala, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van koopsom op datum van veiling in kontant betaalbaar plus afslaerskommissie.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling in kontant of gewaarborg deur 'n aanvaarbare bankwaarborg.
3. Besit onderhewig aan enige huurkontrak.
4. Reserweprys wat op veiling aangekondig sal word.

Gedateer te Bronkhorstspuit op hede die 5de dag van Januarie 1994.

Wessel Ebersohn, Cilliersgebou, Krugerstraat, Posbus 160, Bronkhorstspuit, 1020. [Tel. (01212) 2-0057/8/9.] (Verw. DV/N191.)

Aan: Die Balju van die Landdroshof.

Case 255/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mahlangu E. I.**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 29 November 1993 and subsequent warrant of execution the following property will be sold in execution, on 15 February 1994 at 13:00, at the offices of the Magistrate, Ekangala, namely:

Erf 2793, Section D, Ekangala, and take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Ekangala, and contain inter alia the following provisions:

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

Dated at Bronkhorstspuit on the 5th day of January 1994.

Wessel Ebersohn, Cilliers Building, Kruger Street, P.O. Box 160, Bronkhorstspuit, 1020. [Tel. (01212) 2-0057/8/9.] (Ref. DV/N206.)

To: The Sheriff of the Court.

Saak 242/93

IN DIE LANDDROSHOF VIR DIE DISTRIK EKANGALA GEHOUD TE EKANGALA

In die saak tussen **NBS Bank Beperk**, Eiser, en **Serage R. D.**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 29 November 1993, en daarop volgende lasbrief vir eksekusie die hierna gemelde eiendom, op 15 Februarie 1994 om 13:00, te Landdroshof, Ekangala, gereguleer verkoop sal word, naamlik:

Erf 3093, Seksie D, Ekangala, en neem verder kennis dat die verkoopvoorwaardes by die kantoor van die Balju, Ekangala, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van koopsom op datum van veiling in kontant betaalbaar plus afslaaerskommissie.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling in kontant of gewaarborg deur 'n aanvaarbare bankwaarborg.
3. Besit onderhewig aan enige huurkontrak.
4. Reserweprys wat op veiling aangekondig sal word.

Gedateer te Bronkhorstspuit op hede die 5de dag van Januarie 1994.

Wessel Ebersohn, Cilliersgebou, Krugerstraat, Posbus 160, Bronkhorstspuit, 1020. [Tel. (01212) 2-0057/8/9.] (Verw. DV/N204.)

Aan: Die Balju van die Landdroshof.

Case 12634/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nhlupeko Standford Ntsali**, First Defendant, and **Nosiphiwe Roster Ntsali**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 22 November 1993, the property listed hereunder will be sold in execution, on Friday, 11 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 Erf 2360, Tsakane Township, Registration Division IR, Transvaal, measuring 261 (two hundred and sixty-one) square metres, known as Erf 2360, Masiyane Street, Tsakane, Brakpan.

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

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

Main building: Residence comprising two bedrooms, kitchen, lounge and bathroom.

The material conditions of sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrates' Courts Office, 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 (ten thousand rand) then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court, being 4% (four per centum) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 18% (eighteen per centum) per annum on the preferent creditor's claims as contemplated in Rule 43 (7) (a) of the rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

Dated at Benoni on this the 5th day of January 1994.

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

Case 224/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sydney Mashobane Mashinini**, First Defendant, and **Lydia Stembile Mashinini**, Second Defendant.

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 8 February 1993, the property listed hereunder will be sold in execution on Friday, 11 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 Lot 18306, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 322 (three hundred and twenty-two) square metres, known as Lot 18306, Tsakane Extension 8, Brakpan.

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

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

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

Fencing: Wire mesh.

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, Brakpan.

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

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

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

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

Dated at Benoni on this the 5th day of January 1994.

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

Saak 2152/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Daniël Petrus Marais**, Eerste Verweerder, en **Amanda Marie Marais**, Tweede Verweerderes

Ingevolge 'n uitspraak in die Landdroshof, Randfontein, op 4 Augustus 1993, en 'n lasbrief vir eksekusie gedateer 6 Augustus 1993, sal die volgende eiendom op 11 Februarie 1994 om 14:15, te die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder verkoop word:

Erf 531, Randgate-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 495 (vierhonderd vyf-en-negentig) vierkante meter, gehou kragtens Akte van Transport T50028/1991, ook bekend as Henningstraat 30, Randgate, Randfontein, met die volgende verbeterings daarop, waarvoor geen waarborg verskaf word nie:

Woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet.

Verkoopvoorwaardes:

1. Die eiendom sal aan die hoogste bieder verkoop word, onderhewig aan die bepalinge en voorwaardes van die Wet op Landdroshowe, die Reëls daarkragtens uitgevaardig en die titelvoorwaardes insoverre van toepassing is;

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

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

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

Gedateer te Randfontein op hierdie 6de dag van Januarie 1994.

C. J. le Roux, voorheen Hammes & Le Roux, Prokureurs, Parkstraat 5, Randfontein, Posbus 8, Randfontein, 1760. (Tel. 412-2820.) (Verw. mev. Nola/la.)

Saak 16490/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Wonings (Edms.) Bpk.**, Eiser, en **Johanna Kritzinger van der Watt**, Eerste Verweerder, en **Goudrivier Beleggings (Edms.) Bpk.**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 21 September 1993, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, distrik Waterberg, op 11 Februarie 1994 om 10:00, voor die Landdroshof, Van Emmenisstraat, Nylstroom, verkoop:

Sekere: 1. Gedeelte 19 van die plaas New Belgium 608, Registrasieafdeling LR, Transvaal.

2. Gedeelte 26 ('n gedeelte van Gedeelte 20), van die plaas New Belgium 608, Registrasieafdeling LR, Transvaal.

Groot: 1. 3354,8465 (drieduisend driehonderd vier-en-vyftig komma agt vier ses vyf) hektaar.

2. 24,2131 (vier en twintig komma twee een drie een) hektaar.

Bogemelde eiendomme is gedeeltelik omhein en is slegs geskik vir weiding. Daar is ook drie toegeruste boorgate, sementdam en volop standhoudende fonteine op die eiendomme. Die eiendomme is onbeboud.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Rentmeestergebou, Potgieterstraat 88, Nylstroom.

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

Saak 22716/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Stephen David Molyneux Killik**, Eerste Verweerder, **Anchor Rock (Edms.) Bpk.**, Tweede Verweerder, **Randburg Sand (Edms.) Bpk.**, Derde Verweerder, en **Zaida Investments BK**, Vierde Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 4 Februarie 1994 om 10:00, deur die Balju vir die Hooggeregshof, Sandton, gehou by die kantore van die Balju, Sandton, Hendrik Verwoerdrylaan 163, 13de Verdieping, Metrosentrum, Randburg, aan die hoogste bieder:

Hoewe 32, Douglasdale-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 2,5755 (twee komma vyf sewe vyf vyf) hektaar, gehou kragtens Akte van Transport T15541/1981, onderhewig aan die voorwaardes daarin vervat en meer spesifiek tot die voorbehoud van minerale regte.

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

Straatadres: Hoewe 32, Douglasdale.

Verbeteringe: Woning bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, gang, toilet, waskamer en swembad.

Reserweprys: Die eiendom word verkoop sonder reserwe.

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

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof, Sandton, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Sandton, Hendrik Verwoerdrylaan 163, 13de Verdieping, Metrosentrum, Randburg.

Geteken te Pretoria op 7 Januarie 1994.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Vloer, Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/SD196/RO.)

Case 3040/91

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

In the matter between **ABSA Bank Ltd**, formerly Allied Building Society Ltd, Plaintiff, and **Trevor George Lowe**, First Defendant, and **Desereè Charmaine Lowe**, Second Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston and writ of execution dated 17 August 1993 the property listed herein will be sold in execution on Monday, 28 February 1994 at 10:00, at the offices of the Sheriff Magistrate's Court, Du Pisanie Building Joubert Street, Germiston, to the highest bidder:

Portion 12 of Erf 598, Eastleigh Township, Registration Division IR, Transvaal, situated at 111A Main Road, Eastleigh, Edenvale, measuring 1 338 square metres.

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

Improvements: Dwelling-house under tile roof consisting of entrance-hall, two lounges, dining-room, three bedrooms, kitchen, study, two bathrooms with w.c.

Outbuilding: Double garage, granny flat, servant's room and store-room. The property is fenced and paved.

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

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

Date: 7 January 1994.

W. de Vos, for Wright, Rose-Innes, Plaintiff's Attorneys, Allied Building, 170 Meyer Street, Germiston. (Ref. W. de Vos/SH.)

Case 51/91

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

In the matter between **In Mora Factors**, Plaintiff, and **K. R. Malatji**, Defendant

In pursuance of a judgment by the above Honourable Court on 26 April 1991, and a warrant of execution against property the property described as:

Kgalane Bar Lounge, Selwane Village, District of Namakgale, will be sold in front of the Magistrate's Offices at Namakgale, by the Sheriff on 22 February 1994 on 15:00, without reserve to the highest bidder.

Improvements (which are not warranted to be correct and not guaranteed): Brick walls, galvanised roof, five rooms and trading license.

The material conditions of the sale are:

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

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

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

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

Dated at Pietersburg.

P. J. Luyt, for Meyer Pratt & Luyt, Attorney for the Plaintiff, Legnum Park, 20 Market Street, Pietersburg. (Ref. P. J. Luyt/ap/PC6027.)

Saak 19489/93

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

In die saak tussen **Saambou Bank Beperk**, Vonnisskuldeiser, en **Thulani James Zwane**, Eerste Vonnisskuldenaar, en **Paulina Zwane**, Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 18 November 1993, sal die volgende eiendom verkoop word in eksekusie op 10 Februarie 1994 om 10:00, by die Baljukantoor, Parkstraat 8, Kempton Park, naamlik die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 537, Moteong-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 537, Moteong, grootte 265 vierkante meter.

Verkoopvoorwaardes:

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

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

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

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

Datum: 11 Januarie 1994.

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

Saak 19497/93

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

In die saak tussen **Saambou Bank Beperk**, Vonnisskuldeiser, en **Walter Boyser Nzuza**, Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief, gedateer 18 November 1993, sal die volgende eiendom verkoop word in eksekusie op 10 Februarie 1994 om 10:00, by die Baljukantoor, Parkstraat 8, Kempton Park, naamlik die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 4431, Tembisa-uitbreiding 10-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 4431, Tembisa-uitbreiding 10, grootte 147 vierkante meter.

Verkoopvoorwaardes:

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

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

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

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

Datum: 11 Januarie 1994.

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

Saak 19350/93

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

In die saak tussen **Saambou Bank Beperk**, Vonnisskuldeiser, en **Kaledi William Malla**, Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief, gedateer 18 November 1993, sal die volgende eiendom verkoop word in eksekusie op 10 Februarie 1994 om 10:00, by die Balju se Kantoor, Parkstraat 8, Kempton Park, naamlik die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 268, Ibaxa-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 268, Ibaxa, grootte 241 vierkante meter.

Verkoopvoorwaardes:

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

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

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

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

Datum: 11 Januarie 1994.

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

Saak 19491/93

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

In die saak tussen **Saambou Bank Beperk**, Vonnisskuldeiser, en **Nokuthula Harriet Malaza**, Eerste Vonnisskuldenaar, en **Maria Ntombikayise Malaza**, Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief, gedateer 18 November 1993, sal die volgende eiendom verkoop word in eksekusie op 10 Februarie 1994 om 10:00, by die Balju se Kantoor, Parkstraat 8, Kempton Park, naamlik die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 314, Esiziba-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 314, Esiziba, grootte 264 vierkante meter.

Verkoopvoorwaardes:

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

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

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

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

Datum: 11 Januarie 1994.

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

Saak 1550/93

IN DIE LANDDROSHOF VIR DIE DISTRIK LICHTENBURG GEHOU TE LICHTENBURG

In die saak tussen **M. W. Pretorius (N.O.) & Maree & Aucamp (N.O.)**, Eiser, en **C. H. van Niekerk**, Verweerder

Ingevolge 'n lasbrief vir eksekusie, gedateer 7 Desember 1993, sal die volgende eiendom by die Baljukantore, Scholtzstraat 132, Lichtenburg, per publieke veiling verkoop word op 5 Februarie 1994 om 09:00:

Resterende Gedeelte van Erf 166, geleë in die dorp Lichtenburg, Registrasieafdeling IP, Transvaal, groot 1 231 (eenduisend tweehonderd een-en-dertig) vierkante meter, gehou kragtens Akte van Transport T70275.

Die verkoopvoorwaardes sal uitgelees word voor die aanvang van die veiling en is ter insae by die kantoor van die Balju vir Lichtenburg, Scholtzstraat 132, Lichtenburg, asook by die kantore van Bosman & Bosman, Melvillestraat 45, Posbus 1, Lichtenburg.

Geteken te Lichtenburg op hierdie 10de dag van Januarie 1994.

Bosman & Bosman, Prokureurs vir Eiser, Melvillestraat 45, Posbus 1, Lichtenburg, 2740. (Verw. mnr. Nortje/P25/mdk.)

Case 71535/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Thomas Patrick Daniel Zandberg**, Defendant

A sale in execution will be held on 22 February 1994 at 10:00, at NG Sinodale Centre, 234 Visagie Street, Pretoria, of:

Section 18, as shown and more fully described on Sectional Plan SS40/78 in the building known as Univer situated in the Township of Sunnyside, Pretoria, Local Authority 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 ST28881/93, known as B310 Univer Flats, 136 Johnston Street, Sunnyside, Pretoria.

The following improvements are reported to be on the property, but nothing is guaranteed: Flat: Lounge/dining-room, kitchen, bedroom, bathroom, w.c., garden and drying area.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9896.)

Case 4232/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Godfrey Chidi Mononyane**, First Defendant, and **Sebako Queen Mononyane**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held at 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 10 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 and which conditions may be inspected at the offices of the Sheriff prior to the sale:

All right, title and interest in the leasehold of the following: Site 6874, Saulsville Township, Registration Division JR, Transvaal, measuring 208 (two hundred and eight) square metres, held by Certificate of Registered Grant of Leasehold TL30072/90, and subject to the conditions therein contained.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling with tiled roof consisting of lounge/dining-room, kitchen, two bedrooms, bathroom, w.c. 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 7th day of January 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S349/93.)

Saak 11606/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk** (Registrasienommer 05/01225/06), Eiser, en **Paula-Ann Killoch**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 29 Oktober 1993, sal hierdie ondervermelde eiendom geregtelik verkoop word op 11 Februarie 1994 om 10:00, te die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, aan die persoon wat die hoogste aanbod maak, naamlik:

Erf 216, Groblerpark-uitbreiding 34-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 859 (agthonderd nege-en-veertig) vierkante meter, gehou kragtens T18275/1993, bekend as Haggardstraat 700, Groblerpark-uitbreiding 34, Roodepoort.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Woonhuis onder sinkdak bestaande uit sitkamer, eetkamer, badkamer, drie slaapkamers, gang, kombuis en enkel motorhuis.

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

Gedateer te Roodepoort hierdie 4de dag van Januarie 1994.

Herman van der Merwe & Dunbar, Dieperinkstraat 11, Roodepoort. (Verw. mev. Pelser.)

Case 1301/93

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

In the matter between **First National Bank of S A Limited**, Plaintiff, and **Gerhardus Cornelius Marthinus Visagie**, First Defendant, married in community of property to **Maria Elizabeth Visagie**, Second Defendant

On Thursday, 3 March 1994 at 10:00, a public auction sale will be held at the undermentioned property that will be sold by the Sheriff, Meyerton, pursuant to the judgment of the court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain Portion 46 (portion of Portion 43), farm Langkuil, Registration Division IR, Transvaal, measuring 8,4668 (eight comma four six six eight) hectares, known as farm Langkuil 363, Portion 46 (portion of Portion 43).

The property has been improved by the erection of a dwelling-house and the usual outbuildings (these improvements are not warranted): Three bedrooms, two bathrooms, garage, carport, swimming-pool and electric fence.

Salient terms:

1. The property will be sold without reserve by way of public auction and the sale shall be subject to the provisions of the Magistrates' Courts Act and the rules, the conditions of the Deed of Transfer and further subject to the conditions of sale referred to in paragraph three infra.

2. 10% (ten per centum) of the purchase price and auctioneers commission shall be paid at the sale in cash or by means of a bank-guaranteed cheque and the balance plus interest is payable or must be guaranteed to the Sheriff by an approved bank, building society or any other acceptable guarantee within 21 (twenty-one) days from date of sale.

3. The complete conditions of sale can be perused at the offices of the Sheriff of the Magistrate's Court at 10:00, at 51 Loch Street, Meyerton.

Dated at Alberton on this the 7th day of January 1994.

L. C. Mansfield, for Badenhorst-Malan, Second Floor, STATS Building, Fore Street, New Redruth, Alberton. (Tel. 907-2121/2.) [Ref. LCM/CE/F24/93 (6182).]

Saak 5894/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank**, Eiser, en **Phineas Mphoko Mano**, Eerste Verweerder, en **Linda Gabomu Mano**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof in bogemelde saak op 23 November 1993, en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju van Soshanguve, op 4 Februarie 1994 om 11:00, te die Balju se kantoor, te Gedeelt 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), verkoop sonder reserwe/met reserwe:

Sekere Erf 1259, Blok FF, Soshanguve, Registrasieafdeling JR, Transvaal, groot 600 (seshonderd) vierkante meter.

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Khayaletu Home Loans (Edms.) Beperk**, Eiser, en **Magogo Jacob Jiyane**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 11 Februarie 1994 om 11:00, per publieke veiling deur die Balju te Dorpsraad kantore, Mhluzi, Middelburg, verkoop word:

Erf 6201, Mhluzi-uitbreiding 3, Middelburg, Registrasieafdeling JS, Transvaal, groot 375 (driehonderd vyf-en-sewentig) vierkante meter, gehou kragtens Akte van Transport van Huurpag TL80801/90.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Middelburg hierdie 6de dag van Januarie 1994.

C. L. Fick, vir Brandmuller-Taljaard, Joubertstraat 22, Middelburg, 1050.

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Khayaletu Home Loans (Edms.) Beperk**, Eiser, en **Sihlwele Ntozini**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 11 Februarie 1994 om 11:00, per publieke veiling deur die Balju te Dorpsraad kantore, Mhluzi, Middelburg, verkoop word:

Erf 6082, Mhluzi-uitbreiding 3, Middelburg, Registrasieafdeling JS, Transvaal, groot 325 (driehonderd vyf-en-twintig) vierkante meter, gehou kragtens Akte van Transport van Huurpag TL54372/91.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Middelburg hierdie 6de dag van Januarie 1994.

C. L. Fick, vir Brandmuller-Taljaard, Joubertstraat 22, Middelburg, 1050.

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Khayaletu Home Loans (Edms.) Beperk**, Eiser, en **Siponono Mirriam Mahlangu**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die Huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 11 Februarie 1994 om 11:00, per publieke veiling deur die Balju te Dorpsraad Kantore, Mhluzi, Middelburg, verkoop word:

Erf 3431, Mhluzi-uitbreiding 3, Middelburg, Registrasieafdeling JS, Transvaal, groot 260 (tweehonderd en sestig) vierkante meter, gehou kragtens sertifikaat van Geregistreerde Huurpag TL46345/89.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Middelburg op hierdie 6de dag van Januarie 1994.

C. L. Fick, vir Brandmuller & Taljaard, Joubertstraat 22, Middelburg, 1050.

Saak 5120/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Nedperm Bank Beperk**, Eksekusieskuldeiser, en **G. J. J. & D. Botha**, Eksekusieskuldenaars

Ingevolge 'n vonnis toegestaan in die Landdroshof van Middelburg, en 'n lasbrief vir eksekusie gedateer 27 Januarie 1993, sal die vaste eiendom hieronder genoem, in eksekusie verkoop word op 11 Februarie 1994 om 10:30, voor die adres van die eiendom te Morkelstraat 23, Middelburg, (Transvaal):

Resterende Gedeelte van Erf 664 geleë in die dorp Middelburg, Registrasieafdeling JS, Transvaal, groot 1500 (eenduisend vyfhonderd) vierkante meter, gehou kragtens Akte van Transport T12148/92.

Die eiendom, synde 'n woonhuis en buitegeboue, word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belasting en rente op Eiser se eis moet betaal, ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Balju te Middelburg, en ondergetekende se kantoor gedurende normale kantoorure.

Voorwaardes van betaling is 10% (tien persent) deposito op die dag van die verkoping en die balans by wyse van 'n goedgekeurde bank- of bouverenigingwaarborg binne 30 (dertig) dae na verkoping.

Geteken te Middelburg op hierdie 5de dag van Januarie 1994.

C. L. Fick, vir Brandmuller & Taljaard, Joubertstraat 22, Middelburg, 1050.

Case 885/92

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Lesea Lucia Malope**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 17 March 1992, the following property will be sold in execution on 9 February 1994 at 10:00, at the office of the Sheriff for Krugersdorp Magisterial District, Klarn Court, 22B Ockerse Street, Krugersdorp to the highest bidder, viz:

The Defendant's right, title and interest in and to his/her right of leasehold in respect of Erf 10314, Kagiso Extension 4 Township, Registration Division IQ, Transvaal, in extent 1240 (one thousand two hundred and forty) square metres, for Residential purposes.

Held by the Defendant/s under certificate of registered Grant of Leasehold TL5312/1990, known as Erf 10314, Kagiso Extension 4, Krugersdorp, vacant stand, no guarantee is however given in respect of the foregoing description.

Terms: R5 000 (five thousand rand) or 10% (ten per cent) of the purchase price (whichever shall be the greater) in cash or a bank-guaranteed cheque for the said amount in favour of the Sheriff for Krugersdorp Magisterial District, at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building societies guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff of Krugersdorp Magisterial District, Ground Floor, Klarn Court, 22B Ockerse Street, Krugersdorp and at the offices of the Plaintiff's attorneys.

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

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

Case 5574/93

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

Between **Johannesburg Municipal Second Pension Fund**, Plaintiff, and **Lesley Cecil Haines**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Vereeniging and writ of execution dated 10 August 1993, the property listed hereunder will be sold in execution on Friday, 11 February 1994 at 10:00, situated at 41 Beaconsfield Avenue, Vereeniging, at the Sheriff of the Court's Offices, Vereeniging situated at 41 Beaconsfield Avenue, Vereeniging.

Certain Erf 3948, Ennerdale Extension 5 Township, Registration Division IQ, Transvaal, measuring 328 (three hundred and twenty-eight) square metres, held by under Deed of Transfer T.5643/1989, and situated at 32 Heliodor Crescent, Ennerdale Extension 5.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey Residential dwelling built of bricks and tiled roof and consisting of a lounge, three bedrooms, bathroom, toilet and kitchen. The property has brick paving and brick boundary walls.

Terms:

1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 16% (sixteen 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/C79726.)

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

In the matter between **Swiss - South African Reinsurance Company**, Plaintiff, and **Lesley Freda Flynn**, Defendant

On Friday, 11 February 1994 at 10:00, a public auction sale will be held at Court-house, Fox Street Entrance of the Magistrate's Court, Johannesburg at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution thereunder sell:

In respect of Erf 2493, Jeppestown Township, Registration Division IR, Transvaal, measuring 248 (two hundred and forty-eight) square metres, held by Deed of Transfer T22537/1982 being 267 Fawcus Street, Jeppestown.

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

The dwelling consists of dining-room, lounge, three bedrooms, kitchen, bathroom, servant's room and garage.

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 current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 4% (four per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the purchase price immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

3.1 The purchaser shall be liable for all commission payable to the Sheriff in respect of the sale, being 4% (four per centum) of the purchase price bid, and such commission shall be paid in cash, in addition to the deposit, immediately on the property being knocked down to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Johannesburg on this the 10th day of January 1994.

Deneys Reitz, Plaintiff's Attorneys, 10 Anderson Street, Johannesburg. (Tel. 833-5600) (Ref. 53/ses/45/Mrs J. Symonds.)

Case 6278/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, No. 51/00009/06, formerly known as Nedperm Bank Limited, Plaintiff, and **Andries Petrus van Loggerenberg**, First Defendant, and **Irma Karen van Loggerenberg**, Second Defendant

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

Certain Erf 260, Newlands (Jhb) Township, Registration Division IQ, Transvaal, area 495 square metres, situation 61 Alberts Street, Newlands, Johannesburg.

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

Terms: 10% (ten per centum) 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 centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum), to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on the 5th day of January 1994.

E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211) (Ref. Foreclosures/SAPE 7158-006.)

Case 9567/91

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

In the matter between **ABSA Bank Limited** (86/04794/06) (Allied Bank Division), Plaintiff, and **Brandt Douw Gert Briel** (Id. No. 4510275987009), Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton dated 14 January 1992, and writ of execution dated 2 March 1993, the following property will be sold in execution on Wednesday, 9 February 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain Erf 1270, Verwoerdpark Extension 4 Township, Registration Division IR, Transvaal.

Street address: 11 Mutual Street, Verwoerdpark, Alberton.

Measuring: 922 square metres, held by Deed of Transfer T14820/1991 dated 16 April 1991.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main building: Entrance hall, lounge, dining-room, family room, kitchen, four bedrooms, bathroom and bathroom with shower.

Outbuildings: Two garages, servant's quarter and swimming-pool.

1. *Terms:* 10% (ten per centum) of the purchase price in cash at the sale, the balance plus interest at 20% (twenty per centum), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 10th day of January 1994.

B. J. van der Walt & Schoeman, Plaintiff's Attorney, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359) (Ref. Miss J. Hayward.)

Case 1303/92

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

In the matter between **ABSA Bank Limited** (86/04794/06) (Allied Bank Division), Plaintiff, and **Dennis Jacobus van Rensburg** (Id. No. 6601125117001), Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton dated 31 March 1992, and writ of execution dated 19 April 1993, the following property will be sold in execution on Wednesday, 9 February 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain Erf 1653, Mayberry Park Township, Registration Division IR, Transvaal.

Street address: 36 Yellowwood Street, Mayberry Park, Alberton.

Measuring: 949 square metres, held by Deed of Transfer T18533/1990 dated 28 May 1990.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main building: Lounge, dining-room, kitchen, three bedrooms and bathroom.

Outbuildings: Servant's quarter.

1. *Terms:* 10% (ten per centum) of the purchase price in cash at the sale, the balance plus interest at 12,5% (twelve comma five per centum), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 10th day of January 1994.

B. J. van der Walt & Schoeman, Plaintiff's Attorney, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329/907-2359) (Ref. Miss J. Hayward.)

Case 3804/93

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Vusi Benjamin Nkosi**, First Defendant, and **Busisiwe Esther Nkosi**, Second Defendant

Pursuant to a judgment granted by the above-mentioned Honourable Court, dated 25 May 1993, and warrant of execution served on 28 December 1993, the undermentioned property will be sold on 9 February 1994 at 10:00, at the Sheriff of the Magistrate's Office, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

Certain Erf 1600, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres, also known as Site 1600, Moleleki Extension 3, District of Kattlehong, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single-storey conventional built residence under concrete tiled roof comprising two bedrooms, kitchen, lounge, bathroom and outside buildings comprising of nil.

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18,75% (eighteen comma seven five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

2. The purchaser shall be obliged to pay a deposit of 10% (ten per cent) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the messenger of the Court and/or such other persons as he requires on transfer of the property to the purchaser.

Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

The complete terms and conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court.

Dated at Bedfordview on this 6th day of January 1994.

M. D. Yammin, for Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenvue, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/EG LS1189.)

Case 6359/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Henry Eric Isaacs**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Roodepoort, held at Roodepoort, dated 7 September 1992, in the above action, a sale as a unit without a reserve price will be held at the offices of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 11 February 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Roodepoort:

Description of property: Single-storey dwelling-house under tiled roof consisting of three bedrooms, lounge, dining-room, study, family room, dressing room, kitchen, two bathrooms, shower, two toilets, two garages, servant's room, store-room and outside toilet, being Stand 244, Radiokop Extension 3 (3 Opera Road, Honeydew View, Radiokop Extension 3), measuring 1 549 square metres, held by the Defendant under Title Deed T24978/91, Registration Division IQ, Transvaal.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, guarantee to be furnished within 14 (fourteen) days from the date of the sale.

Auctioneer's charges payable on the day of the sale, to be calculated as to 4% (four per cent) on the proceeds of the sale. Minimum charge R50,00 (fifty rand).

Dated at Randburg this 6th 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 Claassen Coetzee, First Floor, NBS Building, corner of Van Wyk and Church Streets, Roodepoort. (Ref. Coll/LE/1524/93.)

Case 27136/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **McLachlan Robert John**, First Defendant, and **McLachlan Catherine Ruth**, 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 for Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 8 February 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 3132, Randparkrif Extension 431 Township, Registration Division IQ, Transvaal, area 1 196 square metres, situated at 30 Aalwyn Street, Randpark Ridge Extension 41, Randburg.

Improvements (not guaranteed): Single-storey dwelling consisting of lounge, dining-room, study, kitchen, three bedrooms, fitted carpets/tiled, two bathrooms, shower cubicle, three toilets 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 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on the 5 day of January 1994.

P. le Mottee, for Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/N3062/ij.)

Case 4346/93

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

In the matter between **First National Bank of South Africa Limited**, Execution Creditor, and **Lukas Herman Loots**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Alberton, on 10 November 1989, and a warrant of execution issued, the following property will be sold in execution to the highest bidder on 9 February 1994 at 10:00, at the Sheriff of the Court's offices, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

Erf 1772, Brackenhurst Extension 2 Township, Registration Division IR, Transvaal, measuring 1 578 (one thousand five hundred and seventy-eight) square metres (22 Narsing Road, Brackenhurst, Alberton).

Zoned as: Residential I.

Existing of: Lounge, dining-room, kitchen, three bedrooms, two bathrooms, two toilets, two garages and outbuildings.

Improvements (not warranted to be correct).

Terms and conditions:

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

2. *Conditions:* The full conditions of sale may be inspected prior to the day of the sale at the offices of the Sheriff of the Court. The said conditions will be read out by the Sheriff of the Court immediately prior to the sale.

3. Where the purchaser pay or will pay all amounts necessary to obtain transfer of the property, including transfer costs, transfer duty and/or VAT.

Signed at Alberton on this the 13th day of December 1993.

R. Swanevelder, for S. J. Naude & Klopper, Attorneys for Plaintiff, 42 Van Riebeeck Avenue, P.O. Box 34, Alberton, 1450. (Tel. 907-2730.) (Ref. R. Swanevelder/cvdm.)

Case 7447/89

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

In the matter between **Provincial Building Society of South Africa**, Execution Creditor, and **Willem Johannes Steyn**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Alberton, on 10 November 1989, and a warrant of execution issued, the following property will be sold in execution to the highest bidder, on 9 February 1994 at 10:00, at the Sheriff of the Court's Office, Johria Court 4, Du Plessis Street, Florentia, Alberton:

Erf 784, Alberton Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres (68 Eighth Avenue, Alberton North).

Zoned as: Residential 1.

Existing of: two bedrooms, bathroom, kitchen, scullery, dining-room, lounge, stoep, garage and outbuilding.

Improvements (not warranted to be correct).

Terms and conditions:

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

2. *Conditions:* The full conditions of sale may be inspected prior to the day of the sale at the offices of the Sheriff of the Court.

The said conditions will be read out by the Sheriff of the Court immediately prior to the sale.

3. Where the purchaser pay or will pay all amounts necessary to obtain transfer of the property, including transfer costs, transfer duty and/or VAT.

Signed at Alberton on this the 13th day of December 1993.

R. Swanevelder, for S. J. Naude & Klopper, Attorneys for Plaintiff, 42 Van Riebeeck Avenue; P.O. Box 34, Alberton, 1450. (Tel. 907-2730.) (Ref. R. Swanevelder/cvdm.)

Case 6738/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Cebekulu Jabulani**, First Defendant, and **Cebekulu Talitha**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the Sales Room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 11 February 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the Sales Room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

Erf 8371, Dobsonville Extension 2 Township, Roodepoort, Registration Division IQ, Transvaal, measuring 339 (three hundred and thirty-nine) square metres, situated at Erf 8371, Dobsonville Extension 2 Township, Roodepoort.

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

Dwelling under tiled roof, three bedrooms, bathroom, lounge, dining-room, passage and kitchen. Outbuilding: Single garage.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 22nd 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. C20393/PC.)

Case 19066/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tsomane Gaolathe Tapson**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the Sales Room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 11 February 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the Sales Room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

Erf 2245, Dobsonville Township, Roodepoort, Registration Division IQ, Transvaal, measuring 280 (two hundred and eighty) square metres, situated at Erf 2245, Dobsonville Township, Roodepoort.

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

Semi-detached dwelling under asbestos roof, two bedrooms, kitchen and dining-room.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 22nd 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. T21671/PC.)

Case 9711/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **April Monde Desmond**, First Defendant, and **April Cynthia Joyce**, 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 10 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 22243, Meadowlands Township, Registration Division IQ, Transvaal, measuring 223 (two hundred and twenty-three) square metres, situated at Erf 538B Zone 4 Meadowlands Township.

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

Dwelling consisting of two bedrooms, dining-room and kitchen. Outbuildings: Three garages.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 15th 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. A8009/PC.)

Case 13181/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Denalane Koekeditsoe Ella**, 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 10 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 445, Diepkloof Extension Township, Registration Division IQ, Transvaal, situated at Erf 445, Diepkloof Extension Township.

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

Dwelling under asbestos roof, lounge, dining-room, four bedrooms, kitchen, two bathrooms and toilet. Outbuildings: Two single garages and two servants quarters.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 20th 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. D14705/PC.)

Case 30984/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Konzeka Loki Meshack**, First Defendant, and **Konzeka Sylvia 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 office of the Sheriff, 131 Marshall Street, Johannesburg, on 10 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 2245, Emdeni Extension 1 Township, Registration Division IQ, Transvaal, measuring 264 (two hundred and sixty-four) square metres, situated at Erf 2245, Emdeni 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 garages and store-room.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 15th 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. K25233/PC.)

Case 29893/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Melamane Bruce**, First Defendant, and **Melamane Linda Leonard**, Second Defendant, and **Melamane Nomathamsanqa Florence**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 10 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 24405, Meadowlands Township, Registration Division IQ, Transvaal, measuring 242 (two hundred and forty-two) square metres, situated at Erf 521 (now renumbered Erf 24405), Meadowlands Zone 6 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 and bathroom.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 15th 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. M25050/PC.)

