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Staatskoerant
Government Gazette

Vol. 344 PRETORIA, 18 FEBRUARIE FEBRUARY 1994 No. 15497

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 *Staatskoerant*, 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
(Sluitingsdatum vir indiening is twee weke voor publiseringsdatum.)	
GEREGTELIKE EN ANDER OPENBARE VERKOPE:	
Geregtelike verkope	102,80
Openbare veilings, verkope en tenders:	
Tot 75 woorde	31,30
76 tot 250 woorde	80,50
251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)	129,70
LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS	40,30
MAATSKAPPYKENNISGEWINGS:	
Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasies, ens.; sluiting van oordrag- of lederegisters en/of verklaring van dividende	51,40
Verklaring van dividende met profytstate, notas ingesluit	118,40
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidasies	178,80
ORDERS VAN DIE HOF:	
Voorlopige en finale likwidasies of sekwestrasies	67,10
Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking	178,80
Geregtelike besture, *kurator bonis* en soortgelyke en uitgebreide bevele *nisi*	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

Standardised notices	*Rate per insertion* R
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 *Government Gazette,* closing date 15 January (per entry of "name, address and amount")	6,60
Non-standardised notices	
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 *Gazette:*	
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, *curator bonus* and similar and extensive rules *nisi*	178,80
Extension of return date	22,50
Supersessions and discharge of petitions (J 158)	22,50
SALES IN EXECUTIONS AND OTHER PUBLIC SALES:	
Sales in execution	102,80
Public auctions, sales and tenders:	
Up to 75 words	31,30
76 to 250 words	80,50
251 to 350 words (more than 350 words—calculate in accordance with word count table)	129,70

WOORDETAL-TABEL

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

WORD COUNT TABLE

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

Aantal woorde in kopie Number of words in copy	Een plasing One insertion	Twee plasings Two insertions	Drie plasings 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

SLUITINGSTYE VIR DIE AANNAME VAN KENNISGEWINGS

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

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

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

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

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

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

(5) In geval van kansellasies 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 familiename moet duidelik leesbaar wees en familiename moet onderstreep of in hoofletters getik word. Indien 'n naam verkeerd gedruk word as gevolg van onduidelike skrif, sal die kennisgewing alleen na betaling van die koste van 'n nuwe plasing weer gepubliseer word.*

BETALING VAN KOSTE

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

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

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

(a) die lys van vaste tariewe; of

(b) indien die vaste tariewe nie van toepassing is nie, die woordetal-tariewe.

COPY

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

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

(1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

(a) the list of fixed tariff rates; or

(b) where the fixed tariff rate does not apply, the word count rate.

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

Advertensie-afdeling
Staatsdrukkery
Privaatsak X85
Pretoria
0001

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

(i) Inkomsteseëls van die ou reeks.

(ii) Inkomsteseëls van ander state.

(iii) Posseëls.

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

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

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

Advertising Section
Government Printing Works
Private Bag X85
Pretoria
0001

before publication.

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

The following stamps are not acceptable:

(i) Revenue stamps of the old series.

(ii) Revenue stamps of other states.

(iii) Postage stamps.

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

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

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

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

BEWYS VAN PUBLIKASIE

15. Eksemplare van die *Staatskoerant* wat nodig mag wees ter bewys van publikasie van 'n kennisgewing kan teen die heersende verkoopprys 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 9523/91

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

In the matter between **NBS Bank Limited,** formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Peolwane Nathaniel Molefe,** First Defendant, and **Hilda Gertrude Molefe,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 11 November 1991, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution, on 16 March 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 30301, Daveyton Township, Registration Division IR, Transvaal, situated on 30301 Judas Maolya Street, Daveyton, in the Township of Daveyton, District of Benoni, measuring 232 (two hundred and thirty-two) square metres.

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

Building built of brick and plaster, tiled roof comprising living room, kitchen, two bedrooms and bathroom.

The conditions of sale:

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

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

Dated at Benoni on this the 1st day of February 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. N7293P/Mrs Pierce.) C/o Hammond Pole & Dixon, 96 Bedford Avenue, Benoni.

Saak 2262/89

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayalethu Home Loans (Pty) Ltd,** Eksekusieskuldeiser, en **C. N. Seemela,** Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 11 Maart 1994 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere Erf 1941, Lethlabile, groot 460 vierkante meter.

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

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

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

Geteken te Brits op hede die 1ste dag van Februarie 1994.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. Mev. Botha: KH32.)

Saak 14309/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort,** Eiser, en **Claude Jimmy Matthews,** 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 Maart 1994 om 10:00:

Erf 565, Davidsonville-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Homerstraat 343, Davidsonville-uitbreiding 2, distrik Roodepoort.

Bestaande uit 'n erf waarop opgerig is 'n woonhuis onder teëldak, staal vensters, steen mure en draad omheining. Die huis bestaan uit sitkamer en 'n half badkamers, drie 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; 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 Joubert-straat, Roodepoort. (Tel. 763-2121/763-6111.)

Saak 11462/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort,** Eiser, en **Deborah Anne Shaw,** 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 Maart 1994 om 10:00:

Erf 370, Little Falls-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Rainbowsingel 779, Little Falls-uitbreiding 1, distrik Roodepoort.

Bestaande uit 'n leë 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 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 Joubert-straat, Roodepoort. (Tel. 763-2121/763-6111.)