Case 17174/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Morailane Mampai Esther N.O.**, executrix in the estate late **Morailane Emely Matebello**, 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 10 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:

All right, title and interest in the leasehold in respect of Erf 1302, Jabavu Central Western Township, Registration Division IQ, Transvaal, measuring 278 (two hundred and seventy-eight) square metres, situated at Erf 1302, Jabavu Central Western Township.

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

Single-storey dwelling, two bedrooms, dining-room and kitchen. Outbuildings: Two garages and three servants' quarters.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 20th 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. M21507/PC.)

Case 14902/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mvabaza Sigcawo Francis**, First Defendant, and **Mvabaza, Mpho Martha**, 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 10 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:

All right, title and interest in the leasehold in respect of Erf 3193, Moroka Township, Registration Division IQ, Transvaal, measuring 290 (two hundred and ninety) square metres, situated at Erf 3193, Moroka Township.

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

Outbuildings: Two garages and store-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 20th 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. M23474/PC.)

Case 20717/89

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mzangwe, Mzimkulu Baker**, First Defendant, and **Mzangwe, Yoliswa Francinah**, 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 10 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 9217, Pimville Zone 6 Township, Registration Division IQ, Transvaal, measuring 325 (three hundred and twenty-five) square metres, situated at Erf 9217, Pimville Zone 6 Township.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 20th day of December 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M15697/PC.)

Case 19070/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mzobe, Ntombana Alzina**, 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 10 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:

All right, title and interest in the leasehold in respect of Erf 156, Mofolo North Township, Registration Division IQ, Transvaal, measuring 259 (two hundred and fifty-nine) square metres, situated at Erf 156, Mofolo North Township.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 20th 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. M21679/PC.)

Case 22036/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ndlazi, Mandhlakayise Michael**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 10 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 307, Pimville Zone 7 Township, Registration Division IQ, Transvaal, measuring 323 (three hundred and twenty-three) square metres, situated at Erf 307, Pimville Zone 7 Township.

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

Outbuilding: Single garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 21st 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. N16414/PC.)

Case 30425/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tsatsi, Sello Ephraim**, 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 10 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:

All right, title and interest in the leasehold in respect of Erf 2764, Protea Glen Extension 2 Township, Registration Division IQ, Transvaal, measuring 288 (two hundred and eighty-eight) square metres, situated at Erf 2764, Protea Glen Extension 2 Township.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 15th 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. T25090/PC.)

Case 19684/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of SA Limited**, Plaintiff, and **Vorster, Jacobus Petrus**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, granted on 16 September 1993, a sale without reserve will be held by the Sheriff at the Sheriff's Offices, 131 Marshall Street, Johannesburg, on Thursday, 10 February 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the premises of the Sheriff prior to the sale, at the offices of the Sheriff:

1. Erf 2130, Northcliff Extension 15, Township Registration Division IQ, Transvaal, measuring 2 466 square metres, held by Deed of Transfer T29360/91.

2. Erf 2131, Northcliff Extension 15, Township Registration Division IQ, Transvaal, measuring 2 509 square metres, held by Deed of Transfer T29359/91, both situated at 20 Mark Avenue, Northcliff Extension 15.

Improvements: The following improvements are reported to be on the property but nothing is warranted or guaranteed: Such improvements consist of vacant stand.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or 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 cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

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

C. Greenfield, for Moss-Morris CC, Plaintiff's Attorneys, Eighth Floor, Inner Court, 74 Kerk Street, P.O. Box, Johannesburg. (Tel. 337-2121.) (Ref. Mr Greenfield/T. Kwinana/F175.)

Saak 3261/93

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

In die saak tussen **Die Stadsraad van Akasia**, Eiser, en **Potties Investments (Edms.) Beperk**, Verweerder

Ingevolge 'n uitspraak van die Landdros gedateer 8 Junie 1993, en 'n lasbrief vir eksekusie gedateer 13 Julie 1993, word die ondergemelde eiendom in eksekusie verkoop op 18 Februarie 1994 om 11:00, te die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko-Meule), ou Warmbadpad, Bon Accord:

Die verkoopvoorwaardes lê ter insae by die gemelde Balju.

Landbouhoewes 77, Suid-westelike hoek van Vyfde Laan (Willem Cruywagenweg) en Tweede Straat, Klerksoord, Akasia, groot 2,1403 hektaar, gehou kragtens Akte van Transport T18934/1988.

Geen verbeterings is op die eiendom aangebring nie.

Die volgende voorwaardes is van toepassing.

1. Die koper moet alle agterstallige belasting aan plaaslike owerheid betaal.
2. Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping en die balans is betaalbaar tesame met rente teen 15% (vyftien persent) per jaar vanaf die dag van die verkoping tot met registrasie en waarvoor die koper 'n bank- of bouverenigingwaarborg, wat deur die Vonnissskuldeiser goedgekeur is, binne 30 (dertig) dae vanaf die verkoping aan die Balju moet lewer.
3. Die koper is verantwoordelik vir die afslaerskommissie van 4% (vier persent) kontant op dag van veiling aan gemelde Balju te betaal, plus 14% belasting.

Geteken te Pretoria-Noord hierdie 12de dag van Januarie 1994.

Frik van Zyl, Prokureur vir Eiser, Danie Theronstraat 260, Pretoria-Noord. (Tel. 546-0417/8.) (Verw. mev. Kruger/A47/93.)

Case 3261/93

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

In the matter between **Die Stadsraad van Akasia**, Plaintiff, and **Potties Investments (Pty) Ltd**, Defendant

In pursuance of a judgment of the above Honourable Court, dated 8 June 1993 and a warrant of execution, dated 13 July 1993, a sale in execution will be held on 18 February 1994 at 11:00, at the office of the Sheriff of Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord:

The full conditions of sale will be read out by the Sheriff, prior to the sale, and may be inspected at the office of the Sheriff:

Agricultural Holding 77, South western corner of Fifth Avenue (Willem Cruywagen Road) and Second Street, Klerksoord, Akasia, measuring 2,1403 hectares, held by the Defendant under Deed of Transport T18934/1988.

Improvements on the property: None.

Conditions of sale:

1. The purchaser shall pay all the arrear rates and taxes due to the City Council of Akasia.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance with interest at the rate of 15% (fifteen per cent) per annum from the date of sale to the date of registration of transfer, to be secured by a bank or building society guarantee approved by the Judgment Creditor, and to be furnished to the Sheriff within 30 days from the date of sale.
3. The purchaser shall pay Sheriff's commission @ 4% (four per cent) payable on date of sale, plus 14% (fourteen per cent) tax.

Dated at Pretoria North this 12th day of January 1994.

Frik van Zyl, Attorney for Plaintiff, 260 Danie Theron Street, Pretoria North. (Tel. 546-0417/8.) (Ref. Mrs Kruger/A47/93.)

Saak 1294/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **NBS Bank Bpk.** (Reg. No. 87/01384/06), Eiser, en **D. M. Kuzwayo**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof, op 30 Maart 1992 die onderstaande eiendom te wete:

Alle reg titel en belang in die huurpag van Erf 743, Tsakane-uitbreiding 1-dorpsgebied, geleë te 743 Tsakane-uitbreiding 1, Brakpan, bestaande uit 276 m² vierkante meter, met sonering Residensieel, in eksekusie verkoop sal word op 11 Februarie 1994 om 11:00, te kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste bieër.

Die volgende verbeteringe skyn op die eiendom te wees maar word nie gewaarborg nie: Woning gebou van steen/pleister met teëldak, bestaan uit sitkamer, twee slaapkamers, badkamer en kombuis.

Buitegeboue bestaande uit geen.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju, Brakpan. 'n Substansiële bougenootskaplening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 10de dag van Januarie 1994.

Frank le Roux Geyser & De Kock, Glenleyhuis, Kingswaylaan 116, Posbus 116, Brakpan. [Tel. (011) 744-4620/7.] (Verw. mev. Goosen-N796.)

Saak 4546/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **NBS Bank Bpk** (Reg. No. 87/01384/06), Eiser, en **S. M. Twala**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 25 November 1993, die onderstaande eiendom te wete:

Erf 15703, Tsakane-uitbreiding 5-dorpsgebied, geleë te Stand 15703, Tsakane-uitbreiding 5, Brakpan, bestaande uit 236 m² vierkante meter, met sonering Residensieel, in eksekusie verkoop sal word op 11 Februarie 1994 om 11:00, te kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste bieder.

Die volgende verbeteringe skyn op die eiendom te wees maar word nie gewaarborg nie: Woning gebou van gepleisterde stene met teëldak, bestaande uit sitkamer, twee slaapkamers, badkamer en kombuis.

Buitegeboue bestaande uit: Geen.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju, Brakpan. 'n Substansiële bougenootskapslening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 10de dag van Januarie 1994.

Frank Le Roux Geyser & De Kock, Glenleyhuis, Kingswaylaan 116, Posbus 116, Brakpan. [Tel. (011) 744-4620/7.] (Verw. Mev. Goosen/N941.)

Saak 842/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

In die saak tussen **Saambou Bank Bpk.**, voorheen Saambou-Nasionale Bouvereniging, Eiser, en **S. S. Letlhake**, Eerste Verweerder, en **B. S. Letlhake**, Tweede Verweerder

In terme van 'n vonnis van bogenoemde Agbare Hof, en 'n lasbrief teen onroerende goed, uitgereik deur bogenoemde Agbare Hof, sal 'n verkoping in eksekusie by wyse van 'n geregtelike verkoping aan die hoogste bieder, sonder 'n reserweprys gehou word deur die Balju van Fochville voor die Landdroskantoor, Losberglaan, Fochville, op Vrydag, 25 Februarie 1994 om 10:00.

Die verkoopvoorwaardes wat deur die Balju gelees sal word voor die verkoping 'n aanvang neem, is ter insae te die kantoor van die Balju en die Eiser se prokureurs, Philip Matthee & Kie. van Kerkstraat, Fochville.

Die eiendom wat verkoop word is beskryf as Erf 77, geleë in die dorpsgebied Kokosi, Fochville, geleë te Serobatsestraat 77, Kokosi, Fochville, Registrasieafdeling IQ, Transvaal, groot 379 (driehonderd nege-en-sewentig) vierkante meter.

10% (tien persent) van die koopprys en die afslaer se koste in kontant is betaalbaar op die dag van die verkoping, die saldo teen registrasie van die Transport wat gewaarborg moet word deur 'n goedgekeurde bank- of bougenootskapswaarborg wat afgelewer moet word binne 14 dae vanaf datum van verkoping en verder ooreenkomstig die voorwaardes van die verkoping.

Geteken te Fochville op die 7de dag van Januarie 1994.

D. Matthee, vir Philip Matthee & Kie., Prokureur vir Eiser, Kerkstraat 49, Fochville, 2515. (Tel. 2041/2.)

Saak 18048/92

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou-Nasionale Bouvereniging Bpk., Eiser, en **Johannes Hendrik Venter**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling, in bogemelde saak op 26 Januarie 1993 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Wes, op 10 Februarie 1994 om 10:00, te Olivettigebou 607, hoek van Pretorius- en Schubartstraat, Pretoria, verkoop:

Sekere Resterende Gedeelte van Erf 296, geleë in die dorpsgebied Claremont, Pretoria, Registrasieafdeling JR, Transvaal, met straatadres bekend as Louisastraat 966, Claremont, groot 1 276 (eenduisend tweehonderd ses-en-sewentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, eetkamer, vier slaapkamers, badkamer-/waskamer, motorhuis, bediendekamer, toilet en pakkamer.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Olivettigebou 607, hoek van Pretorius- en Schubartstraat, Pretoria.

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

Saak 14012/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **NBS Bank Beperk**, Eiser, en **F. H. Kalp**, Eerste Verweerder, en **M. E. F. Kalp**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdros van Klerksdorp, en lasbrief vir eksekusie teen goed, met datum 1 Desember 1993, sal die ondervermelde eiendom op Vrydag, 11 Februarie 1994 om 09:00, te die Balju Kantore, Orkney, Championweg 25, Orkney, aan die hoogste bieder verkoop word, naamlik:

Erf 3179, Orkney-uitbreiding 2, Registrasieafdeling IP, Transvaal, groot 1 408 (eenduisend vierhonderd en agt) vierkante meter, ook bekend as Oliver Goldsmithstraat 12, Orkney, gehou kragtens Transport T42936/1987, 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 Landdroshof van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die Verbandhouer, NBS Bank Bpk.

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

3. Die volgende verbeterings word beweer op die eiendom te wees: 'n Enkelverdiepingwoonhuis bestaande uit drie slaapkamers, eetkamer, sitkamer, woonkamer, kombuis, twee badkamers.

Buitegeboue: Enkelmotorhuis, twee bediendekamers en toilet.

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Championweg 25, Orkney, nagesien word.

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

Case 133/93

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

In the matter between **World Books (Proprietary) Limited**, Plaintiff, and **Aubrey Robert Prince**, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 15 February 1993, and a warrant of execution, the undermentioned property will be sold on 11 February 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf: Portion 6 of Erf 846, Reigerpark, Extension 1, Boksburg.

Known as: 6 Clarence September Street, Reigerpark, Extension 1, Boksburg.

Measuring: 171 square metres.

Held under Deed of Transfer T45060/1987.

Improvements:

Single-storey dwelling with tiled roof consisting of three bedrooms, dining-room, sitting-room, kitchen, bathroom and servants' quarters.

(To the best of our knowledge and information).

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid on the date of sale and the balance together with interest to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

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

3. The purchaser shall be liable for all outstanding rates and taxes.

4. The complete conditions of sale may be inspected at the office of the Deputy Sheriff, Boksburg.

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

J. Mathee, for Malherbe, Rigg & Ranwell, Attorneys for Plaintiff, United Building, Second Floor, Commissioner Street, Boksburg. (Tel. 892-2040.) (Ref. Coll/AM/DC2/RJ.)

Saak 1614/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Danny Rasinah**, Eerste Verweerder, en **Irene Rasinah**, Tweede Verweerder

Ingevolge uitspraak van die Landdros, Randfontein en lasbrief tot geregtelike verkoop met datum 19 Junie 1992, sal die ondervermelde eiendom geregtelik verkoop word op 11 Februarie 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 526, Mohlakeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 367 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL53669/1989. Bekend as machengstraat 526, Mohlakeng Randfontein, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder 'n sinkdak wat bestaan uit twee slaapkamers, kombuis, gekombineerde sit-eetkamer, daar is geen buitegeboue en die perseel is omhein met draad.

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

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

Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word. Die Eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N413.)

Case 8292/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **The Town Council of Boksburg**, Plaintiff, and **J. C. Kriek**, Defendant

The undermentioned property will be sold without reserve and with a deposit of 10% (ten per cent) by the Sheriff at 182 Leeupoort Street, Boksburg, on 11 February 1994 at 11:15, where the conditions of sale may be inspected:

Erf: Remaining Extent of Erf 174, Witfield, Boksburg, Portion 21.

Known as: 13 Bester Street, Witfield, Boksburg.

Measuring: 991 square metres.

Improvements: (Which are not guaranteed to be correct) no plans available.

J. P. J. van Vuuren, for Malherbe Rigg & Ranwell, Attorneys for Plaintiff, Second Floor, United Building, 324 Commissioner Street, Boksburg. (Tel. 892-2040.) (Ref. A. van Tonder.)

Case 8626/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **The Town Council of Boksburg**, Plaintiff, and **J. Spies**, Defendant

The undermentioned property will be sold without reserve and with a deposit of 10% (ten per cent) by the Sheriff at 182 Leeupoort Street, Boksburg on 11 February 1994 at 11:15, where the conditions of sale may be inspected:

Erf: 158, Cason, Boksburg.

Known as: 72 Champion Street, Cason, Boksburg.

Measuring: 574 square metres.

Improvements: (which are not guaranteed to be correct) no plans available.

J. P. J. van Vuuren, vir Malherbe Rigg & Ranwell, Attorneys for Plaintiff, Second Floor, United Building, 324 Commissioner Street, Boksburg. (Tel. 892-2040.) (Ref. A. van Tonder.)

Case 8467/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **The Town Council of Boksburg**, Plaintiff, and **A. Smith**, Defendant

The undermentioned property will be sold without reserve and with a deposit of 10% (ten per cent) by the Sheriff at 182 Leeupoort Street, Boksburg, on 11 February 1994 at 11:15, where the conditions of sale may be inspected:

Erf 389, Boksburg South, Boksburg, known as 248 Stockenstroom Street, Boksburg South, Boksburg, measuring 476 square metres.

Improvements: (Which are not guaranteed to be correct).

Main building: Three bedrooms, bathroom, lounge, dining-room, kitchen.

Outbuildings: Boys room, laundry, garage.

J. P. J. van Vuuren, Malherbe Rigg & Ranwell, Attorneys for Plaintiff, Second Floor, United Building, 324 Commissioner Street, Boksburg. (Tel. 892-2040.) (Ref. A. van Tonder.)

Case 8293/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **The Town Council of Boksburg**, Plaintiff, and **J. C. Kriek**, Defendant

The undermentioned property will be sold without reserve and with a deposit of 10% (ten per cent) by the Sheriff at 182 Leeupoort Street, Boksburg, on 11 February 1994 at 11:15, where the conditions of sale may be inspected:

Erf 174 Portion 20, Witfield, Boksburg, known as 13 Bester Street, Witfield, Boksburg, measuring 991 square metres.

Improvements: (Which are not guaranteed to be correct).

Main building: Three bedrooms, two bathrooms, lounge, dining-room and kitchen.

Outbuildings: Carport, servant's room, TV-room, playroom and main lounge.

J. P. J. van Vuuren, for Malherbe Rigg & Ranwell, Attorneys for Plaintiff, Second Floor, United Building, 324 Commissioner Street, Boksburg. (Tel. 892-2040.) (Ref. A. van Tonder.)

Case 8624/93

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

In the matter between **The Town Council of Boksburg**, Plaintiff, and **G. M. J. De Beer**, Defendant

The undermentioned property will be sold without reserve and with a deposit of 10% (ten per cent) by the Sheriff at 182 Leeupoort Street, Boksburg, on 11 February 1994 at 11:15, where the conditions of sale may be inspected:

Erf 504 Beyers Park Extension 5, Boksburg, known as 674 Trichardt Street, Beyers Park, Boksburg, measuring 100 square metres.

Improvements: (Which are not guaranteed to be correct).

Main building: Three bedrooms, three bathrooms, lounge, dining-room and kitchen.

Outbuildings: Garage, play-room, TV-room and a swimming-pool.

J. P. J. van Vuuren, for Malherbe Rigg & Ranwell, Attorneys for Plaintiff, Second Floor, United Building, 324 Commissioner Street, Boksburg. (Tel. 892-2040.) (Ref. A. van Tonder.)

Case 8418/92

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

In the matter between **United Bank** (a division of ABSA Bank Limited), Plaintiff and **I M & R Kornblum**, Defendant

The undermentioned property will be sold without reserve and with a deposit of 10% (ten per cent) by the Sheriff at 182 Leeupoort Street, Boksburg, on 4 February 1994 at 11:15, where the conditions of sale may be inspected.

Erf 432 Parkdene, Boksburg, Registration Division IR, Transvaal, known as 273 Trichardt Road, Parkdene, Boksburg, measuring 991 square metres.

Improvements: (Which are not guaranteed to be correct).

Main building: Entrance-hall, lounge, dining-room, four bedrooms, two bathrooms with w.c., study and kitchen.

Outbuildings: Store-room, w.c. and double garage.

J. P. J. van Vuuren, for Malherbe Rigg & Ranwell, Attorneys for Plaintiff, Second Floor, United Building, 324 Commissioner Street, Boksburg. (Ref. A. van Tonder.)

Case 8283/93

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

In the matter between **The Town Council of Boksburg**, Plaintiff, and **L. J. Olivier**, Defendant

The undermentioned property will be sold without reserve and with a deposit of 10% (ten per cent) by the Sheriff at 182 Leeupoort Street, Boksburg, on 11 February 1994 at 11:15, where the conditions of sale may be inspected:

Erf 156, Morganridge Extension 2, Boksburg, known as 12 Diaz Street, Morganridge, Boksburg, measuring 900 square metres.

Improvements (which are not guaranteed to be correct):

Main building: Three bedrooms, bathroom, lounge, dining-room and kitchen.

Outbuildings: Double garage, extension to kitchen and dining-room.

J. P. J. van Vuuren, for Malherbe Rigg & Ranwell, Attorneys for Plaintiff, Second Floor, United Building, 324 Commissioner Street, Boksburg. (Tel. 892-2040.) (Ref. A. van Tonder.)

Saak 3537/91

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **Saambou Bank Beperk**, Vonnisskuldeiser, en **Philippus Carel Bodenstein**, Eerste Vonnisskuldenaar, en **Hester Maria Bodenstein**, Tweede Vonnisskuldenares

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 2 Desember 1993, word die hiernavermelde eiendom op Vrydag, 9 Februarie 1994 om 10:00, voor die Landdroskantoor, Ermelo, geregteelk verkoop aan die persoon wat die hoogste bod maak, naamlik:

Resterende Gedeelte van Erf 565, geleë in die dorp Ermelo, registrasieafdeling IT, Transvaal, groot 1 428 (eenduisend vierhonderd agt-en-twintig) vierkante meter, gehou kragtens Akte van Transport T72939/89. Die eiendom is verbeter en geleë te Kleinstraat 15, Ermelo, 2350.

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

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprijs aan die Balju vir die Landdroshof, Ermelo, betaal en vir die balans van die koopprijs moet die koper 'n bank- of bouverenigingwaarborg aan die Balju vir die Landdroshof, Ermelo, lewer binne 30 (dertig) dae na datum van verkoping.

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

(c) Die koper sal aanspreeklik wees vir hereregte, transportkoste en agterstallige belastinge indien enige, tesame met Belasting op Toegevoegde Waarde daarop, asook ander uitgawes wat nodig is om transport te laat geskied.

Gedateer te Ermelo hierdie 11de dag van Januarie 1994.

E. T. Slabbert, vir M. M. Nolte, De Clercqstraat 11, Ermelo, 2350. (Verw. mnr. Slabbert/ze 2525.)

Case 5440/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Tiyina Amos Hlatshwayo**, First Defendant, and **Lindi Anna Hlatshwayo**, Second Defendant

On 9 February 1994 at 10:00, a public action sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this auction, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 914, Tokoza Township, Registration Division IR, Transvaal, measuring 293 (two hundred and ninety-three) square metres, also known as Erf 914, Tokoza, Alberton (hereinafter called the property.)

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising servants' quarters and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21,75% (twenty-one comma seven five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price of four hundred rand [(R400) whichever is the greater] immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on this 10th day of January 1994.

N. A. Livesey, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MH0200/CMK.)

Case 12952/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Stanley Neville Fegen**, First Defendant, and **Janette Dierdrie Fegen**, Second Defendant

On 14 February 1994 at 10:00, a public auction sale will be held in front of the offices of the Sheriff, Ground Floor, Du Pisanie Building, 74 Joubert Street, Germiston, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Erf 201, Lambton Township, Registration Division IR, Transvaal, measuring 2 023 (two thousand and twenty-three) square metres, also known as 17 Third Avenue, Lambton, Germiston (hereinafter called the property.)

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising five rooms other than kitchen and two bathrooms with outbuildings of a similar construction comprising carport and servant's quarters.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21,75% (twenty-one comma seven five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand [(R400) whichever is the greater] immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on this 10th day of January 1994.

N. A. Livesey, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MF0040/Miss Kent.)

Case 1017/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dorah Tryphina Chilwane**, Defendant

On 9 February 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 2639 (formerly Erf 412), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 2639 (formerly Erf 412), Likole Extension 1, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single-storey brick built residence under iron roof comprising two rooms other than kitchen and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18,75% (eighteen comma seven five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price of four hundred rand [(R400) whichever is the greater] immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on this 11th day of January 1994.

N. A. Livesey, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MC0014/CMK.)

Case 8351/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mzomo Albert Ndashe**, First Defendant, and **Busisiwe Gertrude Ndashe**, Second Defendant

On 9 February 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 2507 (formerly Erf 281), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 2507 (formerly Erf 281) Likole Extension 1, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single-storey brick built residence under iron roof comprising three rooms other than kitchen and one and a half bathrooms.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16% (sixteen per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand [(R400) whichever is the greater] immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on this 11th day of January 1994.

N. A. Livesey, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MN0129/CMK.)

Case 7545/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Kenneth Sephepha**, First Defendant, and **Thembisile Alphonsinah Sephepha**, Second Defendant

On 9 February 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 11074 (formerly Erf 403) Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 264 (two hundred and sixty-four) square metres, also known as Erf 11074 (formerly Erf 403) Tokoza Extension 2, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single-storey brick built residence under tiled roof comprising two rooms other than kitchen and bathroom.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21,75% (twenty one comma seven five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand [(R400) whichever is the greater] immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on this 10th day of January 1994.

N. A. Livesey, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MS0198/CMK.)

Case 8986/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Mandlenkosi Samuel Mabizela**, First Defendant, and **Sibongile Doris Mabizela**, Second Defendant

On 9 February 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 477, Mngadi Extension 2 Township, Registration Division IR, Transvaal, measuring 271 (two hundred and seventy-one) square metres, also known as Erf 477, Mngadi Extension 2, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single-storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21,75% (twenty one comma seven five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand [(R400) whichever is the greater] immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on this 10th day of January 1994.

N. A. Livesey, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0007/CMK.)

Case 6696/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Enock Ndleleni Dube**, First Defendant, and **Joyce Kedibone Ratombo**, Second Defendant

On 9 February 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the court in this action warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 2156, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 308 (three hundred and eight) square metres, also known as Erf 2156, Moleleki Extension 3, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and two bathrooms.

The material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1994, 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 current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21,75% (twenty-one comma seven five per cent) per annum, at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price, or four hundred rand (whichever is the greater), immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amount necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on this 12th day of January 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MD0477/CMK.)

Case 2286/92

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Ditshwinyane Johannes Tsoaela**, Defendant

On 9 February 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sherrif will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 11392 (formerly Erf 721), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 240 (two hundred and forty) square metres, also known as, Erf 11392 (formerly Erf 721), Tokoza Extension 2, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1994, 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 current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 22% (twenty-two per cent) per annum, at the time preparation of these conditions from date of sale to date of payment.

The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (whichever is the greater), immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sherrif and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on this 10th day of January 1994.

N. A. Livesey, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MT0011/CMK.)

Case 6696/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Enock Ndleleni Dube**, First Defendant, and **Joyce Kedibone Ratombo**, Second Defendant

On 9 February 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 2156, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 308 (three hundred and eight) square metres, also known as Erf 2156, Moleleki Extension 3, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be corrected and are not guaranteed): Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and two bathrooms.

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 current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21,75% (twenty-one comma seven five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (whichever is the greater), immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as actioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on this 10th day of January 1994.

N. A. Livesey, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MD0477/CMK.)

Case 8966/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Selvaraj Perumal**, Defendant

On 9 February 1994 at 10:00 a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Erf 14, Palm Ridge Township, Registration Division IR, Transvaal, measuring 540 (five hundred and forty) square metres, also known as 28 Calliandra Road, Palm Ridge, Alberton (hereinafter called Alberton the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising four rooms other than kitchen and bathroom with outbuildings of a similar construction comprising garage.

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 current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21,75% (twenty-one comma seven five per cent) per annum, at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (whichever is the greater), immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amount necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on this 10th day of January 1994.

N. A. Livesey, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MPO100/CMK.)

Case 6787/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sesi Alina Mosoeu**, Defendant

On 9 February 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 71, Ramakonopi (West) Township, Registration Division IR, Transvaal, measuring 312 (three hundred and twelve) square metres, also known as Erf 71, Ramakonopi (West), Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and bathroom.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on this 11th day of January 1994.

N. A. Livesey, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor Permanent Building, 165 Meyer Street, Germiston. (Ref. MM0417/CMK 825-1015.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jabulane Sedan Nkomo**, First Defendant, and **Alice Motsiliso Nkomo**, Second Defendant

On 9 February 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 2689 (formerly Erf 462), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 2689 (formerly Erf 462), Likole Extension 1, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and one and a half bathrooms.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1994, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16% (sixteen per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved by bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on this 11th day of January 1994.

N. A. Livesey, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor Permanent Building, 165 Meyer Street, Germiston. (Ref. MN0119/CMK 825-1015.)

Saak 169/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTGIETERSRUS GEHOU TE POTGIETERSRUS

In die saak tussen **United Bank**, 'n Afdeling Van **ABSA Bank Beperk**, Eiser, en **Madimetja James Masimini**, Verweerder

Ter uitvoerlegging van 'n vonnis wat die Landdros van Potgietersrus, toegestaan het op 7 Junie 1992, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde los goedere in eksekusie verkoop word op Vrydag, 4 Februarie 1994 om 10:30, by die kantoor van die Magistraat te Mahwelereng, aan die hoogste bieder naamlik:

Perseel: Eienaarseenheid No. 2357, geleë in die dorpsgebied Mahwelereng, distrik Mokerong, gehou Kragtens Grondbrief No. 651/84.

Terme: Streng kontant of bankgewaarborgde tjek.

Aldus gedoen en geteken te Potgietersrus op die 7de dag van Januarie 1994.

J. G. Vermeulen, vir Borman Snyman en Barnard Ing., Prokureur vir Eiser, Rentmeestergebou, Voortrekkerweg 63, Posbus 42, Potgietersrus 0600. (Verw: Mnr. Winnertz/LR/EU.8573.)

Case 2286/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Headrick Motorworld CC**, Plaintiff, and **Dirk Hendrik Grobler**, First Defendant, and **Stanfield Hills Investments (Pty) Ltd**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa, (Transvaal Provincial Division), in this suit, a sale without reserve will be held by the Sheriff of Bethal, at the Magistrates' Office, Mark Street, Bethal, on Friday, 4 February 1994 at 10:00, of the undermentioned property of the First 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 prior to the sale:

Certain Stand 1585, Bethal Extension 5 Township, Registration Division IS, Transvaal, known as 41 Nerine Street, Bethal, Transvaal, measuring 1522 (on five two two) square metres, held under and by virtue of Deed of Transfer No. T84152/91.

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

Improvements: A modern dwelling house of approximate size 260 (two hundred and sixty) square metres, together with a garage of approximately 56 (fifty-six) square metres, under same roof. Facebrick walls, tiled roof, carpeted floors together with tiles, pine and plaster ceiling, walled property, paving, sitting-room, dining-room, modern kitchen, four bedrooms, one *en suite* bathroom, all improvements have been done in approximately the last three to five years and the house is situated in a good residential area.

Reserve price: Without reserve.

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 guarantee, acceptable to the Plaintiff's attorney, to be furnished to the Sheriff within 30 (thirty) days from the date of sale.

Auctioneer's charges: Payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter at 3% (three per cent) on the balance, subject to a maximum fee of R6 000 (six thousand rand) and a minimum fee of R50 (fifty rand).

Dated at Pretoria on the 11th day of January 1994.

Savage Jooste & Adams Inc., Attorneys for Plaintiff, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. Tel. (012) 334-3814. (Ref. G. Avvakoumides/rvds/E29.11p.)

Saak 766/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

In die saak tussen **Voischenk De Wet & Du Plessis**, Eiser, en **Prinsloo M. M. Mev.**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof, gedateer 2 Augustus 1993, en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom om op 11 Februarie 1994 om 11:00, te Landdroshof, Cullinan, geregtelik verkoop sal word, naamlik:

Gedeelte 61 (gedeelte van Gedeelte 21) van die plaas Rietfontein, Registrasieafdeling JR, Transvaal, ook bekend as Plot 61, Rietfontein, Cullinan, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Cullinan, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van koopsom op datum van veiling in kontant betaalbaar plus afslaerskommissie.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling in kontant of gewaarborg deur 'n aanvaarbare bankwaarborg.
3. Besit onderhewig aan enige huurkontrak.
4. Reserwe prys wat op veiling aangekondig sal word.

Gedateer te Bronkhorstspuit op hede die 10de dag van Januarie 1994.

Wessel Ebersohn, Cilliersgebou, Krugerstraat, Bronkhorstspuit; Posbus 160, Bronkhorstspuit, 1020. [Tel. (012) 20057/8/9.] (Verw. DV/V265.)

Saak 8234/92
PH 206 07

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk (Allied Bank Afdeling)**, Eiser, en **Anthony Robert Coetzee**, 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 Verkoopkamers van die Balju, Marshallstraat 131, Johannesburg, op 10 Februarie 1994 om 10:00, die voorwaardes wat deur die Vendusieafslaer 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 1383, Turffontein-dorpsgebied, Registrasieafdeling JR, Transvaal, ook bekend as Churchstraat 5, Turffontein, grootte 495 (vierhonderd vyf-en-negentig) vierkante meter, verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende:

Binnegebou 112 (eenhonderd en twaalf) vierkante meter, ingangsportaal, sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer/spoellatrine en spoellatrine, gebou uit baksteen onder teëldak, buitegeboue 42 (twee-en-veertig) vierkante meter, motorhuis, bediendekamer, spoellatrine en swembad, gebou uit baksteen onder teëldak.

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

Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (ses duisend rand). Minimum fooie R50 (vyftig rand).

Gedateer te Johannesburg op die 23ste dag van Desember 1993.

Olivier & O'Connor, Eiser se Prokureurs, Mentzstraat 42, Booyens. (Tel. 433-3810.) (Verw. Mnr. O'Connor/mev. Potgieter.)

THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **De Beer, Mark Edwin**, Identity Number 6008295076001, 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 182 Progress Avenue, Technikon, Roodepoort, on Friday 11 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, Roodepoort, prior to the sale.

Erf 233, Weltevredenpark Extension 5 Township, Registration Division IQ, Transvaal, being 1 Mostertboom Avenue, Weltevredenpark Extension 5, 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 lounge, dining-room, family room, three bedrooms, bathroom and toilet, separate shower and toilet, kitchen, s/q, store-room, shower and toilet.

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

Dated at Johannesburg on the 11th day of January 1994.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 419496.)

Case 28470/93
PH 45

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Bristow, Colleen Pauline**, 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 and subject to written confirmation by the Plaintiff, will be held at the offices of the Sheriff, Sandton, 13th Floor, Metro Centre, Hendrik Verwoerd Drive, Randburg, on Friday 4 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, Sandton, prior to sale.

Erf 84, Lyme Park Extension 4 Township, Registration Division IR, Transvaal, measuring 1002 (one thousand and two) square metres, being 32 Mount Stephen Crescent, Lyme Park Extension 4, Sandton.

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

Main building: 231 (two hundred and thirty-one) square metres, including a flat of 44 (fourty-four) square metres, lounge, dining-room, kitchen, scullery, two bedrooms, bathroom/w.c./shower, bathroom/w.c., brick driveway and patio.

Outbuildings: Garage, servant's room, w.c. and swimming-pool.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand); and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Randburg this the 5th day of January 1994.

Cliffe Dekker & Todd Inc., Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Johannesburg. (Tel. 832-2911.) (Ref. Mr T. Fletcher/Mr I. K. Haynes.)

Case 842/93
PH 124

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **John Kotsianis**, First Defendant, and **Roselyn Kotsianis**, Second Defendant

A sale without reserve will be held at the Sheriff's Office, 13th Floor Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on Friday 18 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:

1. Portion 3 of Erf 5, Morningside Manor Township, Registration Division IR, Transvaal, being 3 Alon Street, Morningside Manor, measuring: 3 916 (three thousand nine hundred and sixteen) square metres.

2. Erf 448, Morningside, Extension 53 Township, Registration Division IR, Transvaal, being 2 Michelle Street, Morning-side Extension 53, measuring 417 (four hundred and seventeen) square metres.

Improvements described hereunder are not guaranteed.

Main building: Vacant land.

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

Dated at Johannesburg this 28th day of December 1993.

Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Ref. K J Braatvedt/pvb) (Tel. 883-2740.)

Case 12210/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Van Staden Rosina Johanna**, First Defendant, **Van Staden Cyril Obrey**, Second Defendant, **Van Staden Basil Roger**, Third Defendant, **Van Staden Errol Arthur**, Fourth Defendant, and **Van Staden Nyllin Colin**, Fifth Defendant

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

Certain Erf 548, Bosmont Township, Johannesburg, Registration Division IQ, Transvaal (9 Winterberg Avenue, Bosmont), measuring 496 (four hundred and ninety six) square metres, held under deed of Transfer F19841/1972.

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

The property consists of a living-room, dining-room, family room/study, two bedrooms, bathroom with toilet, 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 21 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). The sale may be subject to VAT which will be payable by purchaser.

Dated at Johannesburg this 22nd day of December 1993.

Langstaffe Bird & Company, Plaintiff's Attorneys, Tenth Floor, Metropolitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. Mr Letty/HAS.)

Case 6435/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **United Building Society Limited**, Plaintiff, and **Hurwitz Debra Lynn**, First Defendant, and **Hurwitz Roy**, Second Defendant

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

Certain Erven 471, and 472, Sydenham Township, Registration Division IR, Transvaal, situated at 51 Clarisbrook Street, Sydenham, Johannesburg, measuring 495 (four hundred and ninety-five) square metres each.

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

The house consists of an entrance hall, lounge, dining-room, TV-room, three bedrooms, two bathrooms, separate toilet, kitchen, scullery, double garage, servant's room with toilet, and a swimming-pool.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 21 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). The sale may be subject to VAT which will be payable by purchaser.

Dated at Johannesburg this 22nd day of December 1993.

Langstaffe Bird & Company, Plaintiff's Attorneys, Tenth Floor, Metropolitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. Mr Letty/HAS.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Booyesen Mara Helena**, First Defendant, and **Booyesen Jacobus Petrus Johannes**, Second Defendant

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

Certain Erf 713, South Hills Extension 1 Township, Registration Division IR, Transvaal, situated at 1 Letaba Street, South Hills, Johannesburg, measuring 547 (five hundred and forty-seven) square metres.

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

The house consists of an entrance hall, lounge, dining-room, two bedrooms, bathroom with toilet, and a 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 21 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). The sale may be subject to VAT which will be payable by purchaser.

Dated at Johannesburg this 22nd day of December 1993.

Langstaffe Bird & Company, Plaintiff's Attorneys, Tenth Floor, Metropolitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. Mr Letty/HAS.)

Saak 4830/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, handelende as Allied Bank, Eiser, en **Schalk Willem du Toit**, Eerste Verweerder, en **Alice Ellenoure du Toit**, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en lasbrief vir eksekusie gedateer 6 Januarie 1994, sal die eiendom hieronder genoem verkoop word in eksekusie op 9 Februarie 1994 om 12:00, by die Balju se Kantore, Evander, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Ingangsportaal, eetkamer, gesins/sitkamer, vier slaapkamers, twee badkamers, kombuis, bedien-dekamer/toilet, motorhuis en motorafdak.

Eiendom: Erf 3754, Secunda-uitbreiding 8, Registrasieafdeling IS, Transvaal, groot 1 111 (eenduisend eenhonderd en elf) vierkante meter, gehou kragtens Akte van Transport T68604/90, geleë te Hottentots Hollandstraat 2, 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 12 Januarie 1994.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/RE/A.464.)

Saak 4829/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, handelende as Allied Bank, en Eiser, en **Robert Lawrence Doubell**, Eerste Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en lasbrief vir eksekusie gedateer 6 Januarie 1994, sal die eiendom hieronder genoem verkoop word in eksekusie op 9 Februarie 1994 om 12:00, by die Balju se Kantore, Evander, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Ingangsportaal, sitkamer, eetkamer, kombuis, twee badkamers, opwaskamer, drie slaapkamers, bedienekwartiere en motorhuis met motorafdak.

Eiendom: Erf 5628, Secunda-uitbreiding 16, Registrasieafdeling IS, Transvaal, groot 903 (negehonderd en drie) vierkante meter, gehou kragtens Akte van Transport T63172/88, geleë te Brahmsstraat 9, 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 12 Januarie 1994.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/RE/A.463.)

Case 2085/93

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

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

Pursuant to a Judgment of the above Court and a warrant of attachment dated 30 March 1993, the undermentioned property will be sold in execution on Wednesday, 16 February 1994 at 10:00, at the offices of the Sheriff, 142 Struben Street, Pretoria, to the highest bidder:

Erf 249, situated in the Township of Wierdapark, Registration Division JR, Transvaal, measuring 1 487 square metres, held by the Defendant under Deed of Transfer T64710/91, known as 194 Theo Street, Wierdapark, 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 four bedrooms, three bathrooms, kitchen, lounge, dining-room, family-room, study, two garages and swimming-pool, precast perimeter enclosure, paved driveway and servants' quarters.

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 12th day of January 1994.

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

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 (twee), soos aangetoon en volledig 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 (eenhonderd nege-en-dertig) vierkante meter groot is, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST62/91(2)(Unit), volgens die Verweerder is die eiendom ook bekend as Deel 2, 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 Onderstepoort (net noord van die Sasko Meule) ou Warmbadpad, Bon Accord, Pretoria.

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

Hoofgebou bestaan uit: Gesinskamer, sitkamer, eetkamer, kombuis, twee slaapkamers, twee badkamers en lapa.

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

1. Die eiendom word verkoop sonder 'n reserweprys.
2. 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar. Vir die restant van die koopprys moet waarborg gelewer word binne 14 dae aan die Balju.
3. Die koper betaal 4% (vier persent) van die koopprys kommissie aan die Balju.
4. Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 14de dag van Januarie 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/an/A757.)

Case 16350/92

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

In the matter between **The Body Corporate of Kruda Court**, Execution Creditor, and **J. Jacobs**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Roodepoort, and a warrant of execution dated 15 February 1993, the following property will be sold in execution on 11 February 1994 at 10:00, at the offices of the Sheriff, 182 Progress Road, Technikon, Roodepoort:

Certain Unit 5 of S S Plan SS129/83, scheme name Kruda Court, in extent 63m² (sixty-three square metres), held by Deed of Transfer ST42107/91; also known as 5 Kruda Court, First Avenue, Georginia, District of Roodepoort.

Conditions of sale: The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the Deed of Transfer 42107/91 in so far as these are applicable.

The following improvements on the property have been reported but nothing is guaranteed: Lounge, bathroom, two bedrooms, kitchen, passage and garage.

Terms: The purchase price shall be paid as follows: 10% (ten per centum) thereof on the signing of the conditions of sale and the unpaid balance together with the interest thereof, at the rate stipulated in the first mortgage bond registered against the property to date of payment within 30 (thirty) days to be paid or secured by an approved bank or building society guarantee.

Conditions: The full conditions of sale will be read by the Sheriff, Roodepoort, immediately prior to the sale and may be inspected at his offices or at the offices of the attorneys, Oosthuizen & Erasmus, Mezzanine Floor, The Galleria, Goldman Street, Florida.

Dated at Florida on this the 10th day of January 1994.

Dawid Francois Oosthuizen, for Oosthuizen & Erasmus, Mezzanine Floor, The Galleria, Goldman Street, Florida.
(Tel. 674-1320.) (Ref. Oosthuizen/481/50513.)

Case 114810/92

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 **Campbell D.**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on the 22 December 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 3266, Eldorado Park Extension 2 Township, measuring 264 square metres, situated at 74 Mapelaberg Road, Eldorado Park Extension 2, held by Deed of Transfer T34864/1989, consisting of a two-bedroomed dwelling under asbestos roof, kitchen, lounge, toilet and painted walls, 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 on this the 4th day of January 1994.

C.L. de Ceglie, for Moodie & Robertson, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg; P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 333-6114.] (Ref. CB/R1411-8061.)

Case 58129/91

PH 176

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

In the matter between **City Council of Johannesburg**, Plaintiff, and **Du Plessis J. T.**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on the 11 February 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 570, Mulbarton Extension 2 Township, measuring 1310 square metres, situated at 101 The Boards, Mulbarton Extension 2, held by Deed of Transfer T36045/87, consisting of a three-bedroomed dwelling under zinc roof, kitchen, lounge, dining-room, two bathrooms and a carport, 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 on this the 4th day of January 1994.

C. L. de Ceglie, for Moodie & Robertson, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg; P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 333-6114.] (Ref. CB/R1506-2061.)

Case 66145/92
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 **Coppin Daisy Elizabeth**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 6 August 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 6075, Eldorado Park Extension 7 Township, measuring 416 square metres, situated at 6 Missouri Avenue, Eldorado Park Extension 7, held by Deed of Transfer T6902/88, consisting of a two-bedroomed dwelling under tile roof, kitchen, dining-room, bathroom with painted walls and 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, Turfontein, Johannesburg, and contain *inter alia* the following provisions:

1. Ten per cent of the purchase price in cash on the day of the sale.
2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.
3. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) on the proceeds of sale.
4. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds in so far as these are applicable.

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

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.] 1806-9626.)

Saak 457/88

IN DIE LANDDROSHOF VIR DIE DISTRIK SESHEGO GEHOU TE SESHEGO

In die saak tussen **mev. N. S. Whithead**, Eiser, en **L. Laka**, handeldrywende as Lucas Driving School, Verweerder

Ingevolge 'n vonnis van die landdroshof vir die distrik Seshego en 'n lasbrief vir eksekusie gedateer 3 Augustus 1993, sal die volgende goedere geregtelik aan die hoogste bieder verkoop word op 23 Februarie 1994 om 14:00, by die kantore van die Landdroshof, Seshego, te wete:

Erf C39, Zone 3, Seshego.

Terme: Streng kontant of bankgewaarborgde tjeks.

Geteken te Pietersburg hierdie 15de dag van Desember 1993.

A. C. Diamond, Prokureur vir Eiser, Forum 2-gebou, Kamer 103, Vorsterstraat 23B, Pietersburg, 0700. (Verw. AC-D/edk/D422/88.)

Case 7300/93

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Lab Construction Conveyor and Electrical Eng. CC**, Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 25 October 1993, the following property will be sold in execution by Libra Auctioneers CC, on Wednesday, 9 February 1994 at 12:00, and from the premises of the said immovable property, namely:

Erf 703, Geduld Township, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five) square metres, held under Deed of Transfer T51206/1989, and also known as 18 Third Avenue, Geduld, Springs.

Material conditions of sale:

1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder, the conditions of the title deed in so far as these are applicable and further subject to the conditions of sale which are referred to in paragraph 4 hereof.

2. The following improvements on the property are reported, but nothing is guaranteed:

Main building: Brick building with iron roof consisting of eight rooms, kitchen and two bathrooms.

Outbuildings: Servant's quarters.

3. 10% (ten per cent) of the purchase price and auctioneer's charges in cash or by way of a bank-guaranteed cheque on the day of the sale, and the balance plus interest at % per annum payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished to the Sheriff within 21 (twenty-one) days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court at 66 Fourth Street, Springs.

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

Bennett McNaughton & Jansen, Attorneys for the Execution Creditor, Prudentia Building, 65 Fifth Street, P.O. Box 592, Springs.

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

In die saak tussen **Boland Bank Beperk**, Eiser, en **Hylton Edmond Hofmeyer**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak, sal 'n verkoping gehou word voor die Landdroskantoor, Krugerstraat, Bronkhorstspuit, op Vrydag, 11 Februarie 1994, om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die veilingafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Hooggeregshof, Bronkhorstspuit, voor die verkoping ter insae sal lê:

Gedeelte 29 ('n gedeelte van Gedeelte 23) van die plaas Onbekend 398, Registrasieafdeling JR, Transvaal, groot 10,2784 vierkante meter, gehou kragtens Akte van Transport T46497/90.

Verbeterings: Kantore kompleks, oop parking (1, 2, 3), vulstasie met afdak en kantoortjie, standaardwoonhuis, winkelgebou, enkelkwartiere vir swartwerkers (kompong), masjienkamer, sekuriteitskantoor, stoor (1, 2, 3, 4, 5, 6, nommer 1 onvoltooid), sinkwatertenk, omheining, swart woonhuise met toilette, kralekompleks.

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

Geteken te Pretoria hierdie 12de dag van Januarie 1994.

Van der Merwe Du Toit & Fuchs, Prokureurs vir die Eiser, Sanlamsentrum, 14de Verdieping, Andriesstraat 252, Pretoria. (Verw. mnr. Van der Merwe/nvz/EB 1 0149.)

Saak 10299/93

PH 129

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

In die saak tussen **Trident Steel (Edms.) Bpk.**, Eiser, en **H. D. Weilert**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak sal 'n verkoping met 'n reserweprys gehou word op Donderdag, 10 Februarie 1994 om 11:00, per publieke veiling deur die Balju van die Hooggeregshof te die Carolina Landdroskantoor, Carolina, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Vendu-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Jan van Riebeeckstraat 15, Ermelo, voor die verkoping ter insae sal lê:

Sekere Gedeelte 27 ('n gedeelte van Gedeelte 14) van die plaas Kees Zyn Doorns 708, Registrasieafdeling JT, Transvaal, groot 22,2698 (twee twee komma twee ses nege agt) hektaar, gehou kragtens Akte van Transport T24998/1993, liggende Gedeelte 27 ('n gedeelte van Gedeelte 14) van die plaas Kees Zyn Doorns 708.

Verbeteringe (nie gewaarborg nie): Woonhuis met vier slaapkamers, kombuis, badkamer, eetkamer, sitkamer, stoep, vier motorhuise, rondawel, twee sinkskure, stal, buitekamer, windpomp en sinkdam.

Terme: 10% (tien persent) van die koopprys tesame met agterstallige belastings in kontant op die dag van die verkoping, die balans tesame met rente daarop maandeliks vooruit bereken en gekapitaliseer vanaf die verkoopdatum tot datum van registrasie van transport teen 'n rentekoers van 16% (sestien persent) per jaar, versekureer te word met 'n bank- bouvereniging of ander aanneembare waarborg binne 14 dae vanaf datum van die verkoping. Vendukoste betaalbaar op dag van die verkoping sal bereken word as volg: 5% (vyf persent) van die opbrengs van die koop tot 'n maksimum prys van R20 000 (twintigduisend rand) en daarna 3% (drie persent) onderworpe aan 'n maksimum fooi van R6 000 (sesduisend rand) en 'n minimum van R100.

Gedateer te Pretoria op hierdie 10de dag van Januarie 1994.

Dykes Daly, Eiser se Prokureurs, Soutpansbergweg 150, Riviera, Pretoria; Posbus 3969, Pretoria. (Verw. E. Peyper/cjk/T102.)

Case 49923/91

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Marthinus Gerhardus Oosthuizen**, Verweerder

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 10 February 1994 at 10:00:

Remaining portion of Erf 270, in the Township Daspoort, Registration Division JR, Transvaal, measuring 992 square metres, known as 762 Ross Street, Daspoort.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, three bedrooms, two bathrooms, double garage, servant's room, toilet and borehole.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc.. (Tel. 328-6770 x 313.) [Ref. N1/A-332949(305734)/JAA/M. Oliphant.]

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sambo, Lengana Lucas**, 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, Krugersdorp, at corner of Ockerse and Rissik Streets, Klaburn Court 22B, Krugersdorp, on Wednesday, 9 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 the right, title and interest in the leasehold in respect of Portion 142 of Erf 15049, Kagiso Extension 6 Township, Registration Division IQ, Transvaal, situation Portion 142 of Erf 15049, Kagiso Extension 6, area 261 (two hundred and sixty-one) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, dining-room and under tiled roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 10th day of January 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. OZ99E/mgh/tf.)

Case 34913/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gqabaza, Gloria Paulina**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 10 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 645, Meredale Extension 6 Township, Registration Division IQ, Transvaal, situation 14 Barbet Street, Meredale Extension 6, area 1 519 (one thousand five hundred and nineteen) square metres.

Improvements (not guaranteed): A vacant stand.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 6th day of January 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NQ40E/mgh/tf.)

Case 1557/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **NBS Bank Limited**, Plaintiff, and **Johan Goosen**, First Defenant, and **Alida B. Goosen**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Kempton Park, District of Kempton Park, and writ of execution, the property listed hereunder which was attached on 11 November 1993, will be sold in execution on Saturday, 26 February 1994 at 09:00, in front of the Sheriff's Office, 8 Park Street, Kempton Park, to the highest bidder:

Erf 2460, Birch Acres Extension 12 Township, Registration Division IR, Transvaal, in extent 1 055 (one thousand and fifty-five) square metres, situated at 24 Krombek Street, Birch Acres, Extension 12, Kempton Park.

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

Residence: Single-storey dwelling, detached.

Walls: Brick and plaster and painted.

Floor: Fitted carpets and tiles vinyl.

Roof: Tiles.

Rooms: Lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, covered entrance-hall, patio.

Outbuilding: Garage.

Boundary: Fenced.

Other improvements: Stone paving to entrance patio.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, 8 Park Street, Kempton Park, for the Magistrate's Court, Kempton Park. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 10th day of January 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4 and 29-3921/2/3.) (Ref. Mr Steyn/0372.) (Docex:DX.571.)

Case 35099/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Genoeffa Tosca Gilliland**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 24 May 1993, will be sold in execution on Friday, 11 February 1994 at 10:00, in front of the Magistrate's Court of Johannesburg, Fox Street entrance, Johannesburg, to the highest bidder.

Portion 1 of Erf 192, Norwood Township, Registration Division IR, Transvaal, in extent 495 (four hundred and ninety-five) square metres, situated at 102 Nellie Road, Norwood, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached. Walls: Brick and plaster. Floors: Fitted carpets and tiles. Roof: Corrugated iron. Rooms: Lounge, dining, study, kitchen, three bedrooms, two bathrooms, toilet and shower.

Outbuildings: Double garages, servant's, store and toilet.

Boundary: Brick walls.

Other improvements: Paving, swimming-pool, security system, walls and braai area.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's office, A4 Sanlam Industrial Park, Prop Street off John Street, Selby for the Magistrate's Court, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 13th day of January 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4 or 29-3921/2/3.) (Ref. Mr Steyn/0477.) (Docex: DX.571.)

Case 23134/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **John Sambo and Joyce Sambo**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 8 June 1993, will be sold in execution on Friday, 25 February 1994 at 10:00, in front of the Magistrate's Court of Johannesburg, Fox Street entrance, Johannesburg, to the highest bidder:

Erf 4418, Chiawelo Extension 2 Township, Registration Division IR, Transvaal, in extent 306 (three hundred and six) square metres, situated at 4418 Chiawelo Extension 2, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached. Walls: Brick and plaster. Floors: Fitted carpets and tiles. Roof: Tiles. Rooms: Lounge, kitchen, two bedrooms, bathroom and toilet.

Outbuildings: None.

Boundary: Fenced.

Other improvements: None.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Second Floor, 32 Von Brandis Street, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 10th day of January 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4 or 29-3921/2/3.) (Ref. Mr Steyn/0439.) (Docex:DX.571.)

Case 25946/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **De Beer Rauten Francois**, Defendant

In pursuance of a judgment in the Supreme Court, Witwatersrand Local Division and writ of execution the property listed hereunder which was attached on 3 December 1993, will be sold in execution on Thursday, 24 February 1994 at 10:00, in front of the Sheriff's Office, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 882, Mondeor Township, Registration Division IR, Transvaal, in extent 1 041 (one thousand and forty-one) square metres, situated at 110 Columbine Avenue, Mondeor, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached.

Walls: Brick and plaster. Floors: Fitted carpets and tiles. Roof: Tiles. Rooms: Lounge, dining, kitchen, three bedrooms, two bathrooms, shower and two toilets.

Outbuildings: Single garages and single servant's.

Boundary: Concrete walls.

Other improvements: Swimming-pool, pavings and walls.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, 131 Marshall Street, Johannesburg, for the Supreme Court, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 10th day of January 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4 or 29-3921/2/3.) (Ref. Mr Steyn/0812.) (Docex:DX.571.)

Case 93577/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Anthony John Zeelie**, First Defendant, and **Brenda Zeelie**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 9 December 1993, will be sold in execution on Friday, 18 February 1994 at 10:00, in front of the Magistrate's Court of Johannesburg, Fox Street entrance, Johannesburg, to the highest bidder:

Erf 853, Kibler Park Township, Registration Division IQ, Transvaal, in extent 1 095 (one thousand and ninety-five) square metres, situated at 28 Hulda Road, Kibler Park, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached. Walls: Brick and plaster. Roof: Tiles. Floors: Carpets and tiles. Rooms: Lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and shower.

Outbuildings: Garage, servant's and toilet.

Boundary: Concrete walls.

Improvements: Walls, paving and canopy.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, 100 Sheffield Street, Turffontein, for the magistrate's Court, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 10th day of January 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4 or 29-3921/2/3.) (Ref. Mr Steyn/0686.) (Docex:DX.571.)

Case 773/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Peter Michael Zuyl**, First Defendant, and **Margaret Winny Zuyl**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Vereeniging, District of Vereeniging, and writ of execution, the property listed hereunder which was attached on 6 October 1993, will be sold in execution on Friday, 11 February 1994 at 10:00, at the offices of the Sheriff, Magistrate's Court, Vereeniging, 41A Beaconfield Avenue, Vereeniging, to the highest bidder:

Erf 3330, Ennerdale Extension 3 Township, Registration Division IQ, Transvaal, in extent 867 (eight hundred and sixty-seven) square metres, situated at 67 Hercules Street, Ennerdale Extension 3, Vereeniging.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence*: Single-storey dwelling, detached. *Walls*: Brick and plaster. *Roof*: Tiles. *Floors*: Fitted carpets and tiles. *Rooms*: Lounge, kitchen, three bedrooms, bathroom and toilet. *Outbuildings*: None. *Boundary*: Fenced and brick walls. *Improvements*: Walls and fence.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Vereeniging, 41A Beaconfield Avenue, Vereeniging. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 10th day of January 1994.

De Villiers & Co., for Gys Louw & Partners, Russels Building, 54 President Kruger Street, Vanderbijlpark, DX5 Vanderbijlpark.

Case 6654/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Gerhard Roux du Plessis**, First Defendant, and **Angelique Elize du Plessis**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution, the property listed hereunder which was attached on 13 December 1993, will be sold in execution on Wednesday, 16 February 1994 at 10:00, in front of the Sheriff's Offices, Johriahof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Erf 2009, Albertsdal Extension 7 Township, Registration Division IR, Transvaal, in extent 800 (eight hundred) square metres, situated at 60 Strydpoort Street, Albertsdal Extension 7, Alberton.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence*: Single-storey dwelling, detached. *Walls*: Brick and plaster. *Roof*: Tiles. *Floors*: Fitted carpets and tiles. *Rooms*: Lounge, kitchen, three bedrooms, bathroom and toilet. *Outbuildings*: Single carport, store. *Boundary*: Concrete walls. *Improvements*: Paving and walls.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Johriahof, 4 Du Plessis Road, Florentia, Alberton, for the Magistrate's Court, Alberton. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 10th day of January 1994.

De Villiers & Co., c/o Kloppe Jonker Inc., First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton.

Saak 14352/91

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

In die saak tussen **United Bank**, 'n divisie van ABSA Bank Bpk., Eiser, en **Muziwenkosi Eric Mnyandu**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof, en 'n lasbrief vir eksekusie gedateer 20 Desember 1993, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju, by die kantoor van die Balju, 8 Parkstraat, Kempton Park, aan die hoogste bieder op 10 Februarie 1994 om 10:00:

Alle reg, titel en belang in die Huurpag ten opsigte van Perseel 96, Motsu-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 254 (twee honderd vier-en-vyftig) vierkante meter, bekend as Motsu-afdeling 96, Tembisa.

Voorwaardes van verkoping:

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

2. Die volgende verbeteringe op die eiendom word aangekondig, maar geen waarborg in vervang daarmee word verskaf nie: *Woonhuis*: Sitkamer, kombuis, twee slaapkamers, badkamer, toilet en stoep. *Ander*: Draadheining.

3. *Terme*: Die koopprys sal betaalbaar wees synde 10% (tien per centum) daarvan op die dag van die verkoping aan die Balju, en die balans, tesame met rente vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 20% (twintig per centum) per jaar, sal binne veertien (14) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

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

C. A. McKenzie, vir Botha Massyn & McKenzie, Prokureur vir Eiser, Centraallaan 20, Privaatsak 53, Kempton Park. [Tel. (011) 970-3600.] (Verw. mnr. McKenzie/zk/DB.).

Saak 13190/92

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)In die saak tussen **Saambou Bank Beperk**, Eiser, en **Nhlapo Maphutheho Nellie**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die Verweerder se reg op huurpag in die volgende eiendom op 11 Februarie 1994 om 11:15, verkoop word deur die Balju, te kantore van die Balju, Leeuwpootstraat 182, Boksburg, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 1764, Vosloorus-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 300 (driehonderd) vierkante meter, geleë te Alph Sebopedistraat 1764, Vosloorus-uitbreiding 2.

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

Datum: 12 Januarie 1994.

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

Saak 24760/92

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)In die saak tussen **Saambou Bank Beperk**, Eiser, en **Maseko David**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die Verweerder se reg op huurpag in die volgende eiendom op 11 Februarie 1994 om 11:15, verkoop word deur die Balju te kantore van die Balju, Leeuwpootstraat 182, Boksburg, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 56, Vosloorus-uitbreiding 8-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 315 vierkante meter (geleë te Letsopastraat 56, Vosloorus-uitbreiding 8).

Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdiepingwoonhuis met sitkamer, eetkamer, drie slaapkamers, badkamer/toilet en kombuis.

Datum: 12 Januarie 1994.

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

Saak 30378/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)In die saak tussen **Saambou Bank Beperk**, Eiser, en **Madlingozi Nondumiso Judith**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die Verweerder se reg op huurpag in die volgende eiendom op 11 Februarie 1994 om 10:00, verkoop word deur die Balju te verkoopplokaal van die Balju, Progressweg 182, Technikon, Roodepoort, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 11835, Dobsonville-uitbreiding 4-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 192 vierkante meter (geleë te Erf 11835, Dobsonville-uitbreiding 4).

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

Datum: 12 Januarie 1994.

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

Saak 29659/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)In die saak tussen **Saambou Bank Beperk**, Eiser, en **Westphal Jennifer Merle**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op Donderdag, 10 Februarie 1994 om 10:00, verkoop word deur die Balju se kantore van die Balju, Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 110, Forest Hill-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 495 vierkante meter (ook bekend as Evansstraat 4, Forest Hill).

Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee word nie: Woonhuis met sitkamer, eetkamer, drie slaapkamers, badkamer, stort/toilet, kombuis, motorhuis, buitetoilet en onthaalarea.

Datum: 7 Januarie 1994.

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

Saak 28387/93

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Watman Katherine Frances**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op Donderdag, 10 Februarie 1994 om 10:00, verkoop word deur die Balju te kantore van die Balju, Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Eenheid 6, soos getoon en volledig beskryf op Deelplan 114/1991, in die skema bekend as Southfolk, ten opsigte van die gebou of geboue geleë te Towerby-uitbreiding 3-dorpsgebied, Plaaslike Owerheid, Stadsraad van Johannesburg, waarvan die vloeroppervlakte, volgens gemelde deelplan, 110 vierkante meter groot is (ook bekend as Woonstel 6, Southfolk, Turffonteinstraat 38, Towerby-uitbreiding 3).

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

Datum: 10 Januarie 1994.

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

Saak 1279/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Yousuff Haffeejee**, Verweerder

In uitvoering van 'n vonnis in bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie gedateer 6 Desember 1993, sal die ondervermelde eiendom in eksekusie verkoop word op Vrydag, 25 Februarie 1994 om 11:00, te die Landdroskantoor, Fochville, aan die hoogste bieder:

Erf 2521, geleë in die dorp Fochville, Registrasieafdeling IQ, Transvaal, groot 2 683 vierkante meter.

Verkoopvoorwaardes:

1. Die eiendom word verkoop sonder reserwe aan die hoogste bieder en verder onderhewig aan die bepalings van die Landdrosdrosfetswet en reëls en terme daarvan uitgevaardig, asook die bepalings van die Transportakte in soverre dit van toepassing mag wees.

2. Die volgende verbeterings is op die eiendom aangebring: 'n Woonhuis met gewone buitegeboue, geen waarborg word gegee nie.

3. *Betaling:* Die koopprys sal soos volg betaalbaar wees: 10% (tien persent) van die koopprys by ondertekening van die verkoopvoorwaardes. Die onbetaalde saldo plus rente daarop teen 'n koers van 16% (sestien persent) per jaar, op die uitstaande saldo vanaf datum van verkoping tot datum van betaling van die saldo van die koopprys binne 14 dae betaalbaar of gewaarborg te word by wyse van 'n goedgekeurde bank- of bouverenigingwaarborg.

4. *Verkoopvoorwaardes:* Die volledige verkoopvoorwaardes wat op die dag van die verkoping deur die Balju uitgelees sal word mag by die Baljukantore te Vyfde Straat 71, Fochville, of die Eiser se prokureurs, Oosthuizen & Roeland, Presidentstraat 51, Fochville, nagegaan word.

Geteken te Fochville op die 7de dag van Januarie 1994.

P. P. Oosthuizen, vir Oosthuizen & Roeland, Presidentstraat 51, Fochville, 2515. (Verw. PPO/AvB/A8974.)

Case 30256/93
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Roux: Gerhardus Erasmus**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 11 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 328, Roodekrans Extension 4 Township, Registration Division IQ, Transvaal, area 1 399 (one thousand three hundred and ninety-nine) square metres, situation 4 Tobie Avenue, Roodekrans Extension 4.

Improvements (not guaranteed): A house consisting of three bedrooms, two bathrooms, entrance-hall, lounge, dining-room, family room, kitchen and with double garage.

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 11 January 1994.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN141:NP80.)

Case 31116/93
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Padiachey: Rachid**, 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, 11 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 Portion 17, of Erf 3313, Lenasia South Extension 7 Township, Registration Division IQ, Transvaal, area 279 (two hundred and seventy-nine) square metres, situation Portion 17, of Erf 3313, Lenasia South Extension 7.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, bathroom, lounge/dining-room and kitchen with 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), with a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on 11 January 1994.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN140:NC126.)

Saak 21457/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Transvaalse Provinsiale Afdeling)In die saak tussen **ABSA Bank Beperk**, Eiser, en **D. Botha**, Verweerder

Neem kennis dat in terme van 'n vonnis van bogenoemde Hof en 'n lasbrief vir beslaglegging gedateer 22 November 1993, die ondervermelde eiendom in eksekusie verkoop sal word op Vrydag, 4 Februarie 1994 om 11:00, te:

Die Balju, Hooggeregshof, Wonderboom Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord):

Die eiendom wat aldus te koop aangebied sal word is Erf 3817, geleë in die dorpsgebied The Orchards-uitbreiding 16, groot 1 014 (een nul een vier) vierkante meter, gehou kragtens Transportakte T24505/93, bekend as Cunninghamlaan 97, The Orchards-uitbreiding 16.

Verbeterings: Hoofgebou bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet.

Die eiendom sal verkoop word onderhewig aan die verkoopvoorwaardes wat ter insae is by die kantoor van die Balju, Wonderboom.

Geteken te Pretoria hierdie 28ste dag van Desember 1993.

P. R. Greyling, vir Couzyn Hertzog & Horak Ing., Prokureurs vir Eiser, Praetor Forum, Eerste Verdieping, Van der Waltstraat 269, Pretoria. (Verw. Greyling/PB/A163/93.)

Saak 14017/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Transvaalse Provinsiale Afdeling)In die saak tussen **Saambou Bank Beperk**, Eiser, en **Kgabe Piet Molepo**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 24 Augustus 1993 en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju van die Hooggeregshof, Wonderboom/Soshanguve op Vrydag, 4 Februarie 1994 om 11:00, te die kantore van die Balju van die Hooggeregshof, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord) Pretoria, verkoop:

Sekere Erf 1258, Blok FF, Soshanguve, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Verband 567/92, soos getoon op Algemene Plan PB299/1987, bladsy 10, gedateer 12 Februarie 1991.

Groot 941 (negehonderd een-en-veertig) vierkante meter.

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

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

Geteken te Pretoria op hierdie 7de dag van Januarie 1994.

C. Wilkens, vir Bornman Sloet & Van Rensburg Ing., Prokureurs vir Eiser, Kerkplein 28, Grondvloer, Pretoria. (Verw. Mnr. Sloet/FW/SS157.)

Saak 12254/93

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

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

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 10 Augustus 1993 en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju van die Hooggeregshof, Wonderboom/Soshanguve op Vrydag, 4 Februarie 1994 om 11:00, te die kantore van die Balju van die Hooggeregshof, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord) Pretoria, verkoop:

Sekere Erf 1838, Blok GG, Soshanguve, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Verband 426/91, soos getoon op Algemene Plan PB299/1987, bladsy 10, gedateer 12 Februarie 1991.

Groot 741 (sewehonderd een-en-veertig) vierkante meter.