Saak 13540/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort,** Eiser, en **Christiaan Benjamin Morgenrood,** 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 Maart 1994 om 10:00:

Erf 2478, Witpoortjie-uitbreiding 11-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Reygerstraat 86, Witpoortjie-uitbreiding 11, distrik Roodepoort.

Bestaande uit 'n erf waarop opgerig is 'n woonhuis onder teëldak, gepleisterde mure, staal vensters en betonomheining. Die huis bestaan uit sitkamer, eetkamer, twee badkamers, drie 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; 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 Joubert-straat, Roodepoort. (Tel. 783-2121/763-6111.)

Saak 14625/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort,** Eiser, en **Anthony Frederick le Roux,** Eerste Verweerder, en **Epstein Carol le Roux,** 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 Maart 1994 om 10:00:

Erf 490, Roodepoort North-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Vierde Laan 33, Roodepoort-Noord, distrik Roodepoort.

Bestaande uit 'n woonhuis onder sinkdak, staalvensters, gepleisterde mure en betonomheining. Die huis bestaan uit sitkamer, eetkamer, badkamer, drie slaapkamers, gang, kombuis en garage.

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 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 Joubert-straat, Roodepoort. (Tel. 763-2121/763-6111.)

Saak 13998/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort,** Eiser, en **Burger Theron,** Eerste Verweerder, en **Eudalie Theron,** Tweede Verweerder

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

Erf 1074, Witpoortjie-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Wynbergstraat 8, Witpoortjie-uitbreiding 1, distrik Roodepoort.

Bestaande uit 'n woonhuis onder teëldak, staalvensters, gepleisterde mure en betonomheining. Die huis bestaan uit sitkamer, eetkamer, badkamer, drie slaapkamers, gang, kombuis, bediende kamer en garage.

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 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.)

Saak 6773/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **A. M.** en **B. E. Nkabinde,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 5 Januarie 1994 toegestaan is, op 4 Maart 1994 om 10:00, te die Landdroskantoor, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Sekere: Erf 2080, Phola, Ogies, Registrasieafdeling JS, Transvaal, groot 363 vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport TL38226/91.

Die verkoping is onderhewig aan die volgende voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 1ste dag van Februarie 1994.

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

Saak 6097/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **F. A. Fass,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 11 November 1993, toegestaan is, op 4 Maart 1994 om 10:00, te die Landdroskantoor, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Sekere: 1391 kwaGuqa-uitbreiding 3, Witbank, Registrasieafdeling JS, Transvaal, groot 354 vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport TL13209/90.

Die verkoping is onderhewig aan die volgende voorwaardes:

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

2. Die 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 òf die kontantgeld betaal, òf 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 31ste dag van Januarie 1994.

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

Saak 4383/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **N. B.** en **P. M. Ntuli,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 1 September 1993, toegestaan is, op 4 Maart 1994 om 10:00, te die Landdroskantoor, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Sekere: Erf 857, Phola, Ogies, Registrasieafdeling JS, Transvaal, groot 363 vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport TL88618/88.

Die verkoping is onderhewig aan die volgende voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 31ste dag van Januarie 1994.

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

Saak 5395/91

IN DIE HOOGGEREGSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **ABSA Bank Bpk.** (Reg. No. 86/04794/06, handeldrywende as Allied Bank), Eiser, en **M. P. Mokoena,** Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 20 Augustus 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op Vrydag, 11 Maart 1994 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 924, Sebokeng, Gebied 6, Uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 341 vierkante meter. *Verbeterings:* Sitkamer, eetkamer, kombuis, twee slaapkamers en volledige badkamer.

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieër en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig en die regte van die verbandhouer en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees as volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van verkoping.

(b) Die balans is betaalbaar in kontant binne 21 (een-en-twintig) dae vanaf datum van verkoping deur middel van n erkende bank- of bougenootskapwaarborg, gelewer te word binne 21 (een-en-twintig) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

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

4. Die eiendom word verkoop onderworpe aan die terme en voorwaardes en beperkinge soos neergelê in die titelvoorwaardes van die eiendom.

Gedateer te Vanderbijlpark hierdie 28ste dag van Januarie 1994.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031–6.) (Verw. E20141/R. Ellis.)

Saak 433/93

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

In die saak tussen **NBS Bank Beperk,** Eiser, en **Johannes Jurgens van Staden,** Eerste Verweerder, en **Hester van Staden,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan en 'n lasbrief vir eksekusie, word die volgende eiendom deur die Balju op 11 Maart 1994 om 11:00, verkoop by die Baljukantoor, Gedeelte 83, De Onderstepoort, Ou Warmbadpad, Bonaccord, tot die hoogste bieder:

Sekere: Gedeelte 2 van Erf 73, in die dorpsgebied Orchards, Registrasieafdeling JR, Transvaal, groot 1 000 vierkante meter, geleë Mispellaan 14, Die Orchards.

Voorwaardes van verkoping:

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

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

Beskrywing van eiendom: Sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette en TV-kamer. *Buitegebou:* Enkel motorhuis, bediendekamer, toilet en afdak. *Ander verbeteringe:* Swembad, plaveisel, hekke en inrylaan.

3. *Betaling:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van verkoping aan die Balju en die balans tesame met rente daarop, vanaf datum van verkoping tot registrasie van oordrag, sal binne 14 dae aan die Balju betaal of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

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

Gedateer te Pretoria op hierdie 28ste dag van Januarie 1994.

Shapiro & Vennote Inc., Derde Verdieping, Shapirogebou, Bureaulaan, Pretoria. (Verw. T. Kartoudes/MB/N840.)