Die eiendom bestaan uit twee slaapkamers, sitkamer en kombuis.

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

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

Geteken te Pretoria op hierdie 7de dag van Januarie 1994.

C. Wilkens, vir Bornman Sloet & Van Rensburg Ing., Prokureurs vir Eiser, Kerkplein 28, Grondvloer, Pretoria. (Verw. Mnr. Sloet/FW/SS157.)

Saak 2269/93

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

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Bharatkumar Gosai Mistry**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 17 Augustus 1993, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys deur die Balju in ekskusie verkoop word op 10 Februarie 1994 om 10:00:

Erf 1246, geleë in die dorpsgebied Claudius-uitbreiding 1, Registrasieafdeling JR, grootte 849 (agthonderd nege-en-veertig) vierkante meter, gehou kragtens Akte van Transport T54708/90.

Die eiendom is ook beter bekend as Jumnastraat 25, Claudius, Pretoria.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Olivetti Huis 603a, hoek van Schubart en Pretoriusstraat, Pretoria.

Verbeterings:

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

Ingangsportaal, sitkamer, eetkamer, kombuis, spens, opwaskamer, drie slaapkamers, twee badkamers, twee storte, twee toilette, aantrekkamer, vertrek vir gebed, twee motorhuise, stoorkamer en buitetoilet.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Pretoria Noord-Wes, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 14de dag van Januarie 1994.

Dr. D. H. Botha, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Verw. Mev. Pieterse/MT/F5588.)

Case 18637/93

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

In the matter between **SA Mutual Mortgage Investment Corporation (Pty) Ltd**, Plaintiff, and **Aupa Klaas Melane**, First Defendant, and **Evodia Tlaleng Melane**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), and writ dated 15 October 1993, in the above matter, a sale by public auction without a reserve price will be held by the Sheriff of the Supreme Court, Vanderbijlpark, at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on 11 February 1994 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff at Suite C, Rietbok Building, Generaal Hertzog Street, Vanderbijlpark, and which will be read by him at the time of the sale, of the following property owned by Defendant:

Erf 1693, situated in the Township of Sebokeng Unit 10, Registration Division IQ, Transvaal, measuring 338 square metres, held by Aupa Klaas Melane, born 28 April 1958, and Evodia Tlaleng Melane, born 24 August 1960, under Deed of transfer TL24365/1988.

This property is situated at 1693 Zone 10, Sebokeng.

The property is improved as follows: One dwelling-unit under a tile roof consisting of three bedrooms, lounge, dining-room, kitchen and bathroom. There is one garage. 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.

Date: 12 January 1994.

Rooth & Wessels, Attorneys for Plaintiff, Ground Floor, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr Brink/rb.); The Sheriff, Supreme Court, Vanderbijlpark. [Tel. (016) 33-5555/6/7.] (Ref. Mr Van Vuuren.)

Case 14700/93

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **The Thatch King CC** (CK89/38285/23), First Defendant, and **Sanet Barnard**, Second Defendant, and **Leon Marthinus Barnard**, Third 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 11 February 1994 at 11:00, in front of the Magistrate's Court, Cullinan:

Portion 64 (a portion of Portion 14) of the farm Donkerhoek 365, Registration Division JR, Transvaal, measuring 8,5653 hectares, held by the First Defendant under Deed of Transfer T68587/92, situated 15 km from Bronkhorstspuit, next to the N1 Highway on the Cullinan/Rayton turnoff, turn right over the flyover $\pm$ 2 km from the flyover, turn right at the first gravel road and pass the Cape facade house. The next farm will be Donderhoek Farm. There are two large flag poles next to the house.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling-house consisting of four bedrooms, two bathrooms, lounge, TV-room, dining-room, kitchen. Separate entertainment area situated on top of double garages. Separate garage in process of being constructed, Escom power.

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, Cullinan.

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R365488/as.)

Saak 7024/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **R. C. Greyling**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 24 November 1993 die onderstaande eiendom te wete:

Erf 1903, Dalpark-uitbreiding 6-dorpsgebied, geleë te Etoshalaan 30, Dalpark-uitbreiding 6, Brakpan, bestaande uit 811 vierkante meter, met sonering Residensiële 1, in eksekusie verkoop sal word op 11 Februarie 1994 om 11:00, te kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste bieder.

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

Woning gebou van gepleisterde stene, met teëldak, bestaande uit sitkamer, woonkamer, drie slaapkamers, badkamer, kombuis, woonstel, slaapkamer plus badkamer.

Buitegeboue bestaande uit motorhuise verander in televisiekamer, toilet.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju, Brakpan. 'n Substansiële bougenootskapslening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 10de dag van Januarie 1994.

Frank Le Roux Geyser & De Kock, Glenleyhuis, Kingswaylaan 116, Posbus 116, Brakpan. [Tel. (011) 744-4620/7.] (Verw. mev. Goosen/N976.)

Saak 7061/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **D. B. Mofokeng**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 30 November 1993 die onderstaande eiendom te wete:

Erf 15188, Tsakane-uitbreiding 5-dorpsgebied, geleë te Lenyenestraat 15188, Tsakane-uitbreiding 5, Brakpan, bestaande uit 252 vierkante meter, met sonering Residensiële, in eksekusie verkoop sal word op 11 Februarie 1994 om 11:00, te kantore van die Balju, Georgelaan 439, Brakpan, aan die hoogste bieder.

Die volgende verbeteringe skyn op die eiendom te wees maar word nie gewaarborg nie: Woning gebou van gepleisterde stene met asbesdak, bestaande uit sitkamer, twee slaapkamers, badkamer en kombuis.

Buitegeboue bestaande uit geen.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju, Brakpan. 'n Substansiële bougenootskapslening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 10de dag van Januarie 1994.

Frank Le Roux Geyser & De Kock, Glenleyhuis, Kingswaylaan 116, Posbus 116, Brakpan. [Tel. (011) 744-4620/7.] (Verw. mev. Goosen/N982.)

Saak 6965/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **D. E. Cawood**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 26 November 1993 die onderstaande eiendom te wete:

Gedeelte 71, van Erf 1605, Brakpan-Noord-uitbreiding 3-dorpsgebied, geleë te hoek van Huntingdonlaan 27 en Riflestraat 2, Brakpan-Noord-uitbreiding 3, Brakpan, bestaande uit 391 m² vierkante meter, met sonering Residensieel 2, in eksekusie verkoop sal word op 11 Februarie 1994 om 11:00, te kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste bieder.

Die volgende verbeteringe skyn op die eiendom te wees maar word nie gewaarborg nie: Woninggebou van gepleisterde stene, met teëldak, bestaande uit sitkamer, eetkamer, drie slaapkamers, badkamer, toilet en kombuis.

Buitegeboue bestaande uit pakkamer.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju, Brakpan. 'n Substansiële bougenootskapslening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 10de dag van Januarie 1994.

Frank Le Roux Geyser & De Kock, Glenleyhuis, Kingswaylaan 116, Posbus 116, Brakpan. [Tel. (011) 744-4620/7.] (Verw. mev. Goosen/N977.)

Saak 20199/93

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

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou-Nasionale Bouvereniging Bpk. (Reg. No. 87/05437/06), Eiser, en **Ramadile Paulus Motankusi**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros Kempton Park, en 'n lasbrief vir eksekusie gedateer 2 Desember 1993 word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 10 Februarie 1994 om 10:00, by die Balju Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere reg, titel en belang in huurpag gehou deur die Verweerder in Erf 681, dorpsgebied Maokeng-uitbreiding 1, Tembisa, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 334 (driehonderd vier-en-dertig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuisgebou van stene, sinkdak, bestaande uit badkamer, eetkamer, twee slaapkamers en kombuis.

Buitegeboue bestaande geen, omhein.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

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

Gedateer te Kempton Park op hierdie 7de dag van Januarie 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1248/CDS229.)

Case 5617/92

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

In the matter between **Pietersburg Wholesalers (Pty) Ltd**, Plaintiff, and **Jack K. Kgobe**, trading as Kgobe Fruit and Vegetables, Defendant

In pursuance of a judgment by the above Honourable Court on 14 August 1992, and a warrant of execution against property the property described as Stand D529, situated in the Township of Seshego, measuring 525 (five hundred and twenty-five) square metres.

Will be sold in front of the Magistrate's Offices at Seshego, by the Sheriff on 16 February 1994 at 14:00, without reserve to the highest bidder:

Improvements (which are not warranted to be correct and not guaranteed): Residential dwelling.

The material conditions of the sale are:

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

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

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

2.2 The conditions of the title deed.

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

Dated at Pietersburg on this 11th day of January 1994.

R. Essa, for Meyer Pratt & Luyt, Attorney for the Plaintiff, Legnum Park, 20 Market Street, Pietersburg. (Ref. R. Essa/ABF/QC0157.)

Case 9322/93

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

In the matter between **Nedcor Bank Limited** (Reg. No. 51/00009/06), Perm Division, Plaintiff, and **Sipiwo Godwin Baleni**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 25 October 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 25 February 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 1212, Vosloorus Extension 3 Township, Registration Division IR, Transvaal, situated on 1212 Vosloorus Extension 3, in the Township of Vosloorus Extension 3, District of Boksburg, measuring 280 (two hundred and eighty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building build of brick and plaster, asbestos roof, comprising lounge, kitchen, two bedrooms, bathroom and a wire boundary.

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

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

Dated at Boksburg on this the 11th day of January 1994.

Hammond Pole & Dixon, Domicilium Building, Boksburg. (Tel. 52-8666.) (Ref. PE0071/Mrs Pierce.)

Case 361/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Borif 5 Investments (Proprietary) Limited**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 10 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: Portion 8 of Erf 8014, Kensington Township, Registration Division IR, Transvaal, situation 21 Argyle Road, Kensington, Johannesburg, area 491 (four hundred and ninety-one) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, two garages/store-rooms, under tiled roof, staff quarters with outside ablutions and enclosed, with brick driveway.

Terms: A cash payment immediately on the property being knocked down to the purchaser, or either (i) 10% (ten per centum) of the purchase price or (ii) 10% (ten per centum) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) to a maximum fee of R6 000 and a minimum of R100.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR233E/mgh/tf.)

KAAP • CAPE

Case 3219/93

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 **J. R. Case**, First Defendant, and **Mrs R. Case**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River dated 10 May 1993, the following will be sold in execution on 9 February 1994 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 2404 (portion of Erf 114), Eerste River, 450 (four hundred and fifty) square metres, held by Deed of Transfer T39624/92, situated at 5 Bengal Street, Eerste River.

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

2. A deposit of 10% (ten per cent) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum, calculated on the Capital Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 (fourteen) 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 9178/93

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

In the matter between **ABSA Bank Limited**, (formerly Allied Bank Limited), Plaintiff, and **G. H. Biggs**, First Defendant, and **Mrs E. Y. Biggs**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River dated 13 September 1993, the following will be sold in execution on 9 February 1994 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 2152 (portion of Erf 2130), Kleinvlei, 404 (four hundred and four) square metres, held by Deed of Transfer T22677/93, situated at 66 Hindle Road, Kleinvlei, Eerste River.

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

2. A deposit of 10% (ten per cent) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum, calculated on the Capital Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 (fourteen) 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 12283/93

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. Cupido**, First Defendant, and **Mrs L. Cupido**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 9 February 1994 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 2871 (portion of Erf 2354), Blue Downs, 363 (three hundred and sixty-three) square metres, held by Deed of Transfer T18981/89, situated at 34 Cococabana Street, Malibu Village, 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 cent) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum, calculated on the Capital Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 (fourteen) 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 1057/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedcor Bank Limited versus Abraham Bernard Makhubu

In pursuance of a judgment dated 30 June 1993 and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 4 February 1994 at 15:00:

(a) Section 29 (Twenty Nine) as shown and more fully described on Sectional Plan SS66/92 in the scheme known as Clyde Court, in respect of the land and building or buildings situated at Port Elizabeth Central, Municipality of Port Elizabeth, of which section the floor area, according to the sectional plan is 66 (sixty-six) square metres in extent;

(b) An undivided share in the common property situated at 29 Clyde Court, Clyde Street, 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, bathroom, lounge, kitchen and carport.

A substantial bond is available to an approved purchaser.

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

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

Sheriff's charges [5% (five per cent) on the first R20 000 (twenty thousand rand and thereafter 3% (three per cent) to a maximum of R6 000 (six thousand rand), with a minimum of R100 (one hundred rand) plus Value-Added Tax] are also payable on date of sale.

Dated the 5th day of January 1994.

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

Case 1356/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedcor Bank Limited versus Philda Nonzwakazi Msimango

In pursuance of a judgment dated 30 June 1993, and an attachment, the right of leasehold to the following immovable property will be sold in the foyer of the A. A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 4 February 1994 at 15:00:

Erf 144, Kwadwesi Extension 2, in the Administrative District of Port Elizabeth, in extent 264 (two hundred and sixty-four) square metres, situated at 19 Mhlunguthi Street, Kwadwesi 3, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under a tiled roof, consisting of three bedrooms, one and a half bathrooms, lounge, dining-room and kitchen.

A substantial bond is available to an approved purchaser.

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

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

Dated this 3rd day of January 1994.

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

Case 9972/89

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

ABSA Bank Limited, trading as United Bank *versus* **Colin David Abraham Petersen**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 16 February 1994 at 10:00, to the highest bidder:

Erf 39644, Mitchells Plain, in extent 289 square metres, held by T59290/1987, situated at 4 Back Road, Strandfontein Village, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms, bathroom and toilet.

2. **Payment:** Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (one five 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 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. D9U0371/gl.)

Case 14399/93

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

ABSA Bank Limited, trading as United Bank *versus* **Randall Platjies**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 14 February 1994 at 09:00, to the highest bidder:

Erf 3743, Kleinvelei, in extent 450 square metres, held by T62310/1987, situated at 7 Rembrandt Crescent, Kleinvelei, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, three bedrooms and bathroom/shower/toilet.

2. **Payment:** Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (one five 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 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. D3U0623/gl.)

Case 20267/93

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

ABSA Bank Limited, trading as United Bank *versus* **Allen Cleinwerck and Meryll Cleinwerck**

The following property will be sold in front of the Court-house for the District of Wynberg, on Wednesday, 16 February 1994 at 10:00, to the highest bidder:

Erf 573, Weltevreden Valley, in extent 315 square metres, held by T31570/1989, situated at 26 Villa Park, Weltevreden Valley, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/kitchen, three bedrooms and bathroom/toilet.

2. **Payment:** Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (one five 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 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. D2U1324/gl.)

Saak 2782/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen **Eskom Finansieringsmaatskappy (Edms.) Beperk**, Eiser, en **Michael William Hutchison**, Eerste Verweerder, en **Ilone Debora Hutchison**, Tweede Verweerder

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Malmesbury en lasbrief tot uitwinning, gedateer 7 September 1993, sal die volgende eiendom in eksekusie verkoop word, by die perseel, op Donderdag, 10 Februarie 1993 om 10:00, aan die hoogste bieder:

Sekere Erf: 2494 Melkboschstrand in die area van die Plaaslike Raad van Melkbosstrand afdeling Kaap.

Groot: 590 (vyfhonderd en neëntig) vierkante meter.

Gehou kragtens Transportakte T7575/1992.

Ook bekend as: Cape Rock 1, Melkbosstrand.

Verkoopvoorwaardes:

1. Die verkoping sal onderworpe wees aan die bepalings en voorwaardes van die Wet op Magistraatshoue, die reëls daarvolgens uitgevaardig en van die toepaslike titelaktes en die eiendom sal, onderworpe aan die voorafgaande, aan die hoogste bieder verkoop word.

2. Die volgende verbeteringe aan die eiendom word gemeld maar niks word gewaarborg nie: Woonhuis: Ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet, toilet, twee motorhuise.

3. *Betaling:* Tien persent (10%) van die koopprijs moet kontant betaal word ten tyde van die verkoping en die volle balans met rente teen 'n koers van 16,75% (sestien comma sewe vyf per centum) per jaar bereken op die bedrag van die Vonniskskuldeiser se vordering (en ingeval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) van die datum van verkoping tot datum van registrasie van oordrag teen registrasie van oordrag, welke bedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

4. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Parow hierdie 3de dag van Januarie 1994.

W. Saaiman, vir Van Niekirk Groenewoud & Van Zyl Ing, Prokureurs vir Eiser, Parowkamers 101, Voortrekkerweg 121, Parow; p/a Chris de Jager, A M Trustgebou, Kerkstraat, Malmesbury. (Verw. WS/IL/W54209.)

Saak 570/92

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Neil Benjamin Daniels**, Eerste Verweerder, en **Shirley Merle Daniels**, Tweede Verweerder

In navolging van 'n vonnis gedateer 10 Julie 1992, en 'n lasbrief tot eksekusie teen onroerende goed, gedateer 15 Julie 1992, gaan die ondergemelde vaste eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder voor die Landdroskantore te Kimberley, op Donderdag, 3 Februarie 1994 om 10:00, deur die Balju van Kimberley, naamlik:

Sekere Erf: 6348, Kimberley.

Geleë: In die Kimberley-dorpsuitbreiding B, in die Munisipaliteit en Administratiewe distrik van Kimberley.

Groot: 546 (vyf vier ses) vierkante meter.

Gehou: Kragtens akte van Verbandakte 1758/1991.

Beter bekend as: Verbenalaan 28, Square Hill Park, Kimberley.

Verbeterings is as volg: 'n Woonhuis met drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer met toilet en Grannywoonstel, bestaande uit: Twee kamers, kombuis en badkamer.

Verkoopvoorwaardes:

Die eiendom word verkoop sonder 'n reserweprijs en is 10% (tien persent) van die koopprijs betaalbaar in kontant, onmiddellik na die verkoping en die balans van die koopprijs moet gewaarborg word binne 'n redelike tyd met 'n goedgekeurde bank, of bouverenigingwaarborg.

Verdere verkoopvoorwaardes kan besigtig word te die kantore van die Balju te Kimberley.

Coetzee & Honiball, Prokureurs vir die Eiser, Chapwood Chambers, Chapelstraat, Kimberley; Posbus 301. (Tel. 0531 x 22107/8/9.) (Verw. mnr. Coetzee.)

Saak 731/92

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Johannes Kock**, Verweerder

In navolging van 'n vonnis van bogemelde Agbare Hof gedateer 24 Julie 1992, en 'n lasbrief tot eksekusie teen onroerende eiendom gedateer 27 Julie 1992, gaan die ondergemelde onroerende eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder te die Landdroskantore, Kimberley op Donderdag, 3 Februarie 1994 om 10:00, deur die Balju van die Hooggereghof van Kimberley, naamlik:

Seker: Erf 6420, Kimberley.

Geleë: In die Dorpsuitbreiding 2, in die Munisipaliteit van Kimberley, Administratiewe distrik van Kimberley.

Groot: 608 (seshonderd en agt) vierkante meter.

Gehou: Kragtens Transport T1495/1990.

Beter bekend as: Communityweg 10, Kimberley.

Bestaande uit: 'n Woonhuis met sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

Verkoopvoorwaardes:

Die eiendom word verkoop sonder 'n reserweprys en is 10% (tien persent) van die koopprys betaalbaar in kontant, onmiddellik na die verkoping en die balans van die verkoopprys moet gewaarborg word binne 'n redelike tyd met 'n goedgekeurde bank- of bouverenigingwaarborg.

Verdere verkoopvoorwaardes kan besigtig word te die kantore van die Balju, Woodleystraat 36, Kimberley.

Coetzee & Honiball, Prokureurs vir die Eiser, Chapelstraat, Kimberley.

Case 17796/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Paul Frederick Munnik**, and **Patricia Janet Munnik**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Wynberg, on 9 February 1994 at 10:00:

Erf 8513, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 162 square metres, also known as 8 Kersbos Street, Lentegur, Mitchells Plain.

Conditions:

1. The following information is furnished, but not guaranteed: Semi-detached brick dwelling under tiled roof with three bedrooms, lounge, kitchen, bathroom/toilet.

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

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

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

Dated at Cape Town this 3rd day of January 1994.

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

Case 56897/90

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

In the matter between **ABSA Bank Ltd**, trading as United Bank, Judgment Creditor, and **Farida Hendricks**, Judgment Debtor

In pursuance of a judgment granted on 18 February 1991, in the Wynberg Magistrate's Court, the following property will be sold to the highest bidder on 9 February 1994 at 10:00, at Wynberg Court-house:

Description: Erf 1188, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Cape Division, in extent three hundred and forty-seven (347) square metres.

Postal address: 6 Sandra Road, Weltevreden Valley.

Improvements: Dwelling: Three bedrooms, kitchen, lounge, toilet and bathroom, held by Deed of Transfer 35058/90.

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

2. *Payment:* 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 20,75% (twenty comma seven five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 3rd day of January 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W30783/CW.)

Case 8847/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Gadran Investments CC**, Judgment Debtor

In pursuance of a judgment granted on 25 August 1993, in the Goodwood Magistrate's Court, the following property will be sold to the highest bidder on 2 March 1994 at 12:00, at 89 Van Rensburg Road, Goodwood:

Description: Erf 7923, Goodwood, in the Municipality of Goodwood, Cape Division, in extent five hundred and ninety-five (595) square metres.

Postal address: 89 Van Rensburg Road, Goodwood.

Improvements: Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and garage, held by Deed of Transfer 44734/92.

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

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest the balance together with interest calculated on Plaintiff's claim at the rate of 16,00% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 3rd day of January 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W50705/HVN/Mrs Wolmarans.)

Case 21753/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Rashaad Salie Jacobs**, and **Faiza Jacobs**

The following property will be sold in execution by public auction held at Wynberg Court-house, to the highest bidder on 9 February 1994 at 10:00:

Erf 40685, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 296 (two hundred and ninety-six) square metres, held by Deed of Transfer T20534/93, situated at 9 Marietjie Crescent, Morgenster.

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 29th day of December 1993.

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

Case 21938/93

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

In the matter between **Nedcor Bank Limited**, trading as Nedbank, Plaintiff, and **Claude Henry Vincent Arendse**, Defendant

In execution of the judgment of the Magistrate's Court, Wynberg, in the above matter, a sale will be held on Thursday, 3 February 1994 at 10:00, on site of the immovable property referred to below:

Erf 276, Eerste River, in the Local Area of Blue Downs, Stellenbosch Division, in extent 496 square metres, held by Deed of Transfer T49260/1983, also known as 17 Amanda Road, Devon Park, Eerste River.

The said information is furnished in good faith, but is not guaranteed.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold, and the balance of the purchase price together with interest at the ruling interest rate to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Bellville.

D. B. Mandy, for Herold Gie & Broadhead Inc., Attorney for Judgment Creditor, 15 Tokai Road, Tokai, 7945. (Tel. 794-1752.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Alice Sorour**, Plaintiff, and **Alfred van Schalkwyk**, First Defendant, and **Margaret van Schalkwyk**, Second Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 30 June 1993, the following property will be sold on 4 February 1994 at 09:00, in the Main Foyer of the Magistrate's Court, Lower Buffalo Street, East London, to the highest bidder:

Erf 28132, East London, Municipality and Division of East London, in extent three hundred and thirty-one (331) square metres, situated at 13 Phillip Road, Parkside, East London, being a dwelling-house with usual outbuildings.

The conditions of sale are available for inspection at the office of the Plaintiff's attorneys, and will be read immediately prior to the sale and include the following material terms:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder and will be sold to the highest bidder without reserve.

2. 10% (ten per cent) of the purchase price will be payable on the day of sale and will be forfeited if the sale is cancelled and the balance of the purchase price with interest thereon at 22% (twenty-two per cent) per annum shall be guaranteed for payment against transfer.

3. The purchaser shall pay all rates, taxes, costs of transfer, auctioneer's commission and advertising in addition to the purchase price.

4. The sale shall be voetstoots.

5. Vacant possession shall be given to the purchaser from the date of sale from which date all risk shall pass to the purchaser.

J. A. Yazbek & Company, Plaintiff's Attorneys, First Floor, Sterling House, 24 Gladstone Street, East London. (Ref. M. A. Yazbek/Miss Halley.)

Case 47856/90

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

ABSA Bank Limited (trading as United Bank), versus **Andre Clarence Crowie**, and **Lucinda Crowie**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 16 February 1994 at 10:00, to the highest bidder:

Erf 520, Mitchells Plain, in extent 244 square metres, held by T46073/1989, situated at 17 Vredenburg Avenue, Westridge, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed: Semi-detached double storey dwelling: Lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. DOU2471/gl.)

Case 20039/90

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

ABSA Bank Limited (trading as United Bank), versus **George Basil Butler**, and **Elaine Cecilia Butler**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 16 February 1994 at 10:00, to the highest bidder:

Erf 12611, Mitchells Plain, in extent 180 square metres, held by T15756/1989, situated at 10 Mars Circle, Rocklands, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/kitchen, dining-room, family room, two bedrooms and bathroom/toilet. Garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. DOU1132/gl.)

Case 26843/93

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

ABSA Bank Limited (trading as United Bank), *versus* **Reynard Johannes Lotteriet**, and **Alice Margareth Elizabeth Lotteriet**

The following property will be sold in execution at the site of the property, 23 Fortuna Road, Sanddrift, Cape, on Thursday, 17 February 1994 at 11:00, to the highest bidder:

Erf 105690, Cape Town at Rugby, in extent 576 square metres, held by T29382/1988, situated at 23 Fortuna Road, Sanddrift, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, kitchen, four bedrooms and two bathrooms/shower/toilet. Two garages.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3U0433/gl.)

Case 26834/93

IN THE MAGISTRATE'S COURT OF THE CAPE HELD AT THE CAPE

ABSA Bank Limited, trading as United Bank, *versus* **Attila Leigh**, and **Lizette Marie Leigh**

The following property will be sold in execution at the site of the property, 9 Camdon Close, Claret Road, Table View, Cape, on Thursday, 17 February 1994 at 10:00, to the highest bidder:

Erf 15742 Milnerton, in extent 347 square metres, held by T79129/1991, situated at 9 Camdon Close, Claret Road, Table View, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma twenty-five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer], against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3U0434/gl.)

Case 22823/91

IN THE MAGISTRATE'S COURT OF THE CAPE HELD AT THE CAPE

ABSA Bank Limited, trading as United Bank, *versus* **Peggy Anne Hill**, (now Playdon)

The following property will be sold in execution at the site of the property, 25 Chardonnay Street, Table View, Cape, on Thursday, 17 February 1994 at 09:00, to the highest bidder:

Erf 13386, portion of Erf 13286, Milnerton, in extent 610 square metres, held by T3774/1988, situated at 25 Chardonnay Street, Table View, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, dinette, kitchen, three bedrooms, bathroom/toilet, shower/toilet, detached single garage and swimming-pool.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma twenty-five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

IN THE MAGISTRATE'S COURT MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Abraham Cornelius Kruger**, and **Margaret Elizabeth Kruger**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 16 February 1994 at 10:00, to the highest bidder:

Erf 14014, Mitchells Plain, in extent 202 square metres, held by T71250/1991, situated at 21 Stearman Close, Rocklands, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma twenty-five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0664/gl.)

Case 40454/91

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

ABSA Bank Limited, trading as United Bank, *versus* **Bernard Charles Nolan**, and **Lilian Josephine Nolan**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 16 February 1994 at 10:00, to the highest bidder:

Erf 5797, Grassy Park at Lotus River, in extent 303 square metres, held by T65412/1989, situated at 54 Gemsbok Road, Grassy Park, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms, bathroom/toilet, single garage and store.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma twenty-five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U0934/gl.)

Case 23648/89

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

ABSA Bank Limited, trading as United Bank *versus* **Mogamat Sharkey Mohamed**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 16 February 1994 at 10:00, to the highest bidder:

Erf 8402, Mitchells Plain, in extent 188 square metres, held by T4657/1988, situated at 35 Orchid Way, Lentegur, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed: Double-storey dwelling: Entrance, lounge, dining-room, kitchen, five bedrooms, two bathrooms/toilet, shower/toilet, garage and carport.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (one five 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. D9U1012/gl.)

Case 41279/93

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

ABSA Bank Limited, trading as United Bank *versus* **Ebrahim Gaidien and Martina Elizabeth May Gaidien**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 16 February 1994 at 10:00, to the highest bidder:

Erf 37774, Cape Town at Athlone, in extent 706 square metres, held by T30364/1972, situated at 5 Rolan Crescent, Athlone, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (one five 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. D2U1585/gl.)

Case 818/90

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

ABSA Bank Limited, trading as United Bank *versus* **Ronald Brian Schloms**

The following property will be sold in execution at the site of the property, 77 Wimbledon Way, Edgemoor, Cape, on Tuesday, 15 February 1994 at 11:00, to the highest bidder:

Erf 18652, Goodwood in Edgemoor Township Extension 4, in extent 560 square metres, held by T2971/1978, situated at 77 Wimbledon Way, Edgemoor, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room, kitchen, three bedrooms, bathroom, toilet and detached single garage.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (one five 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. D0U0244/gl.)

Case 6010/93

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

ABSA Bank Limited, trading as Allied Bank *versus* **Norman Lesley van Wyk and Redell Maree van Wyk**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 14 February 1994 at 09:00, to the highest bidder:

Erf 5907, Blue Downs, in extent 252 square metres, held by T1512/1993, situated at 23 Inez Street, Brentwood Park, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (one five 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. D3A0250/gl.)

Case 9628/89

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

ABSA Bank Limited, trading as United Bank *versus* **Byron Eric Matthews and Fredricka Mary Matthews**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 14 February 1994 at 09:00, to the highest bidder:

Erf 5937, portion of Erf 661, Kuils River, in extent 686 square metres, held by T35873/1988, situated at 114 Nooiensfontein Road, Kuils River, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Entrance, lounge, kitchen, scullery, pantry, sun-room, three bedrooms, bathroom/toilet and enclosed stoep.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (one five 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. D9U2362/gl.)

Case 2825/93

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

ABSA Bank Limited, trading as United Bank *versus* **Ester Louw and Robert Louw**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 14 February 1994 at 09:00, to the highest bidder:

Erf 514, Blue Downs, in extent 225 square metres, held by T21468/1990, situated at 15 Waldstadt Avenue, Silversands, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (one five 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. D3U0135/gl.)

Case 759/92

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

ABSA Bank Limited, trading as United Bank *versus* **Roland Noel Quantoi and Avril Quantoi**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 14 February 1994 at 09:00, to the highest bidder:

Erf 2874, Blue Downs, in extent 350 square metres, held by T74508/1988, situated at 28 Cococabana Way, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (one five 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. D2U0193/gl.)

Case 3551/89

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

ABSA Bank Limited, trading as United Bank *versus* **Daniel Donnaly Jacobs and Marilyn Christine Jacobs**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 14 February 1994 at 09:00, to the highest bidder:

Erf 1445, Gaylee, in extent 325 square metres, held by T24757/1987, situated at 19 Matroosberg Crescent, Gaylee, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (one five 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. D9U0745/gl.)

Case 21665/92

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Trevor John Stoutz, and Yvonne Stoutz**

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, 1 Ixia Road, Doordekraal, Bellville, 7530, on Friday, 4 February 1994 at 13:15:

Erf 16821, Bellville, in the Municipality of Bellville, in extent 988 (nine hundred and eighty-eight) square metres, held by Deed of Transfer T13476/92 and situated at 1 Ixia 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 office 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, laundry, three bedrooms, bathroom/shower/w.c. en suite bathroom, servants' room, shower/w.c., study, bathroom, outbuildings - double garage on lower ground level.

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 two 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 5th day of January 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP W14422.)

Case 6634/92

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Logan Morgan and Nasheba Morgan**

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 Wednesday, 9 February 1994 at 09:00.

Erf 2299 Blue Downs, in the Local Area of Blue Downs, in extent 283 (two hundred and eighty-three) square metres, held by Deed of Transfer T48851/91 and situated at 13 Athens Road, The Conikus, Blue Downs, 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, three 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 two 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 3rd day of January 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP W13414.)

Case 11352/92

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Willem de Vlam and Katrina Caroline de Vlam**

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 Wednesday, 9 February 1994 at 09:00:

Erf 652, Blue Downs, in the Local Area of Lower Kuils River No. 1, in extent 233 (two hundred and thirty-three) square metres, held by Deed of Transfer T14860/89 and situated at 32 Hockenheim Street, Silversands, 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 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 two 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 3rd day of January 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town.
[Tel. (021) 419-5880/1/2.] (Ref. GJV/SP W15018.)

Case 35525/92

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Petersen & Steenkamp Properties CC CK90/33119/23**

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, 164 Alexander Street, Parow, 7500 on Tuesday, 8 February 1994 at 11:00.

Erf 9673, Parow, in the Municipality of Parow, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T25473/91 and situated at 164 Alexander Street, Parow, 7500.

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, maidsroom, garage, carport and enclosed stoep.

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 two 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.

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

Dated at Cape Town on this the 23rd day of December 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town.
[Tel. (021) 419-5880/1/2.] (Ref. GJV/SPW16379.)

Case 12646/93

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Marius Johannes Swanepoel and Angela Jane Swanepoel**

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, 4 Wen Close, Kraaifontein, 7570, on Tuesday, 8 February 1994 at 10:00.

Erf 13255 (portion of Erf 11753), Kraaifontein, in the Municipality of Kraaifontein, in extent 161 (one hundred and sixty-one) square metres, held by Deed of Transfer T38835/93 and situated at 4 Wen Close, Kraaifontein, 7570.

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, open plan 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 two 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 require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this the 23rd day of December 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town.
[Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22054.)

Case 54/93

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Cyril Frederick Pienaar and Beryl Edith Pienaar**

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, 8 February 1994 at 09:00:

Erf 1213, Gaylêe, in the Local Area of Melton Rose, in extent 300 (three hundred) square metres, held by Deed of Transfer T39375/88 and situated at 42 Helderberg Street, 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, three 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 two 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 23rd day of December 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town.
[Tel. (021) 419-5880/1/2.] (Ref. GJV/SP W16922.)

Saak 3135/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Beperk**, Vonnisskuldeiser, en **Jan Johannes Komail**, Eerste Vonnisskuldenaar, en **Annaline Eugene Komail**, Tweede 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 10:00, te Curlewstraat 6, Paarl, naamlik:

Erf 6595, Paarl in die munisipaliteit en afdeling Paarl, groot 660 (seshonderd en sestig) vierkante meter, gehou deur die Eksekusieskuldenaar kragtens Transportakte T16850/80 en geleë te Curlewstraat 6, Paarl, onderhewig aan die veilingsvoorwaardes hieronder uiteengesit:

Veilingsvoorwaardes:

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

2. Een tiende van die koopprys is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprys tesame met rente daarop bereken teen die heersende prima bankkoers van Nedcor Bank Beperk vanaf die datum van 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 belasting 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 hierdie 3de dag van Januarie 1994.

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

Case 12148/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Daniel Wilfred Eksteen**, First Judgment Debtor, and **Elizabeth Eksteen**, Second Judgment Debtor.

In pursuance of a judgment granted on 16 November 1993, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 15 February 1994, at 09:00 at Kuils River Court-house:

Description: Erf 2729, Eerste River in the Local Area of Blue Downs, Stellenbosch Division.

In extent: Three hundred and forty-seven (347) square metres.

Postal address: 2 Whiting Crescent, Eerste River.

Improvements: Dwelling, three bedrooms, kitchen, lounge, bathroom and toilet, held by Deed of Transfer 78664/93.

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 office 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, 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 27th day of December 1993.

Van Niekerk H. C., for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, 7500, Parow; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Case 22125/93

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 **W W V 20 Properties Investments CC**, Defendant

In the above matter a sale will be held on Wednesday, 9 February 1994 at 11:00, at the site of 20 Waterways, East End, Knysna, being:

Erf 7506, Knysna, in the Municipality of Knysna, Cape Division, measuring 514 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 fifteen comma two five per centum (15,25%) 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 in this respect nothing is guaranteed): A dwelling with a baked corrugated iron roof, comprising of three bedrooms, one with shower and toilet, lounge, and balcony, open plan kitchen, bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Knysna 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 31694/93

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

ABSA Bank Limited, trading as United Bank, versus **Barry Thomas Victor Lancellas**

The following property will be sold in execution by public auction held at 49 Stella Road, Plumstead, to the highest bidder on 7 February 1994 at 12:00:

Remainder of Erf 73926, Cape Town at Plumstead, in the Municipality of Cape Town, Cape Division, in extent 661 (six hundred and sixty-one) square metres, held by Deed of Transfer T27751/1979, situated at 49 Stella Road, Plumstead.

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, Kingleyside & Mills, Ex Constantia Cinema, Main Road, Wynberg.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining-room, kitchen, three bedrooms and bathroom/shower.

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 14th day of December 1993.

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

Saak 7981/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Kaap die Goeie Hoop Provinsiale)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **André van der Hoogen**, Eerste Verweerder, en **Annelie van der Hoogen**, Tweede Verweerderes

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 15 Oktober 1993, sal die hiernabeskrewe vaste eiendomme in eksekusie verkoop word op Woensdag, 9 Februarie 1994, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

1. Erf 149, Kenridge, in die munisipaliteit van Durbanville, afdeling Kaap, groot 1 024 vierkante meter, gehou kragtens Transportakte T76080/1988.

Die veiling vind om 10:00 plaas op die perseel bekend as Salisburylaan 48, Kenridge.

Beskrywing: Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteen mure, teëldak, vier slaapkamers, twee badkamers, kombuis, eetkamer, sitkamer, swembad en dubbelmotorhuis.

Inspeksie van die eiendom kan gereël word in oorleg met die Balju, A. J. Marais, Sewende Verdieping, BSE-sentrum, Bellville (Tel. 949-0228).

Betaalvoorwaardes: Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die Balju se kommissie betaal word. Die balanskoopprijs is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, A. J. Marais, Sewende Verdieping, BSE-sentrum, Bellville (Tel. 949-0228).

Datum: 15 Desember 1993.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/A207.)

Case 42904/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Christopher Emanuel Edward Harris**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg dated 7 September 1992 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 10 February 1994 at 10:00:

Erf 75340, Cape Town, at Southfield, in the Municipality of Cape Town, Cape Division, in extent 496 (four hundred and ninety-six) square metres.

Street address: 39 Eighth Avenue, Fairways, Wynberg.

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: Brick dwelling under tiled roof consisting of plus minus three bedrooms, bathroom, kitchen, lounge, dining-room 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, 7 Electric Street, Wynberg.

(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 18% (eighteen 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.

Saak 26723/91

IN DIE LANDDROSHOF VIR DIE DISTRIK DIE KAAP GEHOU TE KAAPSTAD

In die saak tussen **Boland Bank Beperk**, Eiser, en **Ivor James Robertson**, Eerste Verweerder, en **Christiaan Matthys Stimie**, Tweede Verweerder

Geliewe kennis te neem dat die onderstaande eiendom op 8 Februarie 1994 om 10:00, by die eiendom te Sunsetlaan 27, Llandudno, Kaapstad, te koop aangebied word:

Erf 2341, Houtbaai, in die plaaslike gebied van Houtbaai, afdeling Kaap, groot 1 090 (een nul nege nul) vierkante meter, gehou kragtens Transportakte T3463/83.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf:

Dubbelverdieping, teël en baksteenhuis met vier slaapkamers, twee badkamers, sitkamer, eetkamer, kombuis, stoor-kamer en dubbelmotorhuis.

'n Deposito van 10% (tien persent) van die koopsom is in kontant by die veiling betaalbaar en die res teen registrasie van transport van die eiendom.

Die volledige veilingvoorwaardes lê ter insae by die Balju, Landdroshof, Wynberg, en by Van der Spuy & Vennote, Boland Bankgebou, Laer Burgstraat 18, Kaapstad.

Volledige aanwysings van hoe om by die terrein waar die verkoping gehou word op die dag van die veiling te kom, is beskikbaar by die Balju. [Tel. (021) 761-3430.].

Gedateer te Kaapstad op hede die 15de dag van Desember 1993.

Van der Spuy & Vennote, Prokureurs vir Eiser, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. (Tel. 419-3622.) (Verw. mnr. Van Breda/PFT/ra.)

Case 4303/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **John Frank Dawson**, First Defendant, and **Sophia Elizabeth Dawson**, Second Defendant

In the above matter a sale will be held on Friday, 4 February 1994 at 11:15, at the site of 20 Von Willigh Crescent, Kuils River, being:

Erf 8121, Kuils River, in the Municipality of Kuils River, Division of Stellenbosch, measuring 630 (six hundred and thirty) 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. $\frac{1}{10}$ (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 15,25 (fifteen comma two five per centum) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed):

A dwelling with a tiled roof, comprising three bedrooms, lounge, kitchen, bathroom, toilet 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 17126/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **Nedcor Bank Limited**, Plaintiff, and **David Peter de Hahn**, First Defendant, and **Portia Belinda de Hahn**, Second Defendant

In the above matter a sale will be held on Tuesday, 8 February 1994 at 11:30, at the site of 36 Seil Plein, Facticeon, being:

Erf 122290, Cape Town, at Maitland, in the Municipality of Cape Town, Cape Division, measuring 264 (two hundred and sixty-four) 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. $\frac{1}{10}$ (one tenth) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 18% (eighteen per centum) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed):

The property comprises of a three-bedroomed house with a lounge, kitchen, bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Cape Town 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 2376/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBANY HELD AT GRAHAMSTOWN

In the matter between **Nedperm Bank Limited**, Plaintiff, and **D. W. Solomon**, Defendant

In execution of a judgment granted in the above court on 1 November 1993, the following property will be sold by public auction at the Magistrate's Court, Grahamstown, on 11 February 1994 at 11:00:

The right, title and interest in the leasehold in respect of Erf 771, Kings Flats, Grahamstown, measuring 276 (two hundred and seventy-six) square metres, held under Deed of Transfer TL705/91.

The property consists of a house with two bedrooms, sitting-room, bathroom and kitchen.

Conditions of sale:

1. The property will be sold voetstoots to the highest bidder by public auction subject to any servitudes and conditions attaching to the property contained in the relevant title.
2. All Municipal and Divisional Council rates shall be paid in full prior to transfer.
3. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days after the date of the sale.
4. The purchaser shall pay the auctioneer's charges on the day of the sale.
5. The full conditions of sale may be inspected at the offices of the Sheriff and at the offices of the Attorneys for the Plaintiff.

Wheeldon Rushmere & Cole, Attorneys for Plaintiff, 119 High Street, Grahamstown, 6140.

Case 13032/93

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

In the matter between **First National Bank of SA Limited**, Plaintiff, **S. and Mrs T. Skriker**, Defendants

In terms of a judgment granted by the Magistrate's Court of Wynberg, dated 5 November 1993, and a warrant of execution dated 11 November 1993, the undermentioned property will be sold voetstoots in execution by public auction held on site to the highest bidder, on Wednesday, 9 February 1994 at 14:00, at 11 Wembley Drive, London Village, Weltevreden Valley:

Erf 2235, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Cape Division, in extent 343 (three hundred and forty-three) square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.
2. The following information is furnished but not guaranteed:
One single dwelling brick walls under tiled roof consisting of two bedrooms, kitchen, lounge and toilet/bathroom.
3. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling bank rate to be paid against registration of transfer, and secured within fourteen (14) days after the date of the sale by a bank or building society guarantee.
4. The full and complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Court, Mitchells Plain.

A. G. Butler, for Dommissie & Butler, Plaintiff's Attorneys, 21 Belmont Road, Rondebosch. (Ref. AGB/Mrs Ratcliffe.)

Saak 5832/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **A. Cupido**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof, en die lasbrief vir eksekusie, gedateer 9 November 1993, sal die hieronder vermelde eiendom verkoop word op 17 Februarie 1994 om 11:00, op die perseel aan die persoon wie die hoogste aanbod maak, naamlik:

Restant van Erf 1884, Worcester, afdeling Worcester, groot 1 393 vierkante meter, gehou kragtens Akte van Transport T18781/87, bekend as Parkerstraat 60, Worcester, 6850.

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

Twee klein losstaande woonhuise en stoor, vier slaapkamers, twee badkamers, twee kombuise, sitkamer, eetkamer, asbes en sinkdak en draadomheining.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Worcester en by die ondergetekendes.

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Geteken te Worcester op hierdie 17de dag van Desember 1993.

Muller Terblanche & Beyers, Kerkstraat 66, Posbus 18, Worcester, 6849. (Verw. QC0133.)

Case 32515/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Monenawe Mathews Mazwe**, Defendant

In pursuance of a judgment dated 29 October 1993, and an attachment on 14 December 1993, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on 4 February 1994 at 14:15:

Erf 1832, Motherwell, NU7, Administrative District of Uitenhage, in extent 200 (two hundred) square metres, situated at 119 Ngqabe Street, Motherwell, NU7.

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

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the Office of the Sheriff, Magistrate's Court North, Danelllyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale. Sheriff's charges 4% (four per centum) are also payable on date of sale.

Dated at Port Elizabeth on this the 20th day of December 1993.

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

Case 13352/93

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Helmut Carl Graca Weiss** and **Maria Teresa de Oliveira Ribeiro Weiss**

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, 30 Bloem Street, Kraaifontein, 7570, on Monday, 7 February 1994 at 10:00:

Erf 2073, Kraaifontein, in the Municipality of Kraaifontein, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T70357/90 and situated at 30 Bloem Street, Kraaifontein, 7570.

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/shower, 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 full balance thereof together with interest at the rate of 16% (sixteen per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

Dated at Bellville on 22 December 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22475.)

Case 13148/93

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 Wilme Vermeulen**

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, 3 Shelley Street, Windsor Park, Kraaifontein, 7570, on Monday, 7 February 1994 at 10:30. Erf 8567, Kraaifontein, in the Municipality of Kraaifontein, in extent 745 (seven hundred and forty-five) square metres, held by Deed of Transfer T34905/93, and situated at 3 Shelley Street, Windsor Park, Kraaifontein, 7570.

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 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 16% (sixteen per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

Dated at Bellville on this 21st 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 Z22463.)

Case 20397/93

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Mrs Sharon Elizabeth Welgemoed**

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, 40 Hartebees Street, Goedemoed, Durbanville, 7550, on Monday, 7 February 1994 at 11:15. Erf 4984, Durbanville, in the Municipality of Durbanville, in extent 1 344 (one thousand three hundred and forty-four) square metres, held by Deed of Transfer T58806/92, and situated at 40 Hartebees Street, Goedemoed, Durbanville, 7550.

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, two bedrooms, two bathrooms and single garage.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16% (sixteen per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

Dated at Bellville on this 21st 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 Z20817.)

Case 6932/93

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

In the matter between **John Hendricks**, an adult male, Plaintiff, and **Barry Mark Davids**, and **Lizette Shareen Davids**, married in community of property to each other, Defendants

In the above matter a sale will be held on Tuesday, 8 February 1994 at 12:00, at 221 Seventh Avenue, Grassy Park, the site being:

Erf 5977, Grassy Park, in the Local Area of Grassy Park, Cape Division, measuring four hundred and sixty-eight (468) square metre.

Conditions of sale:

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

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed):

Single dwelling consisting of brick walls under an asbestos roof. Consisting of three bedrooms, kitchen, lounge, two bathrooms and two toilets.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg, and at the offices of the undersigned.

Dated at Mitchells Plain this 17th day of December 1993.

E. W. Domingo & Associates, Plaintiff's Attorneys, 21 Boekenhout Street, corner of Spine and Katdoring Roads, Eastridge, Mitchells Plain. [Tel. (021) 391-1485/3808.]

Case 8954/92

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

In the matter between **Allied Bank**, Plaintiff, and **Raazat Abrahams**, First Defendant, and **Fazlin Abrahams**,
Second Defendant

The undermentioned property will be sold in execution by public auction at the mortgaged property on Thursday, 3 February 1994 at 11:00, to the highest bidder, namely:

Erf 47, Blue Downs, in Lower Kuils River, No. 1 Local Area, Administrative District of Stellenbosch, in extent 275 square metres, held by Deed of Transfer T27742/88, situated at 11 Thomas Tucker Street, Conifers, Blue Downs.

1. The following improvements on the property are reported, but nothing guaranteed, namely: Single dwelling built of brick walls under a tiled roof comprising three bedrooms, lounge, kitchen, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price in cash or by means of a bank or building society guaranteed cheque on the day of the sale and the balance together with interest thereon at the rate of 27% (twenty-seven 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 this the 15th day of December 1993.

T. M. Chase, for Buchanan Boyes Thompson Smithers Inc., First Floor, 66 Main Road, Claremont. (Tel. 61-1151.)

Case 2643/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Lloyd Nelson**, First Defendant, and **Phyllis Nelson**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 24 November 1993, and an attachment in execution dated 20 December 1993, the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Wednesday, 9 February 1994 at 15:00:

Erf 4784, Gelvandale, in the Municipality and Division of Port Elizabeth, in extent 209 square metres, situated at 106 Anita Drive, Extension 12, Gelvandale, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof, comprising lounge, kitchen, dining-room, two bedrooms and bathroom.

A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, AA Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 12 Main Street, Port Elizabeth, Tel. 55-7760.

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 and thereafter 3% (three per cent) up to a maximum fee of R6 000, 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 by the 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 20th day of December 1993.

C. S. Beyleveld, for Loon & Connellan Inc., Plaintiff's Attorney, 4 Cape Road, Port Elizabeth. (Tel. 52-1416.) (Ref. Dr A. Beyleveld.)

Case 2647/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Misile Boy-Boy Velele**, Defendant

In pursuance of a judgment of the above Honourable Court dated 24 November 1993, and an attachment in execution dated 20 December 1993 the following property will be sold in the foyer, A A Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Wednesday, 9 February 1994 at 15:00:

Erf 10327, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 262 square metres, situated at 36 Quisa Street, Motherwell, Port Elizabeth, previously Erf 1133, Motherwell NU4B.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling, comprising of lounge, kitchen, two bedrooms and bathroom.

A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, A A Mutual Building, 15 Rink Street, Port Elizabeth or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 12 Main Street, Port Elizabeth, Telephone 55-7760.

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 and thereafter 3% (three per cent) up to a maximum fee of R6 000 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 20th day of December 1993.

C. S. Beyleveld, for Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Tel. 52-1416.) (Ref. Dr A. Beyleveld.)

Case 2645/93

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Mbulelo Raymond Lutweyi**, First Defendant, and **Kholiswa Edith Lutweyi**, Second Defendant

In pursuance of a judgment of the above Honourable Court, dated 24 November 1993 and an attachment in execution dated 20 December 1993 the following property will be sold in the foyer, A A Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Wednesday, 9 February 1994 at 15:00:

Erf 8401, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage in extent 288 square metres, situated at 167 Makangiso Street, Motherwell, Port Elizabeth, previously Motherwell NU6.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof, comprising lounge, dining-room, three bedrooms and bathroom.

A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, A A Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 12 Main Street, Port Elizabeth, Telephone 55-7760.

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 and thereafter 3% (three per cent) up to a maximum fee of R6 000, 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 20th day of December 1993.

C. S. Beyleveld, for Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Tel. 52-1416.) (Ref. Dr A. Beyleveld.)

Case 16690/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **G. M. Jantjies**, Defendant

In pursuance of a judgment dated 15 June 1993 and an attachment on 27 July 1993, the right to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on 4 February 1994 at 14:15:

Erf 4714, Bethelsdorp, Administrative District of Port Elizabeth, in extent 370 (three hundred and seventy) square metres, held under Deed of Transfer T52244/92, situated at 15 Finnie Street, Bethelsdorp Extension 22.

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

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty-one (21) days of sale. Sheriff's charges 4% (four per cent) are also payable on date of sale.

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

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

Case 13378/93

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Vanessa Kieviets**, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 23 November 1993, the undermentioned property will be sold in execution at the premises on Wednesday, 9 February 1994 at 11:00:

Erf 8730, Brackenfell, in the Local Area of Scottsdene, Division of Stellenbosch, measuring 294 (two hundred and ninety-four) square metres and comprising of lounge, dining-room, three bedrooms, bathroom and kitchen, and known as 60 Pine Mews Crescent, Pine Mews, 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' 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 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 21st day of December 1993.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 8090/93

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

ABSA Bank Limited, trading as United Bank versus Kenneth Richard Anderson

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 8 February 1994 at 09:00:

Erf 4169, Eerste River, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 383 (three hundred and eighty-three) square metres, held by Deed of Transfer T39208/92, situated at 5 Portia Road, Devon Park, Eerste River.

Conditions of sale:

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

2. The following information is furnished but not guaranteed: Lounge/dining-room, kitchen, two bedrooms and bathroom/w.c.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 22nd day of December 1993.

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

Saak 12330/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Domaine Konstruksie BK**, Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 11 Februarie 1994 om 09:00, op die onderskeie persele:

1. Erf 12748, Kraaifontein, in die munisipaliteit Kraaifontein, administratiewe distrik Paarl, groot 247 (tweehonderd sewen-veertig) vierkante meter.

2. Erf 12749, Kraaifontein, in die munisipaliteit Kraaifontein, administratiewe distrik Paarl, groot 277 (tweehonderd sewen-sewentig) vierkante meter.

3. Erf 12750, Kraaifontein, in die munisipaliteit Kraaifontein, administratiewe distrik Paarl, groot 253 (tweehonderd drie-en-vyftig) vierkante meter.

4. Erf 12759, Kraaifontein, in die munisipaliteit Kraaifontein, administratiewe distrik Paarl, groot 252 (tweehonderd twee-en-vyftig) vierkante meter.

5. Erf 12760, Kraaifontein, in die munisipaliteit Kraaifontein, administratiewe distrik Paarl, groot 252 (tweehonderd twee-en-vyftig) vierkante meter.

6. Erf 12761, Kraaifontein, in die munisipaliteit Kraaifontein, administratiewe distrik Paarl, groot 362 (driehonderd twee-en-sewentig) vierkante meter.

7. Erf 12762, Kraaifontein, in die munisipaliteit Kraaifontein, administratiewe distrik Paarl, groot 252 (tweehonderd twee-en-vyftig) vierkante meter.

8. Erf 12763, Kraaifontein, in die munisipaliteit Kraaifontein, administratiewe distrik Paarl, groot 252 (tweehonderd twee-en-vyftig) vierkante meter.

9. Erf 12764, Kraaifontein, in die munisipaliteit Kraaifontein, administratiewe distrik Paarl, groot 252 (tweehonderd twee-en-vyftig) vierkante meter.

10. Erf 12765, Kraaifontein, in die munisipaliteit Kraaifontein, administratiewe distrik Paarl, groot 252 (tweehonderd twee-en-vyftig) vierkante meter.

Almal gehou kragtens Transportakte T44397/92 en onderhewig aan die voorwaardes daarin vermeld.

Verkoopvoorwaardes:

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

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendomme as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 17,25% (sewentien komma twee vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

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

Hoofgebou: Almal is oop erwe.

Buitegebou: Geen.

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

Gedateer te Kuilsrivier op hierdie 24ste dag van Desember 1993.

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

Saak 3093/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen **Eskom**, Eiser, en **Willem Michaels**, Verweerder

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Malmesbury, en lasbrief tot uitwinning, gedateer 7 September 1993, sal die volgende eiendom in eksekusie verkoop word, voor die Hofgebou vir die distrik Malmesbury, op Vrydag, 11 Februarie 1994 om 10:00, aan die hoogste bieder:

Sekere Erf 3715, Wesfleur, in Atlantis Residensiële Plaaslike Gebied, afdeling Kaap, groot 1 188 (eenduisend eenhonderd agt-en-tagtig) vierkante meter, gehou kragtens Transportakte T10063/1989, ook bekend as Tortelduifstraat 24, Robin-vale, Atlantis.

Verkoopvoorwaardes:

1. Die verkoping sal onderworpe wees aan die bepalings en voorwaardes van die Wet op Magistraatshowe, die reëls daarvolgens uitgevaardig en van die toepaslike titelaktes en die eiendom sal, onderworpe aan die voorafgaande, aan die hoogste bieder verkoop word.

2. Die volgende verbeteringe aan die eiendom word gemeld maar niks word gewaarborg word nie: Woonhuis.

3. *Betaling:* Tien persent (10%) van die koopprys moet kontant betaal word ten tyde van die verkoping en die volle balans met rente teen 'n koers van 19% (negentien per centum) per jaar bereken op die bedrag van die Vonnisskuldeiser se vordering (en ingeval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) van die datum van verkoping tot datum van registrasie van oordrag teen registrasie van oordrag, welke bedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

4. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Parow hierdie 22ste dag van Desember 1993.

W. Saaiman, vir Van Niekerk Groenewoud & Van Zyl Ing., Prokureurs vir Eiser, Parowkamers 101, Voortrekkerweg 121, Parow; P.a. Chris de Jager, A M Trustgebou, Kerkstraat, Malmesbury. (Verw. WS/IL/W53716.)

Case 3504/93

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Klaas Jooste**, First Defendant, and **Magdalene Cecilia Jooste**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 3 November 1993, the undermentioned property will be sold in execution at the premises on Wednesday, 9 February 1994 at 10:00:

Erf 3060, Kleinvlei, in the Local Area of Melton Rose, Division of Stellenbosch, measuring 377 (three seven seven) square metres, and comprising of lounge, two bedrooms, bathroom, toilet and kitchen, and known as 210 Tasman Street, Kleinvlei.

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 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 22nd day of December 1993.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Saak 1033/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POSTMASBURG GEHOU TE POSTMASBURG

In die saak tussen **NBS Bank Beperk**, Eiser, en **A. en G. P. Coetzee**, Verweerders.

Kragtens 'n verstekvonnis van bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie tot geregtelike verkoping gedateer 13 Augustus 1993, sal die ondervermelde vaste eiendom geregtelik verkoop word voetstoots en per openbare veiling aan die hoogste bieder voor die Landdroshof, Postmasburg, op 4 Februarie 1994 om 10:00, naamlik:

Sekere Erf 147, geleë in die dorp Postmasburg, afdeling Hay, groot 1 825 vierkante meter, ook bekend as Blinkklipstraat 6, Postmasburg.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Die verbeterings bestaan uit 'n woonhuis met drie slaapkamers, badkamer, sit-/eetkamer en kombuis.

Belangrikste verkoopvoorwaardes:

1. *Betaling*: 10% (tien persent) van die koopprys plus afslaerskommissie in kontant teen ondertekening van die verkoopvoorwaardes tesame met koste van advertensie. Die balans plus rente teen registrasie van transport en waarvoor 'n goedgekeurde bank- of bouverenigingwaarborg binne 21 dae na datum van veiling aan Eiser se prokureurs voorsien moet word.

2. Die koper betaal rente teen heersende koerse aan die Eiser vanaf datum van verkoop.

3. Die koper betaal agterstallige belasting.

4. Die verkoping is onderhewig aan die bepalings van die Wet op Landdroshowe.

Volledige verkoopvoorwaardes lê ter insae by die kantore van Fourie-Strauss, Randjiesstraat 18, Postmasburg.

Geteken te Postmasburg op hierdie 6de dag van Januarie 1994.

J. H. Strauss, vir Fourie-Strauss, Prokureurs vir Eiser, Posbus 400, Postmasburg, 8420.

Case 24534/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Protea Finance (Pty) Limited**, Plaintiff, and **Graham Brian Jantjies**, First Defendant, and **Sherley Jantjies**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Cape Town, and a warrant of execution dated 16 November 1993, the following property will be sold in execution on 9 February 1994 at 10:00, in front of the Wynberg Court-house, to the highest bidder:

Certain Erf 14011, Mitchells Plain, measuring 176 square metres, known as 20 Condor Circle, Rocklands, Mitchells Plain.

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 following improvements on the property have been reported, but nothing is guaranteed: Zoned Special Residential.

3. *Terms*: The purchase price shall be paid as per ten per centum (10%) thereof on the signing of the conditions of sale and the unpaid balance together with interest thereon at the rate stipulated in the first mortgage bond registered against the property to date of payment, within fourteen (14) days to be paid or secured by an approved bank or building society guarantee.

4. *Conditions*: The full conditions of sale will be read by the Sheriff of the Court, Wynberg, immediately prior to the sale, may be inspected at his office, Wynberg, and at the offices of Bredell & Murray, Suite 607, Nedbank Gardens, 33 Bath Street, Rosebank, Johannesburg.

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

M. M. Garber, for Bredell & Murray, c/o Document Exchange, Plaintiff's Attorneys, 38 Short Market Street, Cape Town; Docex 204, Johannesburg. [Tel. (011) 880-1864/7.] (Ref. Mrs Mazzola/Mrs Van Zyl/J21.)

Case 19339/92

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Melvyn Frederick Snyders**, and **Geraldeen Sofia Snyders**

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 Wynberg, on Wednesday, 9 February 1994 at 10:00:

Erf 4028, Mitchells Plain, in the Municipality of Cape Town, in extent 228 (two hundred and twenty-eight) square metres, held by Deed of Transfer T22190/92, and situated at 3 Winnipeg Close, Portlands, Mitchells Plain, 7795.

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, Wynberg.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising lounge, kitchen, three bedrooms, bathroom, w.c. and carport.

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 two 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 6 January 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town.
[Tel. (021) 419-5880/1/2.] (Ref. GJV/SP W16850.)

Case 34053/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

ABSA Bank Limited, trading as United Bank, *versus* **Sean Rene le Riche**

The following property will be sold in execution by public auction, held at 59 Ocean Spirit Avenue, Sanddrift North, to the highest bidder on 10 February 1994 at 12:30:

Erf 105806, Cape Town, at Rugby, in the Municipality of Cape Town, Cape Division, in extent 635 (six hundred and thirty-five) square metres, held by Deed of Transfer T49544/91, situated at 59 Ocean Spirit Avenue, Sanddrift North.

Conditions of sale:

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

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining-room, three bedrooms, kitchen, bathroom/toilet and double garage.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 5th day of January 1994.

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

Case 8478/92

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

In the matter between **Republiek Aartappelmoere Verspreiders (Pty) Ltd**, Plaintiff, and **Isreal Matthys**, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 9 February 1993, the following property will be sold on Wednesday, 9 February 1994 at 11:00, at the premises attached in execution in the above matter namely 3 Lexi Close, Salberau, Elsie's River, to the highest bidder:

Erf 32570, Goodwood, in the Local Area of Elsie's River, Cape Division, measuring 280 (two hundred and eighty) square metres, held under Deed of Transfer T42142/92.

Conditions of sale:

1. The purchaser shall pay a deposit of ten per centum (10%) of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also to the provisions of the title deed.

3. The full conditions of the sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

Dated at Paarl this the 30th day of December 1993.

J. Oosthuizen, for Minitzers, 43 Lady Grey Street, Paarl, 7646. (Ref. JO/sl/01895/56650.)

Case 2416/92

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

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Plaintiff, and **R. L. Diedericks**, Defendant

In pursuance of a judgment granted on 15 June 1993, in the above-mentioned Court, and under a writ of execution issued thereafter, the immovable property described hereunder shall be sold in execution on 4 February 1994 at 10:00, at the main entrance of the Magistrate's Court, York Street, George, namely:

Description: Erf. 8398, George, in extent 901 (nine hundred and one) square metres. *Address:* 5 Waboom Street, Glenbarrie, George.

Improvements: Unimproved property.

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

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Messenger by the purchaser within fourteen days after the date of sale, to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 16% (sixteen per centum) per annum on the purchase price to the Plaintiff from the date of sale to date of transfer, subject to Plaintiff's right to increase the rate of interest in terms of the bond.

4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates, taxes and other necessary charges to effect transfer upon request by the Plaintiff's attorneys as well as the applicable Value-Added Tax in terms of Act 8 of 1991, as amended.

5. The complete conditions of sale may be inspected at the office of the Messenger of the Court, George, or at the Clerk of the Court, Magistrate's offices George, where it has been filed under the above-mentioned case number and at G. W. van Niekerk, 126 York Street, George.

Dated at George this the 6th day of January 1994.

G. W. van Niekerk, 126 York Street, P.O. Box 555, George, 6530. [Tel. (0441) 74-1937/8.] [Fax. (0441) 73-4937].

Case 144/93

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

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

Pursuant to a judgment of the above-mentioned Honourable Court, in the above matter dated 21 June 1993, the following property shall be sold in execution by public auction at the site on 11 February 1994 at 10:00, at Port Nolloth:

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

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

Dated: 4 January 1994.

Bisset Boehmke & McBlain, Attorneys for Plaintiff, 13th Floor, Cartwrights's Corner House, 19 Adderley Street, Cape Town. (Tel. 45-5405.) (Ref. S. V. Shapiro/M59582/ms).

Case 68959/92

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

In the matter between **Western Cape Regional Services Council**, Plaintiff, and **N. E. Mliswa**, Defendant

In pursuance of a judgment of the Magistrate's Court, Wynberg, and writ of execution dated 21 April 1993, the property listed hereunder, and commonly known as 6 Auber Terrace, Auber Village, 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 1439, Mandalay, situated in the Local Area of Mandalay, Cape Division, in extent 210 (two hundred and ten) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling, brick walls under tiled roof, consisting of two 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 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 Electric Road, Wynberg.

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

Coll, for Syfret Godlonton-Fuller Moore Inc, 10th Floor, NBS Waldorf, St Georges Mall, Cape Town. [Ref: Coll/WW/75547 (18)].

Saak 5716/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Nedcor Bank Limited**, Eksekusieskuldeiser, en **D. M. C. International**, Eerste Eksekusieskuldenaar, en **Henno Bosman**, Tweede Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie gedateer 28 Desember 1993, sal die volgende eiendom in eksekusie verkoop word op Maandag, 7 Februarie 1994 om 14:00, te die gegewe perseel naamlik:

Erf 1603, Blanco, in die munisipaliteit George, afdeling George (ook bekend as Blanco Lodge 728, Fancourt, Blanco), groot 268 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Titel T77562/91.

Verbeterings: Drieverdiepingwoonhuis bestaande uit twee slaapkamers, kombuis, twee badkamers, twee studeerkamers.

Verkoopvoorwaardes:

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

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met rente daarop bereken teen die huidige rentekoers van 16% (sestien persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

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

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

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof George, Wellingtonstraat 36A, George, sowel as by die kantore van Raubenheimers, Die Sentrum, Hiberniastraat 72, George.

Gedateer te George hierdie 6de dag van Januarie 1994.

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

Saak 886/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **D. J. Linley**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie gedateer 28 Desember 1993, sal die volgende eiendom in eksekusie verkoop word op Maandag, 7 Februarie 1994 om 10:00, te die gegewe perseel naamlik:

Erf 1203, Wildernis (ook bekend as Frederickstraat-uitbreiding 7, Wildernis), in die plaaslike gebied Wildernis, afdeling George, groot 790 vierkante meter, gehou kragtens Transportakte T51461/84, verbeterings: Een leë erf.

Verkoopvoorwaardes:

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

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

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

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

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof George, Wellingtonstraat 36A, George, sowel as by die kantore van Raubenheimers, Die Sentrum, Hiberniastraat 72, George.

Gedateer te George hierdie 6de dag van Januarie 1994.

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

Case 20319/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Frederick Steven Swartz**, and **Amelia Elizabeth Swartz**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Wynberg, on 9 February 1994 at 10:00:

Erf 14067, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 168 square metres; also known as 15 Albcore Street, Rocklands, Mitchells Plain.

Conditions:

1. The following information is furnished, but not guaranteed: Semi-detached double-storey dwelling under tiled roof with three bedrooms, lounge, kitchen, bathroom and toilet.

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

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

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

Dated at Cape Town this 3rd day of January 1994.

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

ABSA Bank Limited, trading as United Bank versus Dianne Kathleen Espin

The following property will be sold in execution by public auction held at Parkview Place, corner of Claude and Dawid Roads, Athlone, to the highest bidder on 10 February 1994 at 12:00:

An undivided one quarter ($\frac{1}{4}$) share in section 1 and its undivided share in the common property in the sectional title scheme known as Park View Place situated at Athlone, in the Municipality of Cape Town, in extent 347 (three hundred and forty seven) square metres, held by Certificate of Registered Sectional Title ST77/1990 (1) (Unit).

An undivided one quarter ($\frac{1}{4}$) share in section 2 and its undivided share in the common property in the sectional title scheme known as Park View Place situated at Athlone, in the Municipality of Cape Town, in extent 282 (two hundred and eighty-two) square metres, held by Certificate of Registered Sectional Title ST77/1990 (2) (Unit).

An undivided one quarter ($\frac{1}{4}$) share in section 3 and its undivided share in the common property in the sectional title scheme known as Park View Place situated at Athlone, in the Municipality of Cape Town, in extent 468 (four hundred and sixty-eight) square metres, held by Certificate of Registered Sectional Title ST77/1990 (3) (Unit).

Situated at Parkview Place, corner of Claude and Dawid Roads, Athlone.

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.

2. The following information is furnished but not guaranteed: Three factory units.

3. **Payment:** Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditors 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 11th day of January 1994.