Case 82137/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Daniel Benjamin le Roux,** 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 16 March 1994 at 10:00, to the highest bidder:

Certain: Erf 4087, in the Township of Garsfontein Extension 11, Registration Division JR, Transvaal, measuring 1 301 square metres, situated at 761 Tiervis Street, Garsfontein Extension 11.

Terms and conditions:

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

2. The following improvements are known of which nothing is guaranteed: Description of property: Vacant land, only foundation casted.

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 Sheriffs offices at 142 Struben Street, Pretoria.

Signed at Pretoria on this 3rd day of February 1994.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1110.)

Case 83200/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **H. M. Wonings,** First Defendant, and **Hendrik Matthys van Rooyen,** Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, 142 Struben Street, Pretoria, on 16 March 1994 at 10:00, to the highest bidder:

Certain: Erf 621, situated in the Township of Erasmuskloof Extension 4, Registration Division JR, Transvaal, measuring 1 350 square metres, situated at 440 Umgeni Street, Erasmuskloof 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 the rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed: Description of property—vacant land.

3. *Payment:* 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 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 3rd day of February 1994.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. T. Kartoudes/MB/N1059.)

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 Lenyenyestraat 15188, Tsakane-uitbreiding 5, Brakpan, bestaande uit 252 m^2 vierkante meter, met sonering Residensieel, in eksekusie verkoop sal word op 11 Maart 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 gepleisterde stene, met asbesdak, bestaande uit sitkamer, twee slaapkamers, badkamer en kombuis. Geen buitegeboue bestaan nie.

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 31ste dag van Januarie 1994.

Geyser & De Kock, Glenleyhuis, Kingswaylaan 116, Posbus 116, Brakpan. (Tel. 744-4620/7.) (Verw. mev. Visagie/N982.)

Case 12023/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Vusi Elliot Nsuntsha** Defendant

On 4 March 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Right of leasehold in respect of Erf 18085, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 18085 Vosloorus Extension 25, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 28th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H697.)

Case 20569/93
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 **Malekutu, Michael,** Execution Debtor

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

Certain: All right, title and interest in the leasehold in respect of Site 7408, situated in the Township of Vosloorus Extension 9, Registration Division IR, Transvaal, being 7408 Tzoko, Vosloorus Extension 9, Boksburg, measuring 280 (two hundred and eighty) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 2nd day of February 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/M672.)

Case 20530/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **First National Bank of SA Ltd,** Plaintiff, and **Gerald Prendergast,** Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), dated 2 November 1993 in the above matter, a sale by public auction will be held at the offices of the Sheriff of the Supreme Court, Pretoria South, at 142 Struben Street, Pretoria, on Wednesday, 2 March 1994 at 10:00, upon the conditions which may be inspected at the offices of the Sheriff of the Supreme Court, Pretoria South and which conditions will be read by him before the sale of the following property owned by the Defendant:

A residential house situated at 118 Aletta Street, Holding 115, Laezonia Holdings, Registration Division JR, Transvaal, measuring 2,5701 (two comma five seven nought one) hectares, held under Deed of Transfer T35699/90.

The above property is a residential house consisting of lounge, dining-room, study, kitchen, four bedrooms, two bathrooms and w.c. (one en-suite), two garages, laundry, store-room, four stables and outbuildings and burglar alarm system.

Terms: 10% (ten per centrum) of the purchase price, in cash, on the date of sale, the balance against transfer, to be secured by an approved bank or building society guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Pretoria on this the 2nd day of February 1994.

R. F. Gillett, for Solomon, Nicolson, Rein & Verster Inc., Attorneys for Plaintiff, 606 NBS Building, 259 Pretorius Street, Pretoria. (Ref. G.3601.)

Case 83751/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Frederik Hendrik Meyer,** Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, NG Sinodale Centre, 234 Visagie Street, Pretoria, on 15 March 1994 at 10:00, to the highest bidder:

Certain Section 10, as shown and more fully described on Sectional Plan SS160/93, in the scheme known as Veni in respect of the land and buildings situated in the Township of Arcadia, City Council of Pretoria, Registration Division JR, Transvaal, measuring with a floor area of 95 square metres, situated at 206 Veni Flats, 610 Schoeman Street, Arcadia.

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:* Flat, lounge/dining-room, kitchen, study room, two bedrooms, bathroom and w.c. *Common property facilities:* Garden, lock-up garage and dry area.

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

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

Signed at Pretoria on this 9th day of February 1994.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1115.)

Saak 20281/93

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Msetshenzelwa Jacob Shabangu,** Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 3 Desember 1993, sal die volgende eiendom verkoop word in eksekusie op 3 Maart 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 761, Makulong, geleë te Erf 761, Makulong-dorpsgebied, grootte 253 (tweehonderd drie-en-vyftig) 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.

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

Saak 21207/93

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Aaron Sebeela,** Eerste Vonnisskuldenaar, en **Kedibone Nancy Sidu,** Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 15 Desember 1993, sal die volgende eiendom verkoop word in eksekusie op 3 Maart 1994 om 10:00, by die Balju se kantoor, Parkstraat 8, Kempton Park, naamlik:

Die Vonnisskuldenaars se reg, titel en aanspraak in en tot Erf 1394, Tembisa-uitbreiding 4, geleë te Erf 1394, Tembisa-uitbreiding 4, grootte 415 (vierhonderd en vyftien) 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.

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

Saak 20571/93

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Malose Daniel Molomo,** Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 15 Desember 1993, sal die volgende eiendom verkoop word in eksekusie op 3 Maart 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 422, Lekaneng, geleë te Erf 422, Lekaneng-dorpsgebied, grootte 286 (tweehonderd ses-en-tagtig) 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.

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

Saak 6155/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Kleinplaas Boerdery Beslote Korporasie** (No. 91/33856/23), Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, soos deur Nedcor Bank Beperk verkry, sal 'n verkoping sonder 'n reserweprys gehou word te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria-Noord, op 4 Maart 1994 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die vendusieafslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê:

(1) Gedeelte 27 ('n gedeelte van Gedeelte 3) van die plaas Lusthof 114, Registrasieafdeling JR, Transvaal, groot 9,0232 (nege komma nul twee drie twee) hektaar, en gehou kragtens Akte van Transport T14030/1992.

Beskrywing: Plot bestaande uit vier rondawels met kombuis, badkamer, toilet, sitkamer en vier slaapkamers. Die eiendom is omhein met draad en het pompregte uit die Apiesrivier.

(2) Gedeelte 26 ('n gedeelte van Gedeelte 3) van die plaas Lusthof 114, Registrasieafdeling JR, Transvaal, groot 9,1793 (nege komma een sewe nege drie) hektaar, en gehou kragtens Akte van Transport T14029/92.

Beskrywing: Plot bestaande uit woonhuis met twee slaapkamers, badkamer, kombuis, sitkamer, eetkamer, gesinskamer, kluiskamer, dubbelmotorhuis, stoorkamer en bediendekwartiere met geriewe en Visteelhuis en 13 damme. Die eiendom is toegerus met 'n boorgat en pomp en omhein met draad. Waterregte uit die Apiesrivier.

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

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

Geteken te Pretoria op hierdie 11de dag van Februarie 1994.

Coetzee Prokureurs, S.A.L.U. Gebou, 15de Verdieping, hoek van Andries- en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Verw. mnr. Coetzee/RL/174/93.)

Case 25949/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Mokoena Thabo Abel,** 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 26 November 1993, will be sold in execution on Thursday, 10 March 1994 at 10:00, in front of the Sheriff's Office, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 426, Naturena Township, Registration Division IR, Transvaal, in extent 1 001 (one thousand and one) square metres, situated at 98 Pienaar Street, Naturena, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached. *Walls:* Brick and klinker and plaster. *Floor:* Fitted carpets and tiles. *Roof:* Tiles. *Rooms:* Lounge, dining-room, kitchen, two bedrooms, bathroom, shower and two toilets. *Outbuildings:* Single carport and toilet. *Boundary:* Fenced and timber. *Other improvements:* Fence and paving and patio.

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, 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 31st 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/0803.) (Docex. DX.571.)

Saak 3371/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **T. J. Mnguni,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 1 Julie 1993 toegestaan is, op 4 Maart 1994 om 10:00, te die Landdroskantoor, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Sekere Erf 4268, kwaGuqa-uitbreiding 7, Witbank, Registrasieafdeling JS, Transvaal, groot 319 vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport TL77596/92.

Die verkoping is onderhewig aan die volgende voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 27ste dag van Januarie 1994.

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

Saak 4661/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **M. J.** en **H. L. Sibiya,** Eksekusieskuldenaars

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 8 Desember 1993 toegestaan is, op 4 Maart 1994 om 10:00, te die Landdroskantoor, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Sekere Erf 1426, kwaGuqa-uitbreiding 2, Witbank, Registrasieafdeling JS, Transvaal, groot 250 vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport TL45474/90.

Die verkoping is onderhewig aan die volgende voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 27ste dag van Januarie 1994.

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

Saak 4660/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **P. T. Mahlangu,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 14 Oktober 1993 toegestaan is, op 4 Maart 1994 om 10:00, te die Landdroskantoor, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Sekere Erf 2093, kwaGuqa-uitbreiding 4, Witbank, Registrasieafdeling JS, Transvaal, groot 319 vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport TE72756/91.

Die verkoping is onderhewig aan die volgende voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 26ste dag van Januarie 1994.

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

Saak 5079/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **N. R.** en **B. E. Sibiya,** Eksekusieskuldenaars

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 14 Oktober 1993 toegestaan is, op 4 Maart 1994 om 10:00, te die Landdroskantoor, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Sekere Erf 7/1057, Phola, Ogies, Registrasieafdeling JS, Transvaal, groot 309 vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport TL49030/89.

Die verkoping is onderhewig aan die volgende voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 27ste dag van Januarie 1994.

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

Case 14950/92
PH 367

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Cindi: Caroline,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price will be held at the Main Entrance-hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, on 4 March 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 sale, and which conditions may be inspected at the office of the Sheriff of the Supreme Court at Suite C, Rietbok Building, 5 General Hertzog Street, Vanderbijlpark, prior to the sale:

Erf 53, Sebokeng, Unit 10, Sebokeng Township, held by virtue of Certificate of Registered Grant of Leasehold TL64498/1990, measuring 826 square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A brick building comprising of general dealer, store-room, two bathrooms and under tin roof.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from 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 R50 (fifty rand).

Dated at Johannesburg on this the 12th day of January 1994.

Thomas Mohope, Plaintiff's Attorney, Fifth Floor, York House, 46 Kerk Street, Johannesburg. (Tel. 834-8203/4.) (Ref. MISC/S/1810/Miss Morar.)