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

Case 8184/93

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

In the matter between **The Body Corporate Presidentshof Building No. SS312/91**, Plaintiff, and **Ms B. Sloane**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Goodwood, in the above-mentioned suit, a sale will be held at 3 Presidentshof, De Villiers Street, Goodwood, on Wednesday, 23 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 for the Magistrate's Court, Goodwood:

Section 3 as shown and more fully described on Sectional Plan SS312/91 in the building or buildings known as Presidentshof and situated at Goodwood in the Municipality of Goodwood, Cape Division, of which section the floor area according to the sectional plan is 42 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 No. ST14385/1992 (3) (Unit) and situated at 3 Presidentshof, De Villiers Street, Goodwood.

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

A 42 square metres dwelling consisting of lounge, two bedrooms, bathroom, toilet and kitchen.

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: 4% (four per centum) on the proceeds of the sale (minimum charges R50) (fifty rand).

Dated at Cape Town this 10th day of January 1994.

William Inglis, Plaintiff's Attorneys, 53 Church Street, P.O. Box 67, Docex 88, Cape Town. (Tel. 22-2084) (Ref. Mr J. Luitingh/cf/S1179/3250.)

Case 3935/90

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

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Judgment Creditor, and **Peter Adonis**, Judgment Debtor

In pursuance of judgment granted on 16 October 1990, in the Strand Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 16 February 1994 at 10:00, at 23 Oosterlig Street, Strand, to the highest bidder:

Description: Erf 2396, Strand, situated in the Municipality of the Strand, Division of Stellenbosch.

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

Postal address: 23 Oosterlig Street, Strand.

Improvements: With a dwelling thereon, held by the Defendant in his name under Deed of Transfer T10834/66.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Kleinbos Avenue, Strand.

Dated at Somerset West this 7th day of January 1994.

P. du Toit, for Morkel & De Villiers, Plaintiff's Attorneys, Second Floor, Boland Bank Building, Main Road, Somerset West, 7130; P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.]

Case 36459/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Zingizwe Cynthia Mgabaza**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 18 November 1993 and a writ of execution dated 26 November 1993, the property listed hereunder will be sold in execution, on 4 February 1994, at the front entrance of the New Law Courts, North End, Port Elizabeth at 14:15:

Certain Erf 1726, Fairview, in the Municipal and Administrative District of Port Elizabeth, measuring 699 (six hundred and ninety-nine) square metres, situated at 10 Eugene Marais Crescent, Overbaakens, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, concrete block under tile private dwelling with fitted carpets, lounge, kitchen, dining-room, three bedrooms, bathroom and w.c.

Material conditions of sale:

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

2. Ten per centum (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 18% (eighteen per centum) interest thereon per annum shall be secured within twenty-one (21) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this the 6th day of January 1994.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth.

Case 745/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **National Media Limited**, Plaintiff, and **Ionnis Kacnis**, Defendant

In pursuance of a judgment of the above Honourable Court of 22 May 1990, and a writ of execution dated 13 November 1992, the following immovable property will be sold in execution on 16 February 1994 at 10:30, at the offices of the Sheriff for the Magistrate's Court (Rose-Innes Auctions), 11A Downing Street, King William's Town:

Erf 2131, King William's Town, Municipality and Division of King William's Town, in extent 4 047 (four thousand and forty-seven) square metres, being 194 Buffalo Road, King William's Town, held by Deed of Transfer T2634/1982.

Property description: This large development property of 4 047 m² is situated at 194 Buffalo Road, King William's Town. This property is very well situated for business purposes and at present, a filling station and motor garage is found on the premises. There is a well equipped forecourt with petrol pumps, a large building consisting of workshop, offices etc., as well as various outbuildings which can be used as workshops, garages, stores etc. There is also a large section of open undeveloped land which can be utilised. The property is well secured and would be a valuable acquisition for any interest business purpose.

Conditions of sale:

1. The purchaser will pay 10% (ten per centum) of the purchase price on the date of the sale. A building society or bank or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorneys on the day of the sale and prior to signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at the Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

4. The property is sold subject to any existing valid lease.

Dated at King William's Town on this 7th day of January 1994.

Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. P. Wood/1rw.)

Saak 41/92

IN DIE LANDDROSHOF VIR DIE DISTRIK HOFMEYR GEHOU TE HOFMEYR

In die saak tussen **Saambou-Nasionale Bouvereniging**, Eiser, en **G. F. C. Lessing**, Verweerder

Ingevolge 'n vonnis gegee deur die Landdroshof, Hofmeyr, op 22 Maart 1993, en 'n lasbrief vir uitvoering uitgereik op 26 April 1993, sal die eiendomme:

1. Erwe 298, 299 en 307 geleë in die munisipaliteit en afdeling Hofmeyr, te Skoolstraat, Hofmeyr.

2. Erwe 244 en 245, geleë soos bo te Cradockstraat, Hofmeyr, in eksekusie verkoop word op Vrydag, 25 Februarie 1994 om 10:00, te Erf 307, Skoolstraat, Hofmeyr, 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, Molteno, 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 22% (twee-en-twintig persent) 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:

Erf 307, woonhuis met sitkamer, vier slaapkamers, kombuis en badkamer.

Erf 244, woonhuis met sitkamer, twee slaapkamers, kombuis, badkamer, spens, garage en twee buitekamers.

Erwe 298, 299 en 245 ongebou.

Gedateer te Cradock op hierdie 10de dag van Januarie 1994.

Coetzee & Coetzee, Prokureur vir die Eiser, Adderleystraat 68, Cradock.

Case 8544/93

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), previously Natal Building Society Ltd, Plaintiff, and **Oscar Ernest Coe**, First Defendant, and **Diana Sheridan Coe**, Second Defendant

On 15 February 1994 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Kuils River, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to:

Erf 4259, Electric City, Blue Downs, in the Local Area of Blue Downs, together with all erections or structures thereon held under Title Deed T73595/88, measuring 320 (three hundred and twenty) square metres.

Improvements (which are not warranted to be correct and not guaranteed): Detached single storey brick and or cement residence under iron roof consisting of lounge, bathroom, kitchen and bedroom.

The material conditions of sale are:

1. Voetstoots and without reserve.

2. Deposit of 10% (ten per cent) cash.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at Sheriff's Office.

Dated at Cape Town on this 14th day of January 1994.

D. A. Loney, for Heyns & Partners Inc., Fifth Floor, 45 On-Castle, 45 Castle Street, Cape Town. (Tel. 24-0301.)

Case 14353/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Colin Leslie Barbier**, First Execution Debtor, and **Yolanda Mavis Barbier**, Second Execution Debtor

In execution of the judgment of the Magistrate's Court of Mitchell's Plain, in the above matter, a sale will be held on Wednesday, 2 February 1994 at 10:00, in front of the Wynberg Magistrate's Court House:

Erf 1719, Mitchell's Plain, Municipality of Cape Town, situated at 113 Cypress Way, Westridge, Mitchell's Plain, measuring one hundred and seventy-two (172) square metres, held by Title Deed T74106/92, dated 18 November 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, Wynberg.

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

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z26887.)

Case 33178/92

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

In the matter between **First National Bank of S.A. Ltd**, Plaintiff, and **Anthony Sydney Brown**, First Defendant, and **Cecilia Elizabeth Brown**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 4 December 1992, the undermentioned property will be sold in execution at the Magistrate's Court, Bellville, on Monday, 24 January 1994 at 14:00:

Erf 1809, Delft, in the Local Area of Blue Downs, Administrative District of the Cape, measuring 281 (two eight one) square metres, comprising of lounge, dining-room, two bedrooms, bathroom, toilet, kitchen, garage, under tiled roof and known as 31 Rosendal Street, Voortrug, Delft.

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 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.

NATAL

Case 24273/93

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

In the matter between **Funokwakhe Reuben Ntuli**, First Execution Creditor, and **Bongekile Abegail Ntuli**, Second Execution Creditor, and **Albert Mhlanyukwa Ngubo**, First Execution Debtor, and **Makhosazane Rejoyce Ngubo**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 27 October 1993, the following immovable property will be sold in execution on 11 February 1994 at 11:00, at the Sheriff's Sales Rooms, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Site 21 (Imbali 11), situated in the Township of Edendale, District of Pietermaritzburg, in extent 260 (two hundred and sixty) square metres and situated at 3458 Vimbukhale Road, Imbali.

Material conditions of sale:

The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within 14 (fourteen) days of the date of sale.

The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg this 5th day of January 1994.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorneys, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 22641/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **City Council of the City of Pietermaritzburg**, Execution Creditor, and **Frans Craig van Teefelen**, First Execution Debtor, and **Rosemary Anne van Teefelen**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 1 October 1993, the following immovable property will be sold in execution on Friday, 11 February 1994 at 11:00, at the Sheriff's Sales Rooms, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 1 (of 5) of Lot 3, Lincoln Mead, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 666 (six hundred and sixty-six) square metres, situated at 10 Lyngary Road, Pietermaritzburg.

Material conditions of sale:

The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within 14 (fourteen) days of the date of sale.

The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg this 4th day of January 1994.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 20758/91**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **Nedperm Bank Limited**, Execution Creditor, and **David John Lindley**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 26 March 1992, the following immovable property will be sold in execution on 7 February 1994 at 10:00, in front of the Magistrate's Court, Mooi River, to the highest bidder:

Subdivision 14 of the farm Sam 14937, situated in the Administrative District of Natal, in extent 25,9000 (twenty-five comma nine nought nought nought) hectares, situated at 14937 Camberg, Mooi River.

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

A single storey dwelling-house constructed of brick under iron roof, consisting of four bedrooms, two and a half bathrooms, kitchen, lounge, dining-room and a garage.

Material conditions of sale:

The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Mooi River, within 14 (fourteen) days of the date of sale.

The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, Mooi River, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 3rd day of December 1993.

Tatham, Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 21618/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Matthew Magispran Sathiah**, First Execution Debtor, and **Lynette Valerie Sathiah**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 30 September 1993, the following immovable property will be sold in execution on 4 February 1994 at 10:00, in front of the Sheriff's Office, 12 Campbell Road, Howick, to the highest bidder:

Lot 14, Howick West, situated in the Borough of Howick, Administrative District of Natal, in extent 2 359 (two thousand three hundred and fifty-nine) square metres, situated at 11 Azalea Road, Howick.

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

A single storey dwelling-house constructed of brick under concrete tile roof, consisting of three bedrooms, bathroom, kitchen, dining-room, lounge, garage and servants' quarters.

Material conditions of sale:

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

The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 12 Campbell Road, Howick, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 3rd day of December 1993.

Tatham, Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 1243/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Lala Lajpathral Vather**, First Defendant, and **Viva Vather**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Wednesday, 1 December 1993, in the above-named suit, the following property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Estcourt in front of the Magistrate's Court, Albert Street, Estcourt, Natal, on Tuesday, 8 February 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at the Sheriff's office at 142 Connor Street, Estcourt, Natal, namely:

Lot 901, Estcourt Extension 5, situated in the Borough of Estcourt, Administrative District of Natal, in extent 1 349 (one thousand three hundred and forty-nine) square metres,

which property is physically situated at 14 Dahlia Road, Estcourt, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T13270/1979.

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, study, kitchen, three bedrooms, two bathrooms and toilets. There is an outbuilding consisting of a garage.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) 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 seven five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Pietermaritzburg on this 21st day of December 1993.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 8503/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Katija Ganie N.O.** (executrix in estate late Ismail Ahmed), Defendant

In pursuance of a judgment of the above Honourable Court dated 18 May 1992, the following property will be sold in execution on Friday, 11 February 1994 at 11:00, in the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, Natal, to the highest bidder:

Subdivision 1 of Lot 389, Raisethorpe, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 453 (four hundred and fifth-three) square metres.

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

The property is physically situated at 124 Bayat Road, Raisethorpe, Pietermaritzburg the main dwelling comprises a part double storey house consisting of three bedrooms, two bathrooms, shower, kitchen and lounge. The outbuilding consists of a basement garage, two bedrooms, bathroom and kitchen.

Important terms and conditions:

(a) The purchaser shall pay 10% (ten per centum) of the purchase price at the time of the sale the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditors attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg within 14 days of the date of the sale.

(b) The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 7th day of January 1994.

Ganie & Company, Plaintiff's Attorneys, 493 Longmarket Street, Pietermaritzburg. (Ref. Ms Y. Chetty: NS:N019.)

Case 64412/93

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

In the matter between **NBS Bank Limited**, Execution Creditor, and **Jennifer Ann von Senger**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 20 October 1993, the immovable property listed hereunder will be sold in execution, on 8 February 1994 at 14:00, at the front entrance to the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description:

(a) Section 24 as shown and more fully described on Sectional Plan SS161/91, in the scheme of buildings known as 101 Victoria Embankment in respect of the land and building or buildings situated at Durban, in the City of Durban, of which the floor area, according to the said sectional plan, is 49 (forty-nine) square metres in extent; and

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST16995/92.

The immovable property is situated at Flat 83, 101 Victoria Embankment, Durban.

Zoning: Special/Residential.

Improvements: Carpeted bachelor flat comprising kitchen with built-in cupboards, bathroom/toilet with shower and wash basin, open balcony, undercover parking and building protected by security guards.

NB! Nothing is guaranteed.

Municipal electricity and water supply: Local authority.

Possession: Vacant possession is not guaranteed: Premises are occupied at present.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash, immediately on the property being knocked down to the purchaser; the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban Central, Second Floor, Stafmeyer House, Beach Grove, Durban. [Tel. (031) 305-8444] (Ref. Mr Marais.)

Dated at Durban this 4th day of January 1994.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N3762/93/N40.)

Case 56345/93

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

In the matter between **Natal Building Society Limited**, Execution Creditor, and **Thobile Priscilla Ngcobo**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 20 October 1993, the immovable property listed hereunder will be sold in execution on 11 February 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: Ownership Unit F2200, Ntuzuma, situated in the Township of Ntuzuma, District of Ntuzuma, in extent 472 (four hundred and seventy-two) square metres, held under Deed of Transfer G9163/88 and subject to the conditions of title contained therein.

The immovable property is situated at F2200, Ntuzuma Township.

Zoning: Special/Residential.

Improvements: Brick under tile dwelling comprising three bedrooms, lounge, kitchen and toilet with bathroom.

NB/Nothing is guaranteed.

Municipal Electricity and water supply: Local authority.

Possession: Vacant possession is not guaranteed. Premises are occupied at present.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash, immediately on the property being knocked down to the purchaser; the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Verulam, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Mountview. [Tel. (0322) 33-1037] (Ref. Mrs Chetty.)

Dated at Durban this 4th day of January 1994.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N3571/93/N5.)

Case 8164/89

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

In the matter between **Nedcor Bank Limited**, (formerly Nedperm Bank Limited), Execution Creditor, and **Philip Esme Howick King**, First Execution Debtor, and **Raye Audrey King**, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Durban, held at Durban, dated 13 April 1989, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 10 February 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Property description: Lot 722 Kingsburgh, situated in the Borough of Kingsburgh, and in the Port Natal-Ebhodwe Joint Services Bord Area, Administrative District of Natal, in extent 933 (nine hundred and thirty-three) square metres;

Postal address: 10 Almond road, Warner Beach, Kingsburgh, Amanzimtoti, 4126.

Improvements: An Asbestos roof dwelling with brick walls comprising three bedrooms, toilet, bathroom, lounge, dining-room, kitchen, servants' quarters attached to garage and house, toilet and shower and partly fenced, (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Zoning: (the accuracy hereof is not guaranteed): Special Residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price, or R500 whichever is the greater, and the auctioneer's charges in cash at the time of the sale.

3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days, after the date of sale.

4. The purchaser shall be liable for the payment of interest at the rate of 20% (twenty per cent) per annum, to the Execution Creditor from the date of sale to date of registration of transfer.

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban South, 101 Lejaton, 40 St George's Street, Durban, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

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

Shepstone & Wylie, Execution Creditors's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:NEDPERM/SALE/K56.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Saambou Bank Limited**, Plaintiff and **Richard Mbongeni Mzimela**, First Defendant, and **Nomasonto Lucia Mzimela**, Second Defendant

In pursuance of a judgment granted on 19 October 1993, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 18 February 1994 at 10:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam at 10:00 to the highest bidder:

Description: Lot No. A.79 in the Township of kwaMashu, district of Ntuzuma, in extent 255 square metres, represented on General Plan PB33/1989, and held by Deed of Grant G3023/89, signed at Ulundi on 4 July 1989, subject to the conditions of title set out therein.

Physical address: House A79 Shayamoya, kwaMashu.

Improvements: Single storey brick under tile dwelling comprising three bedrooms, bathroom/toilet, lounge/diningroom, kitchen and water and light facilities (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.
2. The purchaser shall pay 10% of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. The purchaser shall be liable for payment of interest at the rate of 18% per annum, to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the office of the Sheriff, Verulam or at the offices of Strauss Daly Inc.

Dated at Durban this the 4th day of January 1994.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001.
C/o Oakford Priory, P.O. Oakford, Verulam. (Ref. Mrs D Varty/Z18106/oe.)

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

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff and **Rejoice Nonhlanhla Mzobe**, Defendant

In pursuance of judgment granted on 30 July 1993, in the Pinetown Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 11 February 1994 at 10:00, the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown to the highest bidder:

Description: A certain piece of land, being Ownership Unit No. D982, in extent 300 square metres, situated in the Township of kwaDabeka, represented and described on General Plan 328/1984, held by virtue of Deed of Grant 8070.

Physical address: Ownership Unit No. D982, kwaDabeka Township.

The property has been improved by the erection of a dwelling house thereon, consisting of: A single storey block and asbestos dwelling (47m²), comprising kitchen, lounge, two bedrooms and bathroom. Municipal water supply-local authority, sanitation-pitlatrine. Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the Rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per cent) per annum, to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Pinetown.

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

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z16031/MM.)

Saak 562/90

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Faki Amos Ncube**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 19 November 1993, sal die ondervermelde eiendom op 9 Februarie 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Erf D5841, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 8ste dag van Desember 1993.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 142/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **kwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Pudumo Lucas Sepenyane**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie teen onroerende goed, gedateer 25 November 1993, sal die ondervermelde eiendom op 9 Februarie 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Eenheid D7102, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en is onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 8ste dag van Desember 1993.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 4706/92

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 **Francois Johannes Smith**, First Defendant, and **Bunita Charmaine Smith**, Second 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, 11 February 1994 at 10:00:

Description: Subdivision 9 of Lot 196, Ashley, situated in the Borough of Pinetown and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 1 893 (one thousand eight hundred and ninety-three) square metres, held under Deed of Transfer T14669/88.

Physical address: 13 Hyacinth Road, Pinetown, Natal.

Zoning: Special residential.

The property consists of the following: Brick under tile dwelling consisting of four bedrooms, two completed bathrooms, two separate toilets, three lounges, two dining-rooms, two kitchens — one fitted, semi-completed double garage.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court's 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 on this the 13th day of December 1993.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.4243/slm.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **George Bastiaan Rabie**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 11 February 1994 at 10:00:

Description: Lot 48, Westriding, situated in the Township of Hillcrest and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 4 346 (four thousand three hundred and forty-six) square metres, held under Deed of Transfer T6052/90.

Physical address: 43 Marion Road, Hillcrest, Pinetown, Natal.

Zoning: General Residential.

The property consists of the following:

Brick under tile dwelling comprising entrance-hall, lounge, dining-room, study/pub, kitchen, three bedrooms, bathroom with shower; bathroom with toilet and a toilet.

The outbuildings comprise: Garage attached, servants' quarters, toilet with shower and swimming-pool.

The property is fully fenced.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court's Act and the rules and conditions of the Supreme Court's 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 on this the 20th day of December 1993.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S5935/slm.)

Case 891/93

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

In the matter between **First National Bank of Southern Africa Limited** (formerly Barclays National Bank Limited), Execution Creditor, and **Richard Nielson Walker**, Execution Debtor

In pursuance of a judgment granted on 1 November 1993, in the Magistrate's Court, Mtunzini, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 22 February 1994 at 09:00, at the front entrance to the Magistrate's Court Building, Mtunzini, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Mtunzini, at the time of the sale:

Description: Lot 716, Mandini Extension 5, situated in the Mandini Town Board Area, Administrative District of Natal, in extent one thousand one hundred and eighty three (1 183) square metres.

Improvements: Plastered walls under tiled roof consisting of: Three bedrooms, bathroom, two lounges, dining-room, kitchen and property is fenced.

Physical address: 6 Inyala Road, Mandini.

Zoning: Residential.

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 property shall be sold to the highest bidder at the sale.

3. The purchaser (other than the Execution Creditor) shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque immediately the sale is concluded, and the balance upon transfer of the property into his name, to be secured by a bank or building society guarantee delivered to the Sheriff of the Court within seven (7) days of the date of sale.

4. Should the purchaser fail to carry out any of the conditions of sale, the 10% (ten per cent) deposit referred to above will be forfeited. The full conditions may be inspected at the offices of the Sheriff of the Court, Mtunzini, Natal.

5. The property is subject to reservation to the State of all rights to minerals, coal, precious metals or precious stones.

Dated at Stanger on this the 6th day of January 1994.

Laurie C. Smith Incorporated, Execution Creditor's Attorneys, 22 Jackson Street, P.O. Box 46, Stanger. (Ref. Mr Horton/RK/F.248/colls.)

Case 17338/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Relyon Investments (Pty) Ltd**, Defendant

In pursuance of a judgment granted on 7 May 1992, in the Magistrate's Court for the District of Durban, held at Durban, the property listed hereunder will be sold in execution on Tuesday, 8 February 1994 at 14:00, in front of the Magistrate's Court, Somtsue Road, Durban.

Description: Lot 12108, Durban, situated in the City of Durban, Administrative District of Natal, in extent (359) square metres, was formerly:

1. Lot 12, Block U of the Townlands of Durban 1737, situated in the City of Durban, Administrative District of Natal, in extent 359 square metres.
2. Lot 13, Block U of the Townlands of Durban 1737, situated in the City of Durban, Administrative District of Natal, in extent 359 square metres.

Postal address: 61-63 Prince Edward Street, Durban.

Improvements: Brick building, consisting of Ground Floor: Large shop and six offices and two warehouses.

Upstairs: Flat 1: Dining-room, four bedrooms (two en suites) with units, two lounges, kitchen (units) and bathroom/toilet with tub/wash basin.

Flat 2: Four bedrooms (two en suites), lounge, kitchen wash-up (units)-area and bathroom/toilet with tub/wash basin.

Flat 3: Three bedrooms (two en suites), kitchen (units), lounge and maid's room with separate toilet/bath.

Vacant possession is not guaranteed.

Nothing in respect of the sale notice is guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at Sheriff, Durban Central, Second Floor, Stafmeyer House, Beach Grove, Durban.

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

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

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

Case 2939/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Mqondeni Enoch Zondi**, First Defendant, and **Tholani Eunice Zondi**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa, Natal Provincial Division, the following property belonging to the Defendants, will be sold in execution on 4 February 1994 at 11:00, in front of the Magistrate's Court, Bell Street, Greytown, to the highest bidder for cash:

Lot 1026, Greytown Extension 11, situated in the Borough of Greytown, Administrative District of Natal, in extent one hundred and seventy-five (175) square metres, held under Deed of Transfer T1681/92.

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

1. The property is situated at 6 Hydrangea Place, Greytown, Natal.
2. The property has been improved by the construction of a brick under tile dwelling comprising dining-room, lounge, kitchen, two bedrooms and bathroom with toilet. The outbuildings consist of a store-room.

The conditions of sale may be inspected at the offices of the Sheriff, 119 Voortrekker Street, Greytown, and at the offices of Brokensha, Meyer & Partners, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 4th day of January 1994.

Brokensha, Meyer & Partners, Plaintiff's Attorneys, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg. (Ref. LRM/lv/G.1.)

Case 7964/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Saambou Bank Limited**, Plaintiff, and **Moonsamy Pillay**, First Defendant, and **Mogambal Pillay**, Second Defendant

In pursuance of a judgment granted on 10 September 1993, in the Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 25 February 1994 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: Lot 3914, Tongaat (Extension 29), situated in the Township of Tongaat, Administrative District of Natal, in extent three hundred and forty-eight (348) square metres held by virtue under Deed of Transfer T17411/91.

Physical address: 102 Hercus Drive, Tongaat.

Improvements: Single storey brick under tile dwelling, comprising three bedrooms, lounge/dining-room, bathroom and toilet, toilet, kitchen and carport.

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' Court 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 17% (seventeen 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, Verulam, Area 2, or at the offices of Strauss Daly Inc.

Dated at Durban this 11th day of January 1994.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001. (Ref. Mrs D. Varty/Z17211/oe.) C/o Oakford Priory, P.O. Oakford, Verulam.

Case 7612/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Saambou Bank Limited** (Incorporating Saambou National Building Society), Plaintiff, and **Choonilall Prawlall**, Defendant

In pursuance of a judgment granted on 5 October 1993, in the Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution, on 25 February 1994, at the front entrance to the Magistrate's Court, Moss Street, Verulam, at 10:00, to the highest bidder:

Description: Lot 6176, Tongaat (Extension 36), situated in the Township of Tongaat, Administrative District of Natal, in extent 375 (three hundred and seventy-five) square metres, held by virtue under Deed of Transfer T3782/93.

Physical address: 6176 Belgate, Belvedere, Tongaat.

Improvements: Single storey brick under tile dwelling comprising three bedrooms, lounge, kitchen, bathroom and toilet (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

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

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

3. The purchaser shall be liable for payment of interest at the rate of 16,25% (sixteen comma two five per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

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

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the office of the Sheriff, Verulam, Area 2, or at the offices of Strauss Daly Inc.

Dated at Durban this 7th day of January 1994.

L. S. Botha, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001; C/o Oakford Priory, P.O. Oakford, Verulam. (Ref. Mrs D. Varty/Z16347/oe.)

Case 69414/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Arumugam Naidoo**, First Defendant, and **Magalutchmee Naidoo**, Second Defendant

In pursuance of a judgment granted on 1 December 1993, in the Court of the Magistrate Durban, and under a warrant issued in the above-named Honourable Court, for the execution of a judgment of such Honourable Court, and will sell by public auction to the highest bidder on 10 February 1993 at 10:00, at the Somtseu Road entrance to Magistrate's Court, Durban:

Description: Lot 4400, Isipingo (Extension 38), situated in the Borough of Isipingo, Administrative District of Natal, in extent 203 (two hundred and three) square metres.

Postal address: 111 Silvergull Drive, Lotus Park, Isipingo.

The property consists of: Brick building with tiled roof, duplex with two bedrooms, bathroom, kitchen, and lounge — carpeted.

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 and the Auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.

2.1 The purchaser shall be liable for payment of interest at the rate of 18% (eighteen per cent) per annum to the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution, from the date of the sale to date of transfer, both days inclusive.

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

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban South.

Dated at Durban on this the 17th day of January 1994.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms H. Meumann/m/018734.)

Case 3642/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **South African Mutual Mortgage Investment Corporation (Pty) Ltd**, Plaintiff, and **Wilfred Themba Nxumalo**, First Defendant, and **Maureen Jane Nxumalo**, Second Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 23 June 1993, and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff for the Supreme Court for the District of Newcastle, on Friday, 4 February 1994 at 11:00, on the steps of the Magistrate's Court, Murchison Street, Newcastle, to the highest bidder:

Unit 7585, situated in the Township of Madadeni, District of Newcastle, in extent 464,5 (four hundred and sixty-four comma five) square metres, represented and described on General Plan 15/1966.

The property is situated at Site 7585, Madadeni, and there is a single-storey dwelling-house constructed of brick under tile roof, consisting of two bedrooms, one and a half bathroom, lounge, dining-room, family room, kitchen and garage erected thereon.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Supreme Court within thirty days after the date of sale.

2. The balance of the purchase price plus interest thereon at the rate of 15,5% (fifteen comma five per cent) per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Second Floor, Volkskas Building, Voortrekker Street, Newcastle, Natal.

Dated at Pietermaritzburg this 10th day of January 1994.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 3142/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **J L R & Hau-Yoon Enterprises (Pty) Ltd** (trading as Retief Agencies), Execution Creditor, and **Richard Ramdah** (trading as Savers Supermarket), Execution Debtor

In pursuance of a judgment granted on 20 September 1993, in the Magistrate's Court, Stanger, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 25 February 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Couper Street, Stanger, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Stanger, at the time of the sale:

Description: Lot 2316, Stanger (Extension 22), situated in the Borough of Stanger, Administrative District of Natal, in extent one thousand one hundred and thirty-four (1 134) square metres.

Improvements: Brick under asbestos dwelling consisting of two bedrooms, lounge, dining-room, kitchen, bathroom, single garage with servant's room and toilet/shower.

Physical address: Lot 2316, Stanger.

Zoning: Residential.

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 property shall be sold to the highest bidder at the sale.

3. The purchaser (other than the Execution Creditor) shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque immediately the sale is concluded, and the balance upon transfer of the property into his name, to be secured by a bank or building society guarantee delivered to the Sheriff of the Court within seven (7) days of the date of sale.

4. Should the purchaser fail to carry out any of the conditions of sale, the 10% (ten per cent) deposit referred to above will be forfeited. The full conditions may be inspected at the offices of the Sheriff of the Court, Stanger, Natal.

5. The sale is further subject to the provision that the land shall not be alienated or leased by the transferee without the written consent of the Town Council.

Dated at Stanger on this the 6th day of January 1994.

Laurie C. Smith Inc., Execution Creditor's Attorneys, 22 Jackson Street, P.O. Box 46, Stanger. (Ref. Mr Naicker/RK/J74/Colls.)

Case 464/93

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Fanana Cyprian Khawula**, Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone, dated 28 April 1993, the following immovable property will be sold in execution on 11 February 1994 at 10:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership Unit A1648, Gamalakhe, in the Township of Gamalakhe, District of Izingolweni, in extent 490 square metres, represented and described on General Plan BA 15/1970 (Deed of Grant G1572/87).

The following information is furnished regarding the property, but is not guaranteed: The property is situated at 1648 Gamalakhe Township.

Upon the property is a dwelling under brick and tile consisting of: Kitchen, lounge, dining-room, three bedrooms and bath and toilet.

Material conditions of sale:

The purchaser shall pay twenty per centum (20%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 10th day of January 1994.

John Crickmay & Co., Execution Creditor's Attorneys, First Floor, Gird Mowat Centre, P.O. Box 156, Margate, and/or 50 Bisset Street, Port Shepstone.

Case 22734/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Sigamoney Chockalingan Naidoo**, First Defendant, and **Asothie Naidoo**, Second Defendant

In pursuance of a judgment granted on 18 June 1993, in the Court of the Magistrate, Durban, and under a writ of execution issued thereunder and served, the immovable property listed hereunder shall be sold in execution to the highest bidder on 10 February 1994 at 10:00, at the Somtseu Road entrance to the Magistrate's Court, Durban:

Description: Lot 4548, Isipingo Extension 40, situated in the Borough of Isipingo, Administrative District of Natal, in extent two hundred and sixty three (263) square metres.

Postal address: 27 Thrush Road, Lotus Park, Isipingo.

The property consists of: Duplex with tile roof, two bedrooms, toilet, bathroom, lounge and dining-room/kitchen.

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 and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.

2.1 The purchaser shall be liable for payment of interest at the rate of 16,75% (sixteen comma seven five per cent) per annum to the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from the date of the sale to date of transfer, both days inclusive.

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

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban South.

Dated at Durban on this 13th day of January 1994.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Mrs H. Savage/m/012790.)

Case 11254/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sipho Moses Shabalala**, Defendant

In pursuance of a judgment of the above Honourable Court dated 3 November 1993, a sale in execution will be held on Friday, 11 February 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, when the following property will be sold by the Sheriff of the Magistrate's Court for the District of Inanda, to the highest bidder:

Ownership Unit G850, in the Township of kwaMashu, District of Ntuzuma, in extent 268 square metres, represented and described on General Plan PB 270/1988, with the postal and street address of Unit G850, kwaMashu.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a block under asbestos roof dwelling with light and water facilities comprising two bedrooms, lounge, kitchen and toilet with bathroom outside.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court for the District of Inanda, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Avenues, Mountview, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 11th day of January 1994.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N423.3395/93.)

Case 22792/93

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

In the matter between **Total Oil SA (Pty) Limited**, Plaintiff, and **William Seoka**, Defendant

In execution of a judgment granted by the Magistrate's Court for the District of Pietermaritzburg, on Thursday, 23 September 1993, in the above-mentioned suit, the following immovable property will be sold by public auction by the Sheriff of the Magistrate's Court for the District of Pietermaritzburg, on the steps of the Sheriff's sale room, 277 Berg Street, Pietermaritzburg, on 11 February 1994 at 11:00, the conditions of 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 the Sheriff's sale room, 277 Berg Street, Pietermaritzburg, namely:

Remainder of Lot 67, Plessislaer, situated in the Administrative District of Natal, in extent three thousand eight hundred and three (3 803) square metres, which property is held by Meipa William Seoka, Identity Number 4706295506081, the above-named Defendant under and by virtue of Deed of Transfer T6935/1988.

Dated at Pietermaritzburg on this 12th day of January 1994.

E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg. (Ref. GJR/GG/S07414/7415.)

Case 22792/93

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

In the matter between **Total Oil SA (Pty) Limited**, Plaintiff, and **William Seoka**, Defendant

In execution of a judgment granted by the Magistrate's Court for the District of Pietermaritzburg, on Thursday, 23 September 1993, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Magistrate's Court for the District of Pietermaritzburg, on the steps of the Sheriff's sale room, 277 Berg Street, Pietermaritzburg, on 11 February 1994 at 11:00, the conditions of 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 the Sheriff's sale room, 277 Berg Street, Pietermaritzburg, namely:

Lot 432, Edendale Extension 4, situated in the Administrative District of Natal, in extent two thousand and fifty-two (2 052) square metres, which property is held by Meipa William Seoka, Identity Number 4706295506081, married in community of property to Gloria Gabisile Seoka, Identity Number 6106050471084, under and by virtue of Deed of Transfer T19142/1992.

Dated at Pietermaritzburg on this 12th day of January 1994.

E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 1786/92

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Inderjeeth Bechoo**, Execution Debtor

In pursuance of a judgment granted on 25 January 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, 8 February 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road entrance, Durban:

Description: Lot 187, Kenville, situated in the City of Durban, Administrative District of Natal, in extent one thousand four hundred and one (1401) square metres held under Deed of Transfer T28041/90.

Street address: 208 Rosary Road, Kenville, Durban.

Improvements: A brick and tile dwelling consisting of: Verandah, lounge and dining-room, kitchen, three bedrooms, pantry, two toilets (separate), shower with wash hand basin and bathroom with wash hand basin.

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 22% (twenty-two per cent) per annum to the bondholder, Nedperm Bank Limited, on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

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

Dated at Durban this 6th day of January 1994.

Livingston Leandy Incorporated, Execution Creditors Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Saak 118/92

IN DIE LANDDROSHOF VAN DIE DISTRIK KLIPPRIVIER GEHOU TE EZAKHENI

In die saak tussen **KwaZulu Finance & Investment Limited**, Eksekusieskuldeiser, en **Fikelephi Eveline Mvelase**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 10 Augustus 1992, word die ondervermelde eiendom op 8 Februarie 1994 om 15:00, voor die Landdroshof, Ezakheni, geregtelik verkoop, naamlik:

Sekere Perseel E3070, Ezakheni-dorpsgebied, distrik Emnambithi.

Die eiendom is verbeter, maar niks word gewaarborg nie. Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Poortstraat 5, Ladysmith, en is onder andere die volgende:

(1) Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

(2) Die eiendom word voetstoots en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hierdie 6de dag van Januarie 1994.

V. R. H. Southey, vir Hopkins & Southey, Prokureurs vir Eiser, No. 12, Bo Grondvloer, SA Perm-arkade, Scottstraat 58, Newcastle.

Case 118/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Fikelephi Eveline Mvelase**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a writ of execution dated 10 August 1992, the undermentioned property will be sold in execution on 8 February 1994 at 15:00, at the front entrance of the Magistrate's Court, Ezakheni, namely:

A certain Site 3070, Unit E, Ezakheni Township, District of Emnambithi.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, at 5 Poort Road, Ladysmith.

The conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle on this 6th day of January 1994.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, S A Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

Case 63835/93

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

Between **NBS Bank Limited**, Plaintiff, and **Deenadayalan Governer**, Defendant

In pursuant of a judgment granted on 18 November 1993 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 February 1994 at 14:00, at the front entrance to the Magistrate's Court, Somtseu Road, Durban.

Description:

(a) Section 117 as shown and more fully described on Sectional Plan SS53/87 in the scheme known as Nodic/Broadway in respect of the land and building or buildings situated at Durban, of which section the floor area according to the said sectional plan is 91 (ninety-one) square metres in extent; and

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

Address: Flat 112, Broadway, 57/61 Broad Street, Durban.

Improvements: Flat consisting of one and a half bedroom, lounge, kitchen, toilet and bath with tub/washbasin.

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

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

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

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011478.)

Saak 277/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NQUTU GEHOU TE NQUTU

In die saak tussen **KwaZulu Finance and Investment Corporation Ltd**, Eiser, en **V. G. Zulu**, Verweerder

Kragtens 'n lasbrief vir eksekusie gedateer 4 Oktober 1993, en 'n beslaglegging, sal die volgende vaste eiendom soos hieronder beskryf per openbare veiling op 22 Februarie 1994 om 10:00, by die voordeur van die Landdroskantoor, Nqutu, aan die hoogste bieder verkoop word:

Eenheid 697, Emondlo, Nqutu, geleë in die administratiewe distrik van Natal, in grootte 20 631 (twintigduisend seshonderd een-en-dertig) vierkante meter, en is verbeter met 'n huis.

Niks in hierdie verband is gewaarborg nie.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes is beskikbaar by die Balju se kantoor, Dundee.

Gedateer te Dundee op hierdie 22ste dag van Desember 1993.

De Wet & Dreyer, Posbus 630, Dundee, 3000.

ORANJE-VRYSTAAT
ORANGE FREE STATE

Saak 11556/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Marlim (Edms.) Beperk**, Eiser, en **H. J. Jansen**, Verweerder

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 27 Oktober 1993, sal die volgende eiendomme by wyse van openbare veiling in eksekusie verkoop word op 11 Februarie 1994 om 11:00, voor die Landdroskantoor, Welkom:

1. Erf 8305, geleë in die stad en distrik Welkom, bekend as Campbellstraat 35, Jan Cillierspark, Welkom, groot 952 (negehoonderd twee-en-vyftig) vierkante meter, gehou kragtens Transportakte T4768/1993.

Verbeterings: Woonhuis met buitegeboue.

2. Erf 1363, geleë in die dorpsgebied Riebeeckstad, Welkom, bekend as Jasonsweg 40, Riebeeckstad, Welkom, groot 2 082 (twee duisend en twee-en-tagtig) vierkante meter, gehou kragtens Transportakte T3276/1992.

Verbeterings: Woonhuis met buitegeboue.

Voorwaardes van verkoping:

1. Die eiendomme sal voetstoots verkoop word aan die hoogste bieder onderworpe aan 'n reserweprys en verder 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 affandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 18,5% (agtien komma vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 14 (veertien) 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.

Geteken te Welkom op hede die 30ste dag van Desember 1993.

F. J. Smit, vir Wessels & Smith, Prokureurs vir Eiser, Wessels en Smithgebou, Heerenstraat 26-28, Welkom.

Case 2976/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Thembuxolo Benjamin Mdlalani** (Identity Number 4409195397087), Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suit, a sale with/without reserve price is to take place at the Tulbach entrance of the Magistrate's Court, Welkom, on Friday, 4 February 1994 at 11:00, 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, Shercourt Building, 100 Constantia Street, Welkom, prior to the sale:

Site 6209, situated in the Township Thabong, District of Welkom, measuring 422 (four hundred and twenty-two) square metres, as indicated on General Plan L77/1988, held by virtue of Certificate of Registered Grant of Leasehold TL 2310/89, subject to certain conditions as referred to in the above-mentioned certificate of registered leasehold, consisting of: Lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, tile roof, vinyl/carpet floor, wire fencing and concrete fence.

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 sale.

D. A. Honiball, Attorney for Plaintiff, c/o Israel & Sackstein, 26/28 Aliwal Street, Bloemfontein.

Saak 546/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **E. P. Bouvereniging**, Eiser, en **Willem Gerhardus Lombard**, Eerste Verweerder, en **Isabella Geradina Salemina O'Donovan** Tweede Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Welkom, gehou te Welkom, en kragtens 'n lasbrief vir eksekusie gedateer 20 Februarie 1992, sal die volgende eiendom per publieke veiling vir kontant, op 4 Februarie 1994 om 11:00, te die Tulbagh-ingang tot die Landdroshof, Welkom, Oranje-Vrystaat, aan die hoogste bieder verkoop word, naamlik:

Erf 5849, geleë in die stad en distrik Welkom, groot 1 011 (een duisend en elf) vierkante meter, gehou kragtens Akte van Transport T2697/1990, ook bekend as Jamesonstraat 27, Seemeeupark, Welkom.

Die eiendom bestaan uit, onder andere, die volgende: Woonhuis en buitegeboue.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 'n reserweprys verkoop word, maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser, en wel binne 7 (sewe) dae na datum van die veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan die Eiser teen 20,3% (twintig komma drie persent) per jaar op die koopsom, bereken vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde betaal op die dag van die verkoping, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonniskskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju van die Landdroshof, waarborg geensins enige van die inligting hierin vermeld nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, Welkom, Oranje-Vrystaat en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Sonleyrikamers, Heerenstraat 24, Welkom, Oranje-Vrystaat, gedurende kantoorure.

Geteken te Welkom op hede die 28ste dag van Desember 1993.

T. Wolmarans, vir Symington & De Kok, Prokureurs vir Eiser, Sonleyrikamers, Heerenstraat 24, Posbus 2175, Welkom, 9460. (Tel. 353-3051.)

Saak 16382/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **K. K. Lemon**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die Huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op Vrydag, 11 Februarie 1994 om 10:00, per publieke veiling deur die Balju, Bloemfontein verkoop word:

Erf 16518, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Mangaung, gehou kragtens Transportakte TL12259/92, groot 240 (tweehonderd en veertig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 5% (vyf per sent) kontant by toeslaan van bod. Waarborg vir balans binne 30 dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by Balju ter insae.

Gedateer te Bloemfontein hierdie 28ste dag van Desember 1993.

Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, St Andrewstraat 151, Bloemfontein.

Case 5810/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **Oostelike Provinsie Bouvereniging**, trading as E. P. Building Society, Plaintiff, and **Daniel Jacobus Venter**, Identity Number 5901295080000, First Defendant, and **Cathrine Venter**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suit, a sale with/without reserve price is to take place at the Peet Avenue entrance of the Magistrate's Court, Bloemfontein on Friday, 4 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 and which conditions may be inspected at the offices of the Sheriff, President Building, St Andrew Street, Bloemfontein prior to the sale:

"Erf 9070, geleë in die stad en distrik Bloemfontein, groot 993 (negehonderd drie-en-negentig) vierkante meter, gehou kragtens Transportakte T6092/1979, onderworpe aan sekere voorwaardes soos meer volledig daarin uiteengesit."

Consisting of: Three bedrooms with built-in cupboards, lounge, dining-room, study, TV-room, two and a half bathrooms, kitchen, wall to wall carpets, corrugated iron roof, swimming-pool, double garage, servants' quarters, laundry room and corodrive, and being 46 President Paul Kruger Avenue, Universitas, Bloemfontein.

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, Attorney for Plaintiff, c/o Israel & Sackstein, 26/28 Aliwal Street, Bloemfontein. (Ref. NE0665.)

Saak 2756/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen **ABSA Bank Beperk**, handeldrywend as Allied Bank, Eiser, en **J. J. van Zyl**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie gedateer 22 September 1993, sal die ondervermelde eiendom geregelik verkoop word op Vrydag, 4 Februarie 1994 om 09:30, voor die hoofingang van die Landdroskantoor, Murraystraat, Kroonstad, deur Liz Venter Afslaers, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 1000, geleë in die dorp Kroonstad, distrik Kroonstad, groot agt honderd en vyftig (850) vierkante meter, onderworpe aan sekere Serwitude soos uiteengesit in, en gehou kragtens Akte van Transport T8592/1991, beter bekend as Boshoffstraat 2, Kroonstad. Die eiendom bestaan uit 'n woning met 'n sinkdak, steenmure en betonmheining.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju en Liz Venter Afslaers, Hillstraat, Kroonstad. Die belangrikste voorwaardes daarin vervat is die volgende: Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die verbandhouer, soos uiteengesit in die verkoopvoorwaardes wat ter insae lê by die kantore van die Balju en Liz Venter Afslaers, Hillstraat, Kroonstad.

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

E. A. Burke, vir Naudé, Thompson & Du Bruyn, Prokureur vir Eiser, Reitzstraat 23, Posbus 932, Kroonstad, 9500.

Saak 2904/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **Standard Bank van SA Beperk**, Eksekusieskuldeiser, en **M. J. Mohalali**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 30 November 1993, in die Landdroshof te Virginia, sal die volgende eiendom verkoop word op Vrydag, 11 Februarie 1994 om 10:00, te die Hoofregeringsgebou (Landdroskantoor), Virginia Tuine, Virginia:

Sekere Erf 1418, uitbreiding 1, geleë in die dorp Meloding, distrik Ventersburg, groot 242 (tweehonderd twee en veertig) vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Titel TL 1736/1990, geregistreer op 8 Mei 1990, en onderhewig aan sekere serwitute.

Verbeterings: Woonhuis met gewone buitegeboue.

Voorwaardes van verkoping:

(a) Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

(b) Die koopprys sal soos 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 20,75% (twintig komma sewe vyf per sent) per jaar tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

(c) Die volle verkoopvoorwaardes wat deur die Balju of die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Virginia hierdie 7de dag van Januarie 1994.

Andrews & Podbielski, Prokureurs vir Vonnisskuldeiser, p.a. Roma Badenhorst & Seun, Eerste Verdieping, Bulliongebou, Bullionstraat, Posbus 21, Virginia, 9430. (Verw. N. Badenhorst/tm.)

Saak 2905/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **Standard Bank van SA Beperk**, Eksekusieskuldeiser, en **K. D. Monye**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 30 November 1993, in die Landdroshof te Virginia, sal die volgende eiendom verkoop word op Vrydag, 11 Februarie 1994 om 10:00, te die Hoofregeringsgebou (Landdroskantoor), Virginia Tuine, Virginia:

Sekere Erf 494, Uitbreiding 1, geleë in die dorp Meloding, distrik, Ventersburg, groot 385 (driehonderd vyf-en-tagtig) vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Titel TL2786/1989, geregistreer op 28 September 1989, en onderhewig aan sekere serwitute.

Verbeterings: Woonhuis met gewone buitegeboue.

Voorwaardes van verkoping:

(a) Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan die bepalings van die wet op Landdroshof, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

(b) Die koopprys sal soos 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 18,75% (agtien komma sewe vyf persent) per jaar tot datum van registrasie van transport sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

(c) Die volle verkoopvoorwaardes wat deur die Balju of die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Virginia hierdie 7de dag van Januarie 1994.

Andrews & Podbielski, Prokureurs vir Vonnisskuldeiser, p.a. Roma Badenhorst & Seun, Eerste Verdieping, Bulliongebou, Bullionstraat, Posbus 21, Virginia, 9430. (Verw. N. Badenhorst/tm.)

Saak 14968/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Munisipaliteit Bainsvlei**, Eiser, en **Ching-Chung Wu**, Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis gegee deur die Landdros van Bloemfontein, sal verkoping van die volgende eiendom van bogemelde Verweerder plaasvind te Peetlaan-ingang, van die Landdroshof, Bloemfontein, op Vrydag, 4 Februarie 1994 om 10:00:

Sekere Plot 3, Groenvlei Small Holdings, geleë in die munisipale gebied Bainsvlei, distrik Bloemfontein, grootte 4 5666 (vier komma vyf ses ses ses) hektaar.

Voorwaardes van verkoping:

1. 'n Deposito van 10% (tien per centum) van die koopprijs is betaalbaar in kontant op datum van verkoping.
2. Vir die balans koopprijs moet 'n goedgekeurde bank- of bougenootskapwaarborg, binne 14 (veertien) dae na datum van verkoping gelewer word.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 6de dag van Januarie 1994.

H. T. P. Hutchinson, vir Van Der Merwe & Sorour, Prokureurs vir Eiser, Sewende Verdieping, Atriumgebou, Elizabethstraat, Bloemfontein.

Saak 1401/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PARYS GEHOU TE PARYS

In die saak tussen **Khayaletu Home Loans**, Eiser, en **Johannes Molete**, Eerste Verweerder, en **Khumotaka Eva Molete**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdroshof in die bogemelde Agbare Hof en 'n lasbrief vir uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 16 Februarie 1994 om 10:00, voor die Landdroskantoor, Parys, per publieke veiling deur die Balju, Parys, verkoop word:

Erf 3715, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Tumahole, gehou kragtens Grondbrief TL2568/1989, groot 286 (tweehonderd ses-en-tagtig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

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

4. Verdere voorwaardes by Balju ter insae.

Gedateer te Parys op hede die 7de dag van Januarie 1994.

C. F. Swanepoel, vir Bezuidenhout & Van Zyl, p.a. De Villiers & Joynt, Prokureurs vir Eiser, Dolfstraat 63, Posbus 43, Parys.

Saak 1793/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **Lehlaha James Mokoena**, Verweerder

Ten uitvoere van 'n vonnis van die Landdroshof van Bethlehem, en kragtens 'n lasbrief tot uitwinning gedateer 5 April 1993, sal die volgende eiendom per publieke veiling vir kontant op Vrydag, 25 Februarie 1994 om 11:00, te die Landdroskantoor, Hoogstraat, Bethlehem, aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 950, Uitbreiding 1, groot 264 (tweehonderd vier-en-sestig) vierkante meter, geleë Bohlokong, distrik Bethlehem, gehou kragtens Akte van Transport TL7994/1991.

Ten opsigte van voormelde verbeteringe word geen waarborg verstrekk nie.

Terme: Die koper sal 10% (tien per centum) van die koopsom in kontant aan die Balju van die Landdroshof betaal, onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne sewe (7) dae na die datum van verkoping aan die Balju van die Landdroshof of aan die prokureur wat die transport namens die Eiser sal behartig gelewer word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die tien persent (10%) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae te die kantore van die Balju, Landdroshof, Hoogstraat, Bethlehem.

Geteken te Bethlehem op hierdie 5de dag van Januarie 1994.

Moore Harrington De Clerk, Prokureurs vir Eiser, Lindleystraat 29, Posbus 255, Bethlehem.

OPENBARE VEILINGS, VERKOPE EN TENDERS PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

ALPHA AFSLAERS

IN DIE INSOLVENTE BOEDEL VAN **BAREND JACOBUS CORNELIUS VAN DER BERG** EN **SONJA ALETTA VAN DER BERG**, MEESTERSVERWYSINGSNOMMER T1391/93

In opdrag van die Kurator, sal die volgende onroerende eiendom op Vrydag, 28 Januarie 1994 om 10:00 by die perseel verkoop word te:

Erf 607, Welverdiend, ook bekend as Stasiestraat 57, Welverdiend. Groot: 992 vierkante meter.

Verbeteringe: Woonhuis bestaande uit sit-/eetkamer, drie slaapkamers, badkamer, aparte toilet, moderne kombuis en waskamer. Die buitegeboue bestaan uit 'n kamer met toilet en stort, dubbelmotorhuis met afdak, asook 'n swembad.

Verkoopvoorwaardes:

1. 'n Kontant deposito van 20% (twintig persent) op toeslaan van die bod, en die balans binne 30 (dertig) dae vahaf datum daarvan.

2. Die veiling vind sonder reserwe plaas en is onderhewig aan bekragting.

3. Besit en okkupasie asook die risiko in en tot die eiendom sal met bekragting op die koper oorgaan.

Alle verdere navrae kan aan mnr. Slabbert by Telefoonnommer (01491) 7-4126 gerig word.

Alpha Afslaers, Protea 1-gebou, Palladiumstraat, Carletonville.

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

LIKWIDASIEVEILING VAN FABRIEK, POTGIETERSTRAAT 3, ROSSLYN-UITBREIDING 1, PRETORIA,
OP 4 FEBRUARIE 1994, OM 10:30, OP DIE PERSEEL

Behoorlik daartoe gelas deur die likwidateur van **Townships Liaison & Estates CC**, in likwidasie, **Meestersverwysing T181/93**, verkoop ons per openbare veiling genoemde eiendom op die perseel, bestaande uit:

'n Fabriek met vier kantore, toeluit stoorkamers, toilet en stort vir personeel, toilette, storte en teekamer vir werkers, oproleure op al vier hoeke.

Kantore: Volvloermatte, mure gepleister en gevef, en gipsplafonne.

Fabriek: IBR-sink en steenmure, IBR dak versterk met staalkonstruksie, vloere van beton. Ommuur en lemmetjiesdraad, veiligheidshekke. Erf = 4 047 m². Verbeterings = 1 854 m².

Verkoopvoorwaardes: 10% (tien persent) deposito plus 7,5% (sewe komma vyf persent) afslaerskommissie in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborge vir die balans binne 30 dae na bekragting deur die likwidateur.

BTW betaalbaar: Op koopprys en afslaerskommissie.

Afslaersnota: Goeie belegging, goedgeleë.

Besigtiging: By die perseel daaglik (vra vir wag) of reël met die afslaer.

Vir meer besonderhede skakel die kantoor by (012) 341-1314 gedurende kantoorure.

PUBLIC AUCTION

QUALITY QUELLERINA HOME

Duly instructed by the trustee in the matter of insolvent estate **C. J. Cogzell, Master's Reference No. T3711/93**, we will sell by public auction to the highest bidder and without reserve (subject to confirmation), the following property:

11 Roggeveld Street, Quellerina, Florida, Roodepoort, on Thursday, 27 January 1994 at 11:00:

Being Erf 384, Quellerina, Roodepoort, measuring 2 231 square metres, comprising of plastered brick under concrete tiles, three bedrooms with built-in cupboards, two bathrooms, main en-suite, entrance-hall, lounge, dining-room, study, kitchen with ELO and HOB plus built-in microwave oven, scullery and walk-in pantry. Outbuildings consist of double garage, maid's quarters with full bathroom and lounge, separate store-room. Security walled.

Viewing: Wednesday, 26 January 1994 at 10:00 to 16:00.

Terms: 20% (twenty per cent) deposit on the fall of the hammer in cash or bank-guaranteed cheque and the balance in cash or suitable guarantees within 30 days of confirmation of sale. Subject to seven days of confirmation.

Directions: Western bypass left/right into Gordon Road interchange, Gordon Road left into Lange, left into Matopa, right into Roggeveld.

For further particulars please contact the auctioneer, Brian Bolton at (011) 782-6739 or 888-6071.

MEYER AFSLAERS BK

(Reg. No. CK 91/13027/23)

INSOLVENTE BOEDELVEILING VAN 'N WONING TE FAIRWAY VILLAGE, WALKERVILLE, VEREENIGING

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **W. E. Fivaz, Meestersverwysing T4637/92**, verkoop ons per publieke veiling onderhewig aan bekragting, die volgende eiendom:

Erf 515, geleë te Henry Carostraat 515, Fairway Village, Walkerville, Vereeniging.

Grootte: 0,0991 hektaar.

Verbeterings: Swart teëldak, twee slaapkamers, badkamer, aparte toilet, sitkamer, eetkamer en oopplankombuis.

Plek: Op die perseel, Henry Carostraat 515, Fairway Village, Walkerville, Vereeniging.

Datum en tyd: Woensdag, 2 Februarie 1994 om 11:00.

Padaanwysing: Alberton/Vereenigingsnelweg R26. Walkerville afrit regs na Walkerville tot by vierrigtingstop, links na Vereeniging, regs by Ohenimuri Golfbaan in Hazelstraat, links in Walkerstraat, regs in Henry Carostraat.

Verkoopvoorwaardes: 15% (vyftien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van bod. Waarborg vir die balans binne 30 dae vanaf datum van bekragting.

Besigtiging: Daaglik of reël met afslaers.

Verdere navrae: Skakel Anna van der Watt/Meyer Afslaers/Eiendomsagente. Tel. (012) 323-7821 of (012) 45-4835 (n/u). Faks (012) 324-5119.

MEYER AFSLAERS BK

(Reg. No. CK91/13027/23)

**INSOLVENTE BOEDELVEILING VAN PRAGTIGE DRIESLAAPKAMERWONING TE DORINGKLOOF, VERWOERDBURG
STAANTEËLDAK EN SWEMBAD**

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **M. W. Schoonraad, Meestersverwysing T4425/92**, verkoop ons per publieke veiling, onderhewig aan bekragtiging, die volgende eiendom:

Erf 570, geleë te 122 Palalalaan, Doringkloof, Verwoerdburg.

Grootte: 991 vierkante meter.

Verbeterings: Drie slaapkamers, twee badkamers, sitkamer, eetkamer, studeerkamer, kombuis, waskamer, motorhuis, swembad, ens.

Plek: Op die perseel: 122 Palalalaan, Doringkloof, Verwoerdburg.

Datum en tyd: Donderdag, 27 Januarie 1994 om 11:00.

Afslaersnota: Baie goed geleë, ruim familiewoning.

Verkoopvoorwaardes: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van bod. Waarborg vir die balans binne 30 dae vanaf datum van bekragtiging.

Besigtiging: Daagliks of reël met afslaers.

Verdere navrae: Skakel Anna van der Watt/Meyer Afslaers/Eiendomsagente. Tel. (012) 323-7821 of (012) 45-4835 (n/u). Faks (012) 324-5119.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: P. J. MARAIS****MASTER'S REFERENCE NUMBER: T2710/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Villa 38, Sunset Cove, Vaal Dam, District of Vaal Triangle, Transvaal, on Saturday, 29 January 1994 at 11:00: A three-bedroomed unit.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: A. P. MACGREGOR****MASTER'S REFERENCE NUMBER: T3347/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 6 Krige Street, Parkrand, District of Boksburg, Transvaal, on Thursday, 27 January 1994 at 10:30: A three-bedroomed residence.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: M. J. AND M. H. VAN STADEN****MASTER'S REFERENCE NUMBER: T2359/93**

Duly instructed by the trustee in the above-mentioned joint insolvent estate, we will sell by public auction, on site at 3 Delville Street, Duncanville, District of Vereeniging, Transvaal, on Wednesday, 26 January 1994 at 10:30: A three-bedroomed residence.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

PARK VILLAGE AUCTIONS**DIVORCE SETTLEMENT: I. V. BALETA versus N. J. BALETA****SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

CASE NUMBER: 92/02779

Duly instructed by the liquidator in the above-mentioned divorce settlement, we will sell by public auction, on site at 77 Hathorn Avenue, Rouxville, District of Johannesburg, Transvaal, on Wednesday, 26 January 1994, at 10:30: A three-bedroomed residence.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

PARK VILLAGE AUCTIONS**SANCREED INVESTMENTS CC, IN LIQUIDATION****MASTER'S REFERENCE NUMBER: T1722/93**

Duly instructed by the liquidator in the above-mentioned matter, we will sell by public auction, on site at 7A Homestead Road, Edenburg (Rivonia), District of Sandton, Transvaal, on Tuesday, 25 January 1994 at 10:30: A four-bedroomed residence.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: S. F. JOHNSON****MASTER'S REFERENCE NUMBER: T4163/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 100 Vleiroos Street, Winchester Hills Extension 3, District of Johannesburg, Transvaal, on Tuesday, 25 January 1994 at 10:30: A three-bedroomed residence.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

PARK VILLAGE AUCTIONS**DIVORCE SETTLEMENT: M. JANSEN VAN VUUREN versus A. JANSEN VAN VUUREN****SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

CASE 31979/91

Duly instructed by the liquidator in the above-mentioned divorce settlement, we will sell by public auction, on site at 47 Elkie Drive, Wilropark Extension 6, District of Roodepoort, Transvaal, on Monday, 24 January 1994 at 10:30: A three-bedroomed residence.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: J. G. M. and B. S. I. J. COPPENS****MASTER'S REFERENCE NUMBER: T3017/93**

Duly instructed by the trustee in the above-mentioned joint insolvent estate, we will sell by public auction, on site at 64 Aitken Road, Eastleigh Ridge, District of Edenvale, Transvaal, on Monday, 24 January 1994 at 10:30: A five-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: M. L. JACKSON****MASTER'S REFERENCE NUMBER: T2243/93**

Duly instructed by the trustee in the above-mentioned estate, we will sell by public auction, on site at corner of Jeppe and Jules Streets, Clewer, District of Witbank, Transvaal, on Friday, 28 January 1994 at 10:30: Three incorporated stands.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

PARK VILLAGE AUCTIONS**QUAGGA GRANITE WORLD (PTY) LTD, IN LIQUIDATION****MASTER'S REFERENCE NUMBER: T3802/93**

Duly instructed by the liquidator in the above-mentioned estate, we will sell by public auction, on site at 8 Pendoring Street, Brits, District of Brits, Transvaal, on Thursday, 27 January 1994, commencing at 10:30: A medium-sized factory building.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: M. J. CALDEIRA****MASTER'S REFERENCE NUMBER: T2688/93**

Duly instructed by the joint trustees in the above-mentioned insolvent estate, we will sell by public auction, on site at 8 Roberts Road, Bedfordview Extension 84, District of Germiston, Transvaal, on Sunday, 30 January 1994, commencing at 14:00: A large residence.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

BOLAND BANK VEILINGS**INSOLVENSIEVEILING VAN PLAASEIENDOM TE WARMBAD**

Neem die N1 Pietersburgsnelweg tot by Afrit 224, Settlers/Codrington. Volg hiervandaan ons rigtingaanwysings tot by die eiendom.

Op Maandag, 24 Januarie 1994 om 11:00.

Behoorlik daartoe gemagtig deur die Kurator van insolvente boedel **A. J. Geyser, Meestersverwysing T2683/93**, word ondergemelde eiendom per openbare veiling aangebied:

Eiendom: Gedeelte 19 (gedeelte van Gedeelte 4) van die plaas Turfbult 494, Registrasieafdeling KR, Transvaal. *Groot:* 41,1135 ha.

Verbeteringe:

Woning I: Grasdak met ingangsportaal, sit-, eet-, studeer- en drie slaapkamers met volledige badkamers, slaapkamer met toilet, aparte badkamer, spens, kombuis, opwaskamer, toegebooue stoep met inloop-yskas en -vrieskas (elk 2,4 m × 2,4 m).

Woning II: Vier slaapkamers, twee badkamers, sit-, eet- en TV-kamer. Drie motorhuise (oop) asook vleisbewerkingskamer.

Buitegebooue/algemeen: Groot stoor 65 m × 6 m (afdakke aan beide kante). Gereedskapkamer, vier arbeidershuise, oop stoor 20 m × 10 m. Drie toegeruste boorgate, groot sementdam, sitrus- en vrugteboord.

Finansiering beskikbaar indien vooraf gereël met Boland Bank Bpk.

Verkoopvoorwaardes: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van die bod. Waarborg vir die balans koopprys binne 30 dae vanaf datum van bekragtiging.

Afslasnota: Eiendom is goed geleë aan ou Warmbadpad, slegs 6 km vanaf Warmbad. Goeie grond waarvan 80% (tagtig persent) bewerkbaar is.

Navrae: Adriaan v.d. Heever (012) 804-2112.

Afslaer: Koos van Rensburg (012) 804-2112.

Boland Bank Veilings, Nedbanksentrum 246, Pretoriaweg 617, Silverton. (S.A.I.A.)

BOLAND BANK VEILINGS**INSOLVENSIEVEILING VAN INDUSTRIËLE EIENDOM TE NYLSTROOM**

Geleë te hoek van Kanaal- en Nywerheidstraat, Nylstroom-uitbreiding 5.

Op Maandag, 24 Januarie 1994 om 13:00.

Behoorlik daartoe gemagtig deur die Kurator van insolvente boedel **P. J. en H. J. C. Terblanche, Meestersverwysing T4142/93**, word ondergemelde eiendom per openbare veiling aangebied:

Eiendom: Erf 707, geleë in die dorp Nylstroom-uitbreiding 5, Registrasieafdeling KR, Transvaal. *Groot:* 9 099 m².

Verbeteringe: Staalafdak 6 m × 34 m, stoor 16 m × 33 m en vyf kantore met toilette.

Finansiering beskikbaar indien vooraf gereël met Boland Bank Bpk.

Verkoopvoorwaardes: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek met die val van die hamer. Waarborg vir die balans koopprys binne 30 dae vanaf datum van bekragtiging.

Afslasnota: 'n Ideale perseel vir 'n motorslopingsbesigheid.

Navrae: Adriaan v.d. Heever (012) 804-2112.

Afslaer: Koos van Rensburg (012) 804-2112.

Boland Bank Veilings, Nedbanksentrum 246, Pretoriaweg 617, Silverton. (S.A.I.A.)

VAN'S AFSLAERS**VEILING KLEINHOEWE, KLERKSOORD**

In opdrag van die Kurator van insolvente boedel, **P. A. C. Momborg, T2007/93**, verkoop Van's Afslasers ondervermelde eiendom per openbare veiling, sonder reserwe, onderhewig aan bekragtiging, op Woensdag, 26 Januarie 1994, te Eerste Laan 12, Klerksoord, Akasia, om 11:00:

Groot: 2,1414 hektaar.

Verbeterings: Woonhuis met drie slaapkamers, sit-, eet-, familie- en badkamers, kombuis, opwas, stoorkamer.

Betaling: 10% (tien persent) deposito plus afslaserskommissie in kontant of gewaarborgde tjek. Waarborg binne 30 dae.

Inligting: Skakel Van's Afslasers (012) 335-2974.

VAN'S AFSLAERS**LIKWIDASIEVERKOPING EN OPENBARE VEILING**

In opdrag van die likwidadeurs van **Ballantine (Brits) (Edms.) Bpk.**, in likwidasië, **T3313/93**, verkoop Van's Afslaers ondervermelde boedelbates uit die hand en per openbare veiling, sonder reserve, vanaf 24 tot 28 Januarie 1994 uit die hand en 31 Januarie 1994 per veiling, Hendrik Verwoerdlaan 26, Brits.

Beskrywing: Handelsvoorraad, toerusting en voertuie.

Betaling: Kontant of gewaarborgde tjeks alleen.

Inligting: Skakel Van's Afslaers (012) 335-2974.

CONSILIOR (EDMS.) BPK.**INSOLVENTE BOEDELVEILING SUPERMARKTOERUSTING**

28 JANUARIE 1994 OM 11:00 TE JORGE'S SUPERMARK ELANDSRAND, BRITS

Gelas deur die Kurator in insolvente boedel van **P. P. Maré, Meestersverwysing T4739/93**, word verkoop:

Bakkerystoerusting, supermarktoerusting, yskaste, lugversorger, houtdeure, dakwaaiers, ens.

Veilingvoorwaardes:

1. Streng kontant of bankgewaarborgde tjek.

2. BTW eksklusief.

Navrae: Consilior (Edms.) Bpk. Tel. (012) 348-5111.

BID-A-BID AUCTIONEERS

Duly instructed by the trustee of insolvent estate **G. L. Lahner, Master's Reference T1292/93**, we will sell certain Stand 300, Impala Park on Tuesday, 25 January 1994 at 10:30, at the residence, 14 Allouette Street, Impala Park, Boksburg.

Terms: 20% (twenty per cent) by bank-guaranteed cheque or cash immediately and the balance within 30 days of confirmation.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERS

Duly instructed by the trustee of insolvent estate **P. B. and S. J. van den Heever, Master's Reference T1489/93**, we will sell certain Erf 821, Brenthurst, at the residence, 9 Botha Street, Brenthurst, Brakpan, on Thursday, 27 January 1994 at 10:30.

Terms: 20% (twenty per cent) by bank-guaranteed cheque or cash immediately and the balance within 30 days of confirmation.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

FACE BRICK SPLIT HOME, GLENVISTA

Duly instructed by the Trustee in the matter of insolvent estate **G. M. E. Wilson, Master's Ref. T3008/93**, we will sell by public auction to the highest bidder and without reserve subject to a seven day confirmation period on Tuesday, 1 February 1994 at 10:30 sharp, at 125 Vista Drive, Glenvista, Johannesburg, being Erf 100, Glenvista, Johannesburg, measuring 1 181 square metres, consisting of a split level face brick construction under concrete tiles comprising two lounges, dining-room, family room, kitchen with ELO, hob and breakfast bar, four bedrooms with BIC's, two bathrooms, main en suite, built-in bar and jacuzzi, pool, double garage, brick paths and driveway. Security walled. Breathtaking view from large upstairs patio.