Case 23954/90
PH 367

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Tshabalala: Silas Mochina,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price will be held at the office of the Sheriff of the Supreme Court's Office, 131 Marshall Street, Johannesburg, on 10 March 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 sale, and which conditions may be inspected at the office of the Sheriff of the Supreme Court's Office, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 2640, Emdeni Extension 1, Emdeni Township, held by virtue of Certificate of Registered Grant of Leasehold TL48828/1988, measuring 262 square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A housing consisting of two bedrooms, dining-room, kitchen, two outside rooms and a garage under a tin roof.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from 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 R50 (fifty rand).

Dated at Johannesburg on this the 13th day of January 1994.

Thomas Mohope, Plaintiff's Attorney, Fifth Floor, York House, 46 Kerk Street, Johannesburg. (Tel. 834-8203/4.) (Ref. MISC/S/1207/Miss Morar.)

Case 11805/93
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 **Fearnley, Allen,** Execution Debtor

In execution of a judgment of the Supremé 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 March 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 2204, situated in the Township of Kensington, Registration Division IR, Transvaal, being 11 Minerva Street, Kensington, Johannesburg, measuring 545 (five hundred and forty-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, entrance-hall, three bedrooms, bathroom with outbuildings with similar construction comprising of garage, servant's room, toilet, shower, 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, 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 31st day of January 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/F.84.)

Saak 1183/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Regspersoon van Elatus 295/88,** Eiser, en **David Hendrik Behrens,** Verweerder, en **Cecilia Jacoba Behrens,** Verweerderes

Ingevolge 'n vonnis van bogemelde Hof en lasbrief vir eksekusie gedateer 27 Januarie 1993, sal die ondergenoemde eiendom verkoop word aan die hoogste bieder op Dinsdag, 15 Maart 1994 om 10:00, te Sinodalesentrum, Visagiestraat 234, Pretoria:

Deel 10 (woonstel), soos getoon en volledig beskryf op Deelplan 295/88, in die gebou of geboue bekend as Elatus, groot 97 vierkante meter, asook 'n onverdeelde aandeel in die gemeenskaplike eiendom, soos meer volledig beskryf op die voormelde deelplan, toegeken aan die deel, kragtens die deelnemingskwota van die deel, gehou deur die Verweerder, kragtens Sertifikaat van Geregistreerde Deeltitel ST61616/92 (10), beter bekend as Elatus 201, Kerkstraat 568, Arcadia, Pretoria.

Die volgende verbeterings is aangebring op die eiendom alhoewel niks gewaarborg is daaromtrent nie. Die woonstel bestaan uit: Twee slaapkamers, badkamer, toilet, kombuis, sit- en eetkamer.

Die verkoopvoorwaardes sal onmiddellik voor die aanvang van die verkoping uitgelees word en lê vir inspeksie by die katore van die Balju, Pretoria-Sentraal.

Geteken te Pretoria op hierdie 26ste dag van Januarie 1994.

P. T. van der Hoven, vir P. T. van der Hoven Prokureur, Sesde Verdieping, Sanlamsentrum, 611, Andriesstraat, Pretoria. (Verw. P0084H/DR.)

Saak 63763/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beheerliggaam van Nama Tekau,** Eiser, en **Dawid Christiaan Ludik,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof, en 'n lasbrief vir eksekusie, gedateer 18 Oktober 1993, uitgereik deur die Hof te Pretoria, sal die volgende eiendom verkoop word deur die Balju te Sinodalesentrum, 234 Visagiestraat, Pretoria, op 15 Maart 1994 om 10:00, aan die hoogste bieër:

Deel 7, soos getoon en volledliger beskryf op Deelplan SS102/86, in die skema bekend as Nama Tekau ten opsigte van die grond en gebou of geboue geleë te Erf 400, Synnyside-dorpsgebied, in die plaaslike owerheidsgebied van die Stadsraad van Pretoria, groot 73 vierkante meter, gehou kragtens Akte van Transport ST80022/1992. Ook bekend as Nama Tekau 23, Pleinstraat 127, Sunnyside, Pretoria.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word onderhewig aan die bepalings van artikel 66 van wet No. 32 van 1944, aan die hoogste bieër 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 verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Een en 'n halfwe slaapkamerwoonstel bestaande uit badkamer, toilet, kombuis en volvloermatte.

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 daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 4% (vier persent) per jaar, sal binne 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, Pretoria Sentraal, 228 Visagiestraat, Pretoria.

Geteken te Pretoria op die 20ste dag van Januarie 1994.

Bloch Gross & Genote, Prokureurs vir Eiser, Charterhuis, Bosmanstraat 179, Pretoria. (Tel. 328-3550.) (Verw. mev. Strauch/P1951/09.)

Saak 1232/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHAL GEHOU TE BETHAL

In die saak tussen **Bethal Stadsraad,** Eiser, en **Leonardus Johannes Labuschagne,** Verweerder

Ter uitvoering van 'n vonnis in die Landdroshof Bethal, en lasbrief tot geregtelike verkoping gedateer 31 Augustus 1993, sal die ondervermelde eiendom op 11 Maart 1994 om 11:00, te Kamer 83 van die Landdroskantoor te Bethal, aan die hoogste bieder geregtelik verkoop word:

Eiendom: Erf 24, geleë in die dorp New Bethal East, Registrasieafdeling IS, Transvaal, groot 2 855 vierkante meter.

Adres: Krieketlaan 24, Bethal-Noord.

Verbeterings: Geen verbeterings.

1. Die eiendom word sonder voorbehoud aan die hoogste bieder verkoop, en die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe No. 32 van 1944, soos gewysig, en die reëls daarvolgens uitgevaardig.

2. Die koper sal 'n deposito van 10% (tien persent) van die koopprys, in kontant teen ondertekening van die voorwaardes van verkoping betaal en die balans van die koopprys tesame met rente teen 18% (agtien persent) per jaar, vanaf datum van verkoping tot datum van registrasie van transport, sal betaal of verseker word deur 'n goedgekeurde bank- of bouvereniging-waarborg ten gunste van die Vonnisskuldeiser en/of sy genomineerde en ingehandig te word binne 30 (dertig) dae na datum van verkoping.

3. Registrasie van transport sal bewerkstellig word deur die vonnisskuldeiser se prokureurs en die koper sal op aanvraag alle bedrae betaal om transport te neem, insluitende hereregte, belasting, agterstallige belasting (indien enige), rente, verkoopkommissie en enige ander bedrag benodig ten einde registrasie te bewerkstellig asook BTW indien van toepassing.

4. Al die verkoopvoorwaardes is by die kantore van die Balju te Bethal ter insae beskikbaar en persone wat belangstel, word versoek om met die Vonnisskuldeiser wie bereid mag wees om 'n lening aan 'n goedgekeurde koper toe te staan, in verbinding te tree.

Gedateer te Bethal hierdie 28ste dag van Januarie 1994.

Hoffman & Marx, Prokureurs vir Eiser, Hoëveld Bandegebou, Scheepersstraat 8, Posbus 81, Bethal.

Saak 7308/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Stadsraad van Vereeniging,** Eksekusieskuldeiser, en **Cardpark (Pty) Ltd,** Eksekusieskuldenaar

Ter uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, op 6 Oktober 1993, in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Landdroshof, Vereeniging op Beaconsfieldlaan 41A, Vereeniging op 11 Maart 1994 om 10:00, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde geregsbode:

Sekere Erf 923, Duncanville-uitbreiding, in die voorstad Vereeniging, Registrasieafdeling IQ, Transvaal, groot 1 445 (een vier vier vyf), ook bekend as Spencerstraat 21, Duncanville, Vereeniging.

Beskrywing van eiendom: Na bewering is die eiendom in onverbeterde perseel maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaersgelde (minimum R50) in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank-, bougenootskap- of ander aanvaarbare waarborg wat aan die geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 23% (drie-en-twintig persent) per jaar, vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, Standard Bank in wie se guns verbande oor die eiendom geregistreer is.

Geteken: 28 Januarie 1994.

Snijman & Smullen, Prokureur vir Eksekusieskuldeiser, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging. (Verw. mev. Jacobs.)

Saak 71845/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Pretorium Trust,** Eiser, en **B. T. Ngoako,** Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof, en 'n lasbrief tot eksekusie, gedateer 9 November 1992, sal hierdie ondervermelde eiendom geregtelik verkoop word op 11 Maart 1994 om 11:00, te Balju Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), aan die persoon wie die hoogste bod maak:

Erf 1330, Soshanguve, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport T43149/93, geleë te 1330 Block M Soshanguve.

Die volgende verbeterings is op die eiendom aangebring maar word nie gewaarborg nie: Sit-/eetkamer, drie slaapkamers, bad/hande wasbak, toilet en kombuis.

Die eiendom word met 'n reserwe prys aan die hoogste bieder verkoop. 'n Deposito van 10% (tien persent), word vereis en die balans by wyse van 'n bank- of bouvereniging waarborg binne veertien (14) dae vanaf datum van die verkoping. Volledige verkoopvoorwaardes sal voor die verkoping afgelees word en is ter insae beskikbaar by die Balju, Wonderboom, se kantore.

Geteken te Pretoria op hede die 2de dag van Februarie 1994.

Van Zyl Le Roux & Hurter Ing., Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. J. A. van Zyl/HKNOX.)

Saak 2491/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Beperk,** Reg No. 87/01384/06 (Natal Bouvereniging Beperk), Eiser, en **D. T. Mthembu,** Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 10 Mei 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër, op Vrydag, 4 Maart 1994 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 1818, Evaton-Noord-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 280 vierkante meter.

Verbeterings: Teëldak, sitkamer, kombuis, twee slaapkamers, badkamer, toilet en novilon.

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieër en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig en die regte van die verbandhouer en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees as volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van verkoping.

(b) Die balans is betaalbaar in kontant binne 21 (een-en-twintig) dae, vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapswaarborg, gelewer te word binne 21 (een-en-twintig) dae, na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Vanderbijlpark betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

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

4. Die eiendom word verkoop onderworpe aan die terme en voorwaardes en beperkinge soos neergelê in die titelvoorwaardes van die eiendom.

Gedateer te Vanderbijlpark hierdie 2de dag van Februarie 1994.

Du Plessis Pienaar & Swart, Tweede Verdieping, Ekspasentrum, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031/6) (Verw. I.30115/ip.)

Saak 4601/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Beperk,** Reg No. 87/01384/06 (Natal Bouvereniging Beperk), Eiser, en **L. W. Clarke,** Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 28 Desember 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër, op Vrydag, 4 Maart 1994 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 450, Vanderbijl Park South East 7-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 052 vierkante meter, ook bekend as Hans van Rensburgstraat 80, Vanderbijlpark.