Viewing: Monday, 31 January 1994 from 09:00 to 16:00.

Terms: 20% (twenty per cent) deposit on the fall of the hammer in cash or bank-guaranteed cheque and the balance in cash or suitable guarantees within 30 days of confirmation of sale. Subject to seven days confirmation.

Directions: From Johannesburg, Booyens Road, left into Kliprivers Road, over the N13, left into van Beek Road, right into Vista.

For further particulars please contact the auctioneer, Brian Bolton, at (011) 782-6739 or 888-6071.

EDDIE LEONARD AFSLAERS BK

(Reg. No. CK92/21711/23)

In opdrag van die Kurator van insolvente boedel **M. D. S. en R. da Rabeira, Meestersverwysing T2629/93**, word die onderstaande vaste eiendom per openbare veiling verkoop op Vrydag, 28 Januarie 1994 om 11:00:

Beskrywing: Erf 1358, Safarituine-uitbreiding 6, ook bekend as Loerieweg 1, Safarituine-uitbreiding 6, Rustenburg.

Groot: 1 925 vierkante meter.

Beskrywing: Groot hoekerf in 'n nuwe uitbreiding. Erwe in die omgewing is uiters skaars en baie gewild.

Terme: 20% (twintig persent) by toeslaan van die bod (kontant of bankgewaarborgde tjek alleenlik). Vir balans moet goedgekeurde bankwaarborg binne 30 (dertig) dae na bekragtiging gelewer word. Volledige verkoopvoorwaardes sekragtig- ing gelewer word. Volledige verkoopvoorwaardes sal op die dag van die veiling voorgehou word.

Bekragtiging: Binne sewe dae na datum van veiling.

Plek van veiling: Op perseel self.

Navrae: Eddie Leonard of Reinet Bunge.

Adres: Unitedgebou, Tweede Verdieping, Steenstraat 60, Rustenburg. Tel. (0142) 2-0221. Faks (1042) 2-8904.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, GROBLERSDAL op 16 Februarie 1994 om 10:00 voor die Landdroskantoor te Groblersdal die ondergemelde eiendom by publieke veiling verkoop:—

Gedeelte 444 van die plaas LOSKOP NOORD 12, Registrasie Afdeling J.S., Transvaal. *GROOT:* 80,0937 hektaar.

Blykens Akte van Transport T13277/1979 in die naam van CORNELIUS JOHANNES BEZUIDENHOUT

Ligging van hierdie eiendom:

16 km noordoos van Marble Hall

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, motorhuis en stoor, kelder, 2 oonde, 7 arbeidershuise, stoor, Veekerend omhein en verdeel in kampe. Boorgat, kanaal, dam, Olifantsrivier. Ressorteer onder die Loskop Besproeiingsraad en 25,7 hektaar is daaronder ingelys.

Die aandag van 'n voornemende koper word daarop gevestig dat indien hy reeds grond besit of belang het in grond onder enige Staatswaterskema of Staatswaterbeheergebied hy bevestiging van die betrokke Minister moet verkry dat hy die water- regte sal kan bekom. Die koper is verantwoordelik vir die oorplasing van die waterregte op sy naam.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkooppooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bod moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 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 huurooreenkomste, bewoningsregte of kooppooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

Dit word beweer dat waterbelasting ten bedrae van R47,22 plus rente verskuldig is.

VERWYSINGSNOMMER: ADAB 01520 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 13 Januarie 1994.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, SCHWEIZER-RENEKE op 18 Februarie 1994 om 10:00 voor die Landdroskantoor te SCHWEIZER-RENEKE die ondergemelde eiendom by publieke veiling verkoop:—

Resterende Gedeelte van die plaas DOORNPAN 262, Registrasie Afdeling I.O., Transvaal, *GROOT:* 342,6582 hektaar

Blykens Akte van Transport T33234/1971 in die naam van PHILIPPUS LODEWYK VENTER

LODEWYK VENTER

Ligging van hierdie eiendom: 32 km noord van Schweizer-Reneke

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Voorafvervaardigde woonhuis, buitekamer, staalkonstruksiestoor, melkstal, waskamers, stoor en afdak. Veekerend omhein en verdeel in kampe. 6 Boorgate, tenk, 2 sementdamme en drinkbakke.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkooppooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 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 huurooreenkomste, bewoningsregte of kooporeenkomste 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.

Die eiendom word verkoop onderworpe aan die Staat se beweerde eiendomsreg oor staande oeste wat op die eiendom mag wees.

VERWYSINGSNOMMER: ACAD 02499 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 12 Januarie 1994.

MANNIE AUCTIONEERING COMPANY

MIDNOORD VERSPREIDERS CC, IN LIQUIDATION, No. T4086/93

Duly instructed by the liquidator in the above matter, we will sell by public auction on the spot, corner of Stefaan Viljoen and Hardy Muller Streets, Rosslyn, Pretoria, on Wednesday, 26 January 1994 at 10:30, the following:

Complete animal fat rendering plant for the production of Tallow: Coal fired boiler complete with 600/700 kpa blow down tank, 27-ton bulk storage tank for Tallow complete with steam coils, steam trap, catwalk, ladder etc; 20-ton bulk tank complete with steam coils etc- Hobart mixer grinder; 10 fat rendering pans with 1,8 m Ribbon gas burner and elements' mobile trolleys for Tallow; 75 mm centrifugal pump with 7.5 hp 3-phase 380 V motor; 30 m high tension 3-core cable; 10 m special delivery hose; 3 m suction hose; gear pump and motor; approximately 60 m steam piping, valves and controls; scrapers, lug boxes; dialogram; pipette; magnetic stirrer; test tubes and bottles; office chairs; etc.

Terms: Only cash or bank-certified cheques. A refundable cash deposit of R500 must be furnished on registration.

On view day prior to sale.

Subject to change without prior notice.
without prior notice.

For further particulars apply to the auctioneers.

Mannie Auctioneering Company, Auctioneers, Appraisers, Stock Liquidators and General Agents, Manmart House, 53 Troye Street (corner of Pritchard Street), P.O. Box 9211, Johannesburg, 2000. Telephone (011) 29-9617. Fax No. (011) 333-3460.

AUCOR (PTY) LTD

DYNAMIC MINERALS CC, IN LIQUIDATION, MASTER OF THE SUPREME COURT REFERENCE No. T3741/92

Andalusite mine including 169 hectares farm with mineral rights and complete beneficiation plant.

At the mine: Groot Marico, Transvaal, on Wednesday, 2 February 1994 at 10:30.

The above is subject to change without prior notice.

View by appointment.

For further listings, details, conditions of sale and terms of payment please contact the auctioneers: Aucor (Pty) Ltd, 14 Apple Road, Wendywood. Tel: (011) 444-5550. Fax: 444-5551. (S.A.I.A.)

BALJU STANDERTON

In opdrag van die likwidateur van **Paratus Kommunikasie BK, Meestersverwysing T4317/93**, in likwidasie, sal ons die ondervermelde bates verkoop per openbare veiling, sonder reserwe, op Vrydag, 4 Februarie 1994 om 10:00, te Caledonstraat 17, Standerton:

Beskrywing: Mecer rekenaar met skerm en bord, Seikosha SP 2400 drukker, 13 stoele, twee lessenaars, sewe staal-kabinette, staalkas, staalrak, woonwa Reg. No. CXH 583T, Toyota LAW met kappie Reg. No. KYV 953T, 2,4 diesel en hoeveelheid onderdele.

Terme: Kontant of bankgewaarborgde tjeks.

Inligting: Balju Standerton (01331) 2-6234.

PROPERTY MART SALES

(Established 1963)

Duly instructed by the trustee in the insolvent estate of **G. E. and M. A. Peck, Master's Reference T308/93.**

Being Erf 73, Malvern East Township, 636 square metres, in extent and situated at 7 Senator Road. The accommodation comprises entrance-hall/lounge, large dining-room, kitchen, three bedrooms, one of which has its own shower and wash-basin and a separate bathroom. There is a single garage, workshop and two rooms with a toilet.

View: Between 10:00 and 15:00 on Saturday, 29 January 1994.

Sale takes place on the spot at 11:00, on Wednesday, 2 February 1994.

Terms: 10% (ten per cent) deposit at the drop of the hammer in cash or bank-guaranteed cheque. Balance within 30 days from confirmation by bank or building society guarantee.

Auctioneers: Property Mart, 244 Louis Botha Avenue, First Floor, Pogir Ginsberg House, 2192; P.O. Box 46058, Orange Grove, 2119. Tel: (011) 728-1283. Fax: (011) 728-5215. A/h (011) 462-3731 A. W. Hartard.

PETER WILLIAMS AUCTIONEERING & PROPERTY SERVICES (PTY) LTD

(Reg. No. 83/3833)

INSOLVENT ESTATE SALE OF BRICK UNDER TILE FAMILY HOME — DAVID STREET, THE REEDS EXTENSION 14

Duly instructed thereto by the trustee in the insolvent estate of **Francois Potgieter, Master's Reference No. T3500/93,** we will sell, on Saturday, 5 February 1994 at 10:00, on the spot, i.e. 29 David Street, The Reeds Extension 14, the undermentioned property:

Erf 883, The Reeds Extension 14, being 29 David Street, on which is erected: A modern clinker brick under tiled roof family home consisting of three bedrooms (spacious main bedroom), lounge, TV-room, bathroom with separate toilet. Well-fitted kitchen with attractive wooden cupboards and four-plate stove. Outside toilet. Swimming-pool and large covered entertainment area. Carport. Wendy house. Foundations already laid for two further bedrooms and bathroom.

Auctioneer's note: This property is set in a private garden with brick driveway and patios.

Terms: 15% (fifteen per cent) deposit on day of sale and balance within 30 days of confirmation.

Financing: A substantial building society bond is available to an approved purchaser.

Viewing: Mondays to Fridays from 16:00-18:00.

For further details: Contact the auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. Tel. 335-2931/2.

PETER WILLIAMS AUCTIONEERING & PROPERTY SERVICES (PTY) LTD

(Reg. No. 83/3833)

IMPORTANT LIQUIDATION SALE OF JOINERY EQUIPMENT, INCLUDING SPINDLES, PANEL SAWS, THICKNESSERS, ROUTERS, SANDERS, RADIAL ARM SAWS, ETC.

Duly instructed thereto by the liquidator of **Contractors Joinery (Pty) Ltd,** in liquidation, **Master's Reference No. T3099/93,** we will sell, on Wednesday, 2 February 1994 at 10:00, on the spot, i.e. 107 Mosaic Street, Silvertondale, Pretoria, the undermentioned:

Joinery equipment, including Renzo Balestrini spindles, Holzer wall panel saw, Dankert drum sander, Panhaus thicknesser, Sudhope melamine edge bender, SC400 panel saw, Invincible router, Wadkin Mortice and Tennon machine, Invincible FS planer, Invincible spindle, belt sander, circular saw, grinder, deWalt radial arm saw, workbenches, etc. Samco extractor fan. Desks and plan cabinet.

Terms: Strictly bank-guaranteed cheques or cash.

Viewing: Monday, 31 January 1994 and Tuesday, 1 February 1994 from 09:00 to 16:00.

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 AUCTIONEERING & PROPERTY SERVICES (PTY) LTD

(Reg. No. 83/3833)

INSOLVENT ESTATE SALE OF WELL-SITUATED DWELLING — MOOT STREET, DASPOORT

Duly instructed thereto by the trustee in the insolvent estate of **J. J. Croukamp, Master's Reference No. T3867/93,** we will sell, on Thursday, 3 February 1994 at 10:00, on the spot, i.e. 771 Moot Street, Daspoort, the undermentioned property:

Portion 2 of Erf 110, Daspoort, measuring 991 square metres, being 771 Moot Street, on which is erected:

A north-facing brick under iron dwelling of three bedrooms, lounge/dining-room, bathroom with separate toilet, kitchen, and north-facing front veranda. Outbuildings of single garage, servant's room and toilet. Concrete driveway.

Auctioneer's note: This property is well situated close to shops, schools, etc.

Terms: 15% (fifteen per cent) deposit on day of sale and balance within 30 days of confirmation.

Financing: A substantial building society bond is available to an approved purchaser.

Viewing: By arrangement.

For further details: Contact the auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. Tel. 335-2931/2.

INSOLVENTE BOEDELVEILING C. DU T. BOUWER, MEESTERSVERWYSING No. 4356/93

Behoorlik gemagtig deur die Kurator in bogenoemde boedel, verkoop ons per openbare veiling, op die perseel, op 25 Januarie 1994 om 11:00, Hoewe 56, Van der Merweskroon-uitbreiding 1, Vereniging:

Voorwaardes: Onroerende eiendom, 20% (twintig persent) van die verkoopprijs in kontant of bankgewaarborgde tjek met toeslaan van die bod.

Balans deur verskaffing van waarborge binne 30 (dertig) dae van bevestiging van verkoping.

Losgoedere: Streng kontant.

Navrae: (011) 475-5133.

VAN'S AFSLAERS**VEILING, SUNNYSIDE WOONSTEL**

In opdrag van die Kurator van insolvente boedel **D. Coetzee, T3786/93**, verkoop Vann's Afslers ondervermelde eiendom per openbare veiling, sonder reserwe, onderhewig abekragtiging op Vrydag, 28 Januarie 1994 om 11:00, te Troyestraat 135, Sunnyside, Pretoria:

Groot: 82 m².

Verbeterings: Woonstel met een en 'n half slaapkamers, sitkamer, eetkamer, badkamer en kombuis

Betaling: 10% (tien persent) deposito plus kommissie in kontant of gewaarborgde tjek. Waarborge binne 30 dae daarna.

Inligting: Skakel Van's Afslers (012) 335-2974.

CONNIE J. VAN DER MERWE & CO.**DECEASED ESTATE OF MICHAEL LEWIS FREED, ESTATE No. 12920/92, TO BE HELD ON FRIDAY, 2 FEBRUARY 1994, AT LEASK STREET, KLERKSDORP**

Duly instructed by the executor in the above estate, we will sell by public auction, the undermentioned assets:

1. Weeks 5 and 6: Flat 304, Seapointer.
2. Week 28: Flat 002, Seapointer.
3. Week 32: Flat 808, The Peninsula.
4. Week 50: Flat 108, Oceanic.
5. Week 30: Flat 61, Ngwenya.
6. 244 ordinary shares in Freed's Property Trust (Pty) Ltd.

Date of sale: 2 February 1994.

Place of sale: Connie J. van der Merwe, Leask Street, Klerksdorp.

Terms and conditions: 10% (ten per cent) deposit in cash or bank-guaranteed cheque immediately, the balance within 30 (thirty) days of confirmation of the sale.

The sale is without reserve but is subject to confirmation by the executor within 30 days of the sale.

For further information please phone Waks & Brady at (018) 462-2551, WB Chambers, 17 North Street; P.O. Box 1861, Klerksdorp. (Ref. Mr Waks.)

AUCTRADE AFSLAERS**INSOLVENTE BOEDELVEILING VAN 'N WONING GELEË TE SECUNDA**

In opdrag van die Kurator in die insolvente boedel **R. P. en D. A. Vermaak, Meestersverwysing T2260/93**, verkoop ons die ondervermelde eiendom per publieke veiling ter plaatse op Donderdag, 27 Januarie 1994 om 11:00, te H. M. Swartstraat 13, Secunda:

Eiendom: Erf 688, Secunda, ook bekend as H. M. Swartstraat 13, Secunda.

Grootte: 952 m².

Verbeterings: Woning bestaande uit 'n sitkamer met kwasdenplafonne, eetkamer, drie slaapkamers, twee badkamers, kombuis met houtkaste, enkelmotorhuis, afdak en 'n bedienekamer. Die huis het volvloermatte. Die erf is gedeeltelik ommuur met 'n swembad, braaier en 'n boorgat.

Afslersnota: Woning sentraal geleë naby winkelsentrum.

Verkoopvoorwaardes: 15% (vyftien persent) deposito van die koopprijs in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Die verkoping is onderhewig aan bekragtiging. Waarborge ter versekering van die balans van die koopprijs moet voorsien word binne 30 dae na bekragtiging van die verkoping.

Besigtiging/besonderhede: Daaglik tussen 08:00 en 18:00 of skakel die afslaer by (012) 343-0741 of Radiospoor (012) 323-1020 Kode At11.

Auctrade Aukioneers, Posbus 30124, Sunnyside, Pretoria.

AUCTRADE AFSLAERS**INSOLVENTE BOEDELVEILING VAN 'N WONING GELEË TE RIAMARPARK, BRONKHORSTSPRUIT**

In opdrag van die Kurator in die insolvente boedel **E. J. Meyer, Meestersverwysing T3158/93**, verkoop ons die ondervermelde eiendom per publieke veiling ter plaatse op Woensdag, 26 Januarie 1994 om 11:00, te Hibiscusstraat 17, Riamarpark, Bronkhorstspuit:

Eiendom: Erf 173, Riamarpark, Bronkhorstspuit, ook bekend as Hibiscusstraat 17, Riamarpark, Bronkhorstspuit.

Grootte: 1 000 m².

Verbeterings: Woning bestaande uit 'n sitkamer, familiekamer met ingeboude kroeg, studeerkamer, vier slaapkamers met ingeboude kaste, twee badkamers, kombuis met houtkaste, spens, motorhuis, werkskamer, binnehof, waskamer en 'n bediendekamer. Die huis het volvloer mat.

Verkoopvoorwaardes: 10% (tien persent) deposito van die koopprijs in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Die verkoping is onderhewig aan bekragtiging. Waarborgte ter versekering van die balans van die koopprijs moet voorsien word binne 30 dae na bekragtiging van die verkoping.

Besigtiging/besonderhede: Daaglik tussen 08:00 en 18:00 of skakel die afslaer by (012) 343-0741 of Radiospoor (012) 323-1020 Kode AT11.

Auctrade Auctioneers, Posbus 30124, Sunnyside, Pretoria.

CAHI AUCTIONEERS

Registration No. CK87/12616/23

INSOLVENT ESTATE AUCTION**SPACIOUS ARCHITECT DESIGNED THREE-BEDROOMED HOME, TWO LOUNGES, BAR, VORNA VALLEY, HALFWAY HOUSE, MIDRAND**

Duly instructed by the trustee in the insolvent estate **A. Jansen van Noordwyk, Masters Ref. T5171/92**, we will sell Wednesday, 2 February 1994 at 11:00, 409 Visser Street, Vorna Valley, comprising three bedrooms main en suite with modern kitchen with walk in pantry, separate laundry, fitted bar, formal lounge, TV-lounge, dining-room, enclosed braai, courtyard.

Main features: Floor to ceiling tiles in kitchen and bathrooms, three lock-up garages with electronic control and ceiling in garage, two servants' rooms with bathroom. All living-rooms with doors onto garden. Generous brick paving. Landscaped garden.

View by appointment.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation.

For further info contact Greg or Ronel of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax (012) 324-2215.

GIGANTIC MULTI ESTATE AUCTION

CROWN REFRIGERATION (PTY) LTD, IN PROVISIONAL LIQUIDATION

MASTERS REFERENCE T2428/93

WADDE & SONS CC, IN LIQUIDATION, TRADING AS JABU WHOLESALERS

MASTERS REFERENCE T3598/93

FABRIC DIRECTIONS CC, IN LIQUIDATION

MASTERS REFERENCE T3709/93

INSOLVENT ESTATE S. J. VENTER

MASTERS REFERENCE T1103/91

Engineering equipment, office furniture, cars, trucks and LDV's, brand new shop soiled stationery, filing cabinets, lockers, kitchen schemes, grocery units, clothing and footwear, household furniture, large quantity staffordshire, Christopher Wren and Barley Series porcelain dolls, at Sandton Auction Park, 14 Apple Road, Wendywood, Sandton, on 27 January 1994, at 10:30:

For further details please contact the auctioneers.

View: Day prior to the auction.

Terms: R1 000,00 refundable deposit (bank or bank-guaranteed cheques) on registration. The balance (bank or bank-guaranteed cheques) to be paid on the day of the sale. All cheques must be cleared before goods will be released. All bids are exclusive of VAT. Bidders being financed must produce an irrevocable letter of credit prior to bidding. Note: No cash will be accepted at the auction site.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood, Sandton, 2148. Tel. (011) 444-5550. Fax: (011) 444-5551. S.A.I.A.

PUBLIC AUCTION IN LA MONTAGNE, PRETORIA**IN THE MATTER OF INSOLVENT ESTATE A. JONES, MASTER'S REFERENCE No. T2952/93**

A DUPLEX FLAT TO BE SOLD WITHOUT RESERVE, ON THE PREMISES, ON MONDAY, 31 JANUARY 1994, AT 10:30

Duly instructed by the trustee, we will hereby sell this property, Flat 73, Mont Rouge B2, Albertus Street, La Montagne, Pretoria.

Size: 136 m².

Description: This lovely duplex flat comprises of three bedrooms, the main one with a bathroom-en-suite, other bathroom, a guest toilet, lounge, dining-room, a kitchen and ample storage space. There is a pretty garden in the front, which is maintained by the corporate body and a single lock-up garage.

Directions: From Pretoria on N4 take the Simon Vermooten turn off, turn right into Simon Vermooten and left into Albertus Street, Mont Rouge B2 is on the left.

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 seven 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 MONTANA

DISPLAY CONCEPTS AND SYSTEMS CC, IN LIQUIDATION, MASTER'S REFERENCE No. 11700/93

A SMALL HOLDING TO BE SOLD WITHOUT RESERVE, ON THE PREMISES, ON THURSDAY, 27 JANUARY 1994, AT 10:30

Duly instructed by the trustee, we will hereby sell this property, being Plot 32, Christiaansville, Montana, Pretoria.

Size: Approximately 2 ha.

Description: This lovely family home situated in a good area near all necessary facilities comprises of three bedrooms, two with built-in cupboards, bathroom with a shower, guest toilet, lounge, dining-room, TV-room, kitchen and a laundry room. Parts of the house need to be completed. Outbuildings include four garages and a large workshop measuring 340 m².

Directions: On Zambesi drive (R513), due east, turn left into Dr Swanepoel Street and straight into Christiaansville.

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 seven 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.

KAAP · CAPE**PLASE TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, SOMERSET-OOS op 18 Februarie 1994 om 10:00 voor die Landdroskantoor te SOMERSET-OOS die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 10 (KAROO LEEGTE) ('n gedeelte van Gedeelte 5) van die plaas ELANDS DRIFT nr. 565, in die Afdeling Cradock

GROOT 579,5489 hektaar

(2) Restant van Gedeelte 1 van die plaas ELANDS DRIFT nr 565, in die Afdeling Cradock

GROOT 714,5699 hektaar

Eiendomme (1) en (2) Blykens Akte van Transport T6096/1975

(3) Restant van Gedeelte 10 ('n gedeelte van Gedeelte 2) van die gekonsolideerde plaas GLEN AVON nr. 74 in die Afdeling Somerset-Oos

GROOT 1502,9624 hektaar

Eiendom (3) Blykens Akte van Transport T16759/1978

(4) Gedeelte 35 van die plaas KLIPFONTEIN nr. 76, in die Afdeling Somerset-Oos

GROOT 102,7947 hektaar

Eiendom (4) Blykens Sertifikaat van Verenigde Titel T20241/1965

(5) Gedeelte 2 (STOFFELS KLOOF) van die plaas OUDE KRAAL nr. 388 in die Afdeling Somerset-Oos

GROOT 906,4693 hektaar

Eiendom (5) Blykens Akte van Transport T480/1973

in die naam van JAN ERNST VOSLOO

Die titelakte(s) sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

Eiendomme (1) en (2)

64 km suid van Cradock

Eiendom (3)

10 km noord van Somerset-Oos

Eiendom (4)

29 km noord van Cookhouse

Eiendom (5)

64 km noord van Somerset-Oos

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) en (2)

Woonhuis, skeerskuur, sinkstoor, lusernstoor en 3 arbeidershutte. 6 Boorgate, 5 sementdamme, 15 drinkbakke en 16 gronddamme. Jakkalsproef omhein en verdeel in kampe.

Eiendom (3)

2 Arbeidershuise. Jakkalsproef omhein en verdeel in kampe.

Eiendom (4)

Woonhuis, lusernskuur, 3 arbeidershuise, motorhuis en stoorkamers. 5 Boorgate, 3 sementdamme, 4 drinkbakke en 1 stoordam. Ressorteer onder die Klipfonteinbesproeiingsraadschema en 77 hektaar is daaronder ingelys. Veekerend omhein en verdeel in kampe.

Eiendom (5)

Woonhuis, skeerskuur, werkswinkel, sinkstoor, lusernstoor, bulstalle met krale, silo en 6 arbeidershuise. 7 Boorgate, 6 sementdamme, 10 drinkbakke, 2 fonteine, 2 grondbesproeiingsdamme en 6 gronddamme. Jakkalsproef omhein en verdeel in kampe.

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.

Dit word beweer dat waterbelasting ten bedrae van R7 357,18 verskuldig is.

VERWYSINGSNOMMER: DCAG 01526 01G 02G 05G 07G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 11 Januarie 1994.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, BURGERSDORP op 11 Februarie 1994 om 10:00 voor die Landdroskantoor te BURGERSDORP die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Restant van Gedeelte 8 van die plaas STORM FONTEIN nr 159 in die Afdeling Albert

GROOT: 110,6512 hektaar

(2) Restant van Gedeelte 7 van die plaas STORM FONTEIN nr 159 in die Afdeling Albert

GROOT: 275,1681 hektaar

(3) Gedeelte 2 ('n gedeelte van Gedeelte 1) van die Plaas nr 165 in die Afdeling Albert

GROOT: 315,0224 hektaar

(4) Gedeelte 4 ('n gedeelte van Gedeelte 1) van die plaas KLEINFONTEIN nr 211 in die Afdeling Albert

GROOT: 323,9775 hektaar

(5) Gedeelte 2 ('n gedeelte van Gedeelte 1) van die plaas UITZIGT nr 166 in die Afdeling Albert

GROOT: 504,2589 hektaar

Eiendomme (1) tot (5) Blykens Akte van Transport T55148/1987

in die naam van SUSANNA MAGDALENA VAN STRAATEN

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

Eiendomme (1) tot (5): 30 km suidwes van Burgersdorp

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (5): Woonhuis, waskamer, implementeskuur, 2 skeerskure en 4 arbeidershuise. Jakkalsproef omhein en verdeel in kampe. 6 Boorgate, glasveseltenk, sementdam, 3 sinktenks, 2 fonteine, 17 drinkbakke en grondbesproeiingsdam.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopvooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot 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). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprijs;

Die saldo van die koopsom, plus 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, koopvooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCAB 03977 01G 02G 03G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 13 Januarie 1994.

NATAL

DALES BROS. AUCTION SALES

PINETOWN SALESROOM: 57 CROMPTON STREET, WEDNESDAY, 2 FEBRUARY 1994 AT 09:30

On instructions from the Liquidator of **The Bed Palace CC, Master's Ref. N394/93**, we will sell:

Bedroom furniture, base sets, sleeper couches, oak headboard, oak chest of drawers, mattresses, oak dining-room suite, oak coffee tables and writing bureaux.

Dales Bros. Auction Sales.

AUCOR (PTY) LTD

INSOLVENT ESTATE **W. L. C. NEWTON, MASTERS REFERENCE N222/93**

Duly instructed by the trustee in the above matter, public auction of property will take place at 59 Wren Way, Yellowwood Park, Durban, on Wednesday, 26 January 1994 at 10:30.

For further particulars phone Aucor (031) 305-6811.

ORANJE-VRYSTAAT ORANGE FREE STATE

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, PETRUSBURG op 9 Februarie 1994 om 10:00 voor die Landdroskantoor te PETRUSBURG die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die restant van die plaas MAATSCHAPPY 380, distrik Boshof

GROOT: 231,5348 hektaar

(2) Die restant van die plaas JEREMYSFONTEIN 590, distrik Boshof

GROOT: 379,3523 hektaar

Blykens Akte van Transport T2586/1966

in die naam van HENDRINA FRANCINA BARENDINA BASSON (VOORHEEN WARD)

Ligging van hierdie eiendomme:—

18 km noordoos van Petrusburg

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

2 Woonhuise, motorhuis, afdak, klipstoor, 4 buitekamers, melkkamer en 4 arbeidershuise. Veekeerend omhein en verdeel in kampe. 6 Boorgate, 6 sementdamme en 10 suipkrippe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkooppoorenkoms 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 of kooppooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BBAM 03290 01G/03G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 13 Januarie 1994.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Parys op 16 Februarie 1994 om 10:00 voor die Landdroskantoor te Parys die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die restant van Onderverdeling 2 van die plaas WITFONTEIN 398, distrik Parys

GROOT: 131,1638 hektaar

(2) Onderverdeling 1 van die plaas WITFONTEIN 398, distrik Parys

GROOT: 247,9660 hektaar

Eiendomme (1) en (2) blykens Akte van Transport T176/1971

in die naam van Gerdarien Oosthuizen

Ligging van hierdie eiendomme:—

Eiendomme (1) en (2): 15 km noordoos van Parys

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) en (2): 2 Woonhuise, dubbelmotorhuis, 2 rondawels, melkstal, staalstoor, stoor, buitekamers en 5 kuilvoertorings. Veakerend omhein en verdeel in kampe. 3 Boorgate, 2 sink opgaartenks, gronddam en fontein.

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 serwitutets 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 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.

Die eiendomme word verkoop onderworpe aan die Staat se beweerde eiendomsreg oor staande oeste wat op die eiendomme mag wees.

VERWYSINGSNOMMER: BCAJ 03209 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 13 Januarie 1994.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, VENTERSBURG op 11 Februarie 1994 om 10:00 voor die Landdroskantoor te VENTERSBURG die ondergemelde eiendom by publieke veiling verkoop:—

Onderverdeling 3 (DAERAAD) van die plaas ZANDRIVIERSPOORT 213, distrik Ventersburg

GROOT: 193,0052 hektaar

Blykens Akte van Transport T1579/1986

in die naam van NICOLAAS DAVID ERASMUS

Ligging van hierdie eiendom:—

16 km suid van Ventersburg

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, woonstel met kantoor, werkswinkel, staalstoor, melkstal en afdak. Gedeeltelik veakerend omhein en verdeel in kampe. Opgaardam, opgaartenk, 2 boorgate en 2 sementdamme.

Die eiendom ressorteer onder die Sandvet Staatswaterskema en 22,3 hektaar is daaronder ingelys.

Die aandag van 'n voornemende koper word daarop gevestig dat indien hy reeds grond besit of belang het in grond onder enige Staatswaterskema of Staatswaterbeheergebied hy bevestiging van die betrokke Minister moet verkry dat hy die waterregte sal kan bekom. Die koper is verantwoordelik vir die oorplasing van die waterregte op sy naam.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of 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 bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys.

Die saldo van die koopsom, plus 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 huurooreenkomste, bewoningsregte of koopoooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BCAM 03600 01G (REGTE)

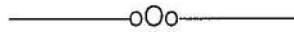
Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 13 Januarie 1994.

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.*



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.*

Spaar 'n druppel — en vul die dam

Indien almal van ons besparingsbewus optree, besnoei
ons nie slegs uitgawes nie maar wen ook ten opsigte van
ons kosbare water- en elektrisiteitsvoorraad



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Water conservation is very important to the community
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COMMUNITY AND
FAMILY REJECTION**

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Werk mooi daarmee

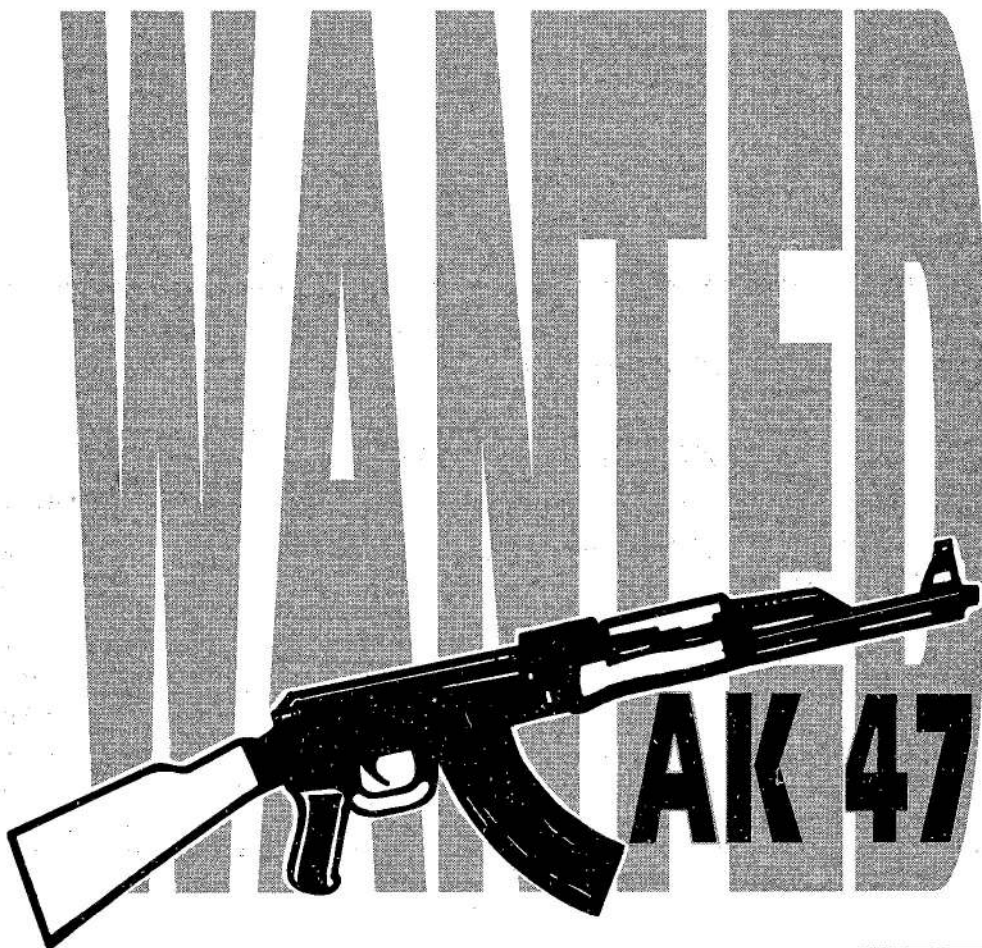
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Don't abuse  it

water is for everybody



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INHOUDSOPGAWE

WETLIKE KENNISGEWINGS

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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***