Verbeterings: Teëldak, volvloer matte en teëls, sitkamer, eetkamer, studeerkamer, ingangsportaal, kombuis, waskamer, drie slaapkamers, twee badkamers, stort, twee toilette, twee motorhuise, swembad, plaveisel en omheining.

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieër en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig en die regte van die verbandhouer en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees as volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van verkoping.

(b) Die balans is betaalbaar in kontant binne 21 (een-en-twintig) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapswaarborg, gelewer te word binne 21 (een-en-twintig) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Vanderbijlpark betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

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

4. Die eiendom word verkoop onderworpe aan die terme en voorwaardes en beperkinge soos neergelê in die titelvoorwaardes van die eiendom.

Gedateer te Vanderbijlpark hierdie 2de dag van Februarie 1994.

Du Plessis Pienaar & Swart, Tweede Verdieping, Ekspasentrum, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031/6) (Verw. I.30204/ip.)

Case 5663/93

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

In the matter between **Standard Bank of South Africa,** Plaintiff, and **Hendrik Johannes Christoffel Esterhuizen,** Defendant

In pursuance of a judgment by the above Honourable Court, on 28 July 1993, and a warrant of execution against property the property described as Plot 140, Ivydale, Pietersburg, will be sold in front of the Magistrate's Offices at Pietersburg, by the Sheriff on 16 March 1994 at 10:00, 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 31st day of January 1994.

P. J. Luyt, for Meyer Pratt & Luyt, Attorney for the Plaintiff, Legnum Park, 20 Market Street, Pietersburg. (Ref. P. Luyt/AP/EC1500/424.)

Saak 1720/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Witbank Plumbing CC,** Eksekusieskuldeiser, en **Andre Jacobus Pyper,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 19 April 1993, toegestaan is, op 11 Maart 1994 om 10:00, te Landdroshof, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 873, geleë in die dorpsgebied Tasbetpark-uitbreiding 2, Registrasieafdeling JS, Transvaal, groot 1 000 (een nul nul nul) vierkante meter, gehou kragtens Akte van Transport T77481/92.

Straatadres: Bassonstraat 6, Tasbetpark, Witbank.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 1ste dag van Januarie 1994.

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

Case 24813/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Codd, Bradley Hill,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price will be held by the Sheriff of the Supreme Court at the Magistrate's Court, President Steyn Street, Westonaria, on 11 March 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 of the Supreme Court, Westonaria, prior to the sale:

Certain Holding 158, Tenacres, Westonaria, Registration Division IQ, Transvaal, and Holding 159, Tenacres, Westonaria, Registration Division IQ, Transvaal, measuring 3,4632 (three comma four six three two) hectares, and 3,4918 (three comma four nine one eight) hectares (also known as Plot 158 and Plot 159, Tenacres, Westonaria).

Improvements (not guaranteed): None.

Terms: 10% (ten per cent) of the purchase price in cash upon conclusion of the sale, the balance and interest on the full purchase price 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 as follows: 5% (five per cent) on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent), with a maximum charge of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Johannesburg on this the 12th day of January 1994.

Van Wyk De Vries, Attorney for Plaintiff, 42nd Floor, Carlton Centre, Johannesburg. (Tel. 331-9128.) (Ref. E. Vorster/ak/NF0642.)

Saak 3846/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Stadsraad van Randfontein,** Eiser, en **Gert Stefanus Janse van Rensburg,** Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 4 Januarie 1994, sal die ondervermelde eiendom geregtelik verkoop word op 11 Maart 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 61, Helikonpark-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 242 vierkante meter, gehou kragtens Akte van Transport T14773/1993, bekend as Lewerikweg 7, Helikonpark, Randfontein, met verbeterings.

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

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

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/S1619.)

Saak 3957/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Stadsraad van Randfontein,** Eiser, en **Piet Wapad,** Verweerder

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

Erf 2106, Toekomsrus-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 495 vierkante meter, gehou kragtens Akte van Transport T48061/1992, bekend as Lukwartstraat 2106, Toekomsrus, Randfontein, met verbeterings.

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

Voorwaardes: R5 000 of 10% (tien persent) van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belastings, 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 katoorure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/S1630.)

Saak 3459/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **Mafikha Simon Nkosi,** Verweerder

Ingevolge uitspraak van bogemelde Agbare Hof, en lasbrief vir eksekusie, gedateer 4 Januarie 1994, word die hiernavermelde eiendom op Vrydag, 11 Maart 1994 om 10:00, voor die Landdroskantoor, Ermelo, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik die reg van huurpag ten opsigte van:

Erf 3424, in die dorp Wesselton-uitbreiding 2, Registrasieafdeling IT, Transvaal, groot 325 (drie twee vyf) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL78947/90.

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

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

1. Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Baju betaal, en vir die balans van die koopprys 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 om onmiddellik na die bod op hom toegeslaan is, die verkoopvoorwaardes te onderteken.

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

Geteken te Ermelo hierdie 24ste dag van Januarie 1994.

Bekker Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350. (Verw. mnr. V.d. Wath/em SJN 063.)

Saak 3456/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **Zwelabantu Herold Mdhluli,** Verweerder

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 4 Januarie 1994, word die hiernavermelde eiendom op Vrydag, 11 Maart 1994 om 10:00, voor die Landdroskantoor, Ermelo, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik die reg van huurpag ten opsigte van:

Erf 3208, in die dorp Wesselton-uitbreiding 2, Registrasieafdeling IT, Transvaal, groot 914 (nege een vier) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL26944/91.

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

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

1. Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Balju betaal en vir die balans van die koopprys 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 om onmiddellik na die bod op hom toegeslaan is, die verkoopvoorwaardes te onderteken.

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

Geteken te Ermelo hierdie 24ste dag van Januarie 1994.

Bekker Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350. (Verw. mnr. v.d. Wath/em SJM 122.)

Saak 3457/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **Sikofolo Msimango,** Verweerder

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 4 Januarie 1994, word die hiernavermelde eiendom op Vrydag, 11 Maart 1994 om 10:00, voor die Landdroskantoor, Ermelo, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik die reg van huurpag ten opsigte van:

Erf 3302, in die dorp Wesselton-uitbreiding 2, Registrasieafdeling IT, Transvaal, groot 312 (drie een twee) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL38618/91.

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

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

1. Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Balju betaal en vir die balans van die koopprys 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 om onmiddellik na die bod op hom toegeslaan is, die verkoopvoorwaardes te onderteken.

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

Geteken te Ermelo hierdie 24ste dag van Januarie 1994.

Bekker Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350. (Verw. mnr. v.d. Wath/em SJM 124.)

Saak 20341/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Leon Gerrit Haar & Johan de Beer NNO,** in hul hoedanigheid as Trustees van die **Altyd Mooi Trust,** Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 16 November 1993, en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 4 Maart 1994 om 10:00, by die Landdroskantoor, Morganstraat, Tzaneen, aan die hoogste bieder verkoop word:

Resterende Gedeelte van die plaas Altyd Mooi 379, Registrasieafdeling LT, Transvaal, groot 239,9434 hektaar, gehou kragtens Akte van Transport T4124/90.

Die wesenlike verkoopvoorwaardes is:

(a) Die verkoping sal per openbare veiling aan die hoogste bieder verkoop word, sonder reserwe.

(b) Onmiddellik na die verkoping sal die koper die verkoopvoorwaardes onderteken, wat ter insae is te die kantoor van die Balju vir die Hooggeregshof, Tzaneen.

(c) Die koper sal alle nodige bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende alle oordragskostes, oordrag belasting, munisipale belasting, belasting, lisensies, sanitêre koste, rente, ens.

(d) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant by ondertekening van die verkoopvoorwaardes betaal, die balans betaalbaar by transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju van die Hooggeregshof, binne 14 (veertien) dae na die verkoping verstrek te word.

(e) Die koper moet die afslaersgelde op die dag van die verkoping betaal.

Die volledige verkoopvoorwaardes lê ter insae te die kantoor van die Balju vir die Hooggeregshof, hoek van Danie Joubert- en Agathastraat, Tzaneen.

Geteken te Pietersburg op hierdie 24ste dag van Maart 1994.

H. J. S. Grobler, vir Henstock Green & Grobler, p.a. Wilsenach Van Wyk Goosen & Bekker, Sanlamsentrum Middestad 1115, Posbus 484, Pretoria, 0001. (Verw. AVDM/IS0032.)

Case 6168/92

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

In the matter between **Allied Bank,** a division of ABSA Bank Ltd (Reg. No. 86/04794/06), Plaintiff, and **Van Vuuren, Lucas Johannes,** First Defendant, and **Van Vuuren, Valerie May (Mrs),** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg dated 27 April 1993 and a writ of execution dated 27 April 1993, the following will be sold in execution without reserve to the highest bidder on 11 March 1994, at the office of the Sheriff of the Magistrate's Court, 182 Leeuwpoort Street, Boksburg at 11:15:

Certain Erf 606, Vandykpark Township, Registration Division IR, Transvaal, measuring 763 (seven hundred and sixty-three) square metres, held by the mortgagor under Deed of Transfer T21441/1979, situated at 13 Bloubos Street, Vandykpark, Boksburg.

Improvements: Cannot be guaranteed.

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 within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee.

2. *Conditions:* The full conditions of sale may be inspected in the office of the Sheriff of the Magistrate of the Court, Boksburg.

A substantial building society loan may be given to an approved purchaser should he meet their criteria.

Dated at Boksburg on this the 1st day of February 1994.

Trollip, Tytherleigh, 2B Bloem Street, Boksburg. (Ref. Mrs A. Scott.)

Saak 3154/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayalethu Home Loans (Pty) Ltd,** Eksekusieskuldeiser, en **C. Lekgau,** Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 11 Maart 1994 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere Erf 1137, Lethlabile, groot 216 vierkante meter.

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

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

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

Geteken te Brits op hede die 2de dag van Februarie 1994.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha:KH84.)

KENNISGEWING VAN VERKOPINGS IN EKSEKUSIE

Ingevolge uitsprake van die Landdroshof, Vanderbijlpark, en lasbriewe vir eksekusie, sal die volgende onroerende eiendomme, wat spesiaal uitwinbaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 11 Maart 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 verbandhouers en ander preferente krediteure.

2. *Die koopprys sal betaalbaar wees soos volg:*

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

(b) Die balans is betaalbaar in kontant binne veertien (14) dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne veertien (14) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, 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 5426/91.

Vonnisskuldenaar: **Hendrik Johannes Jacobus Mulder.**

Eiendom: Gedeelte 49 ('n gedeelte van Gedeelte 31), van die plaas Zuurfontein 591, Registrasieafdeling IQ, Transvaal.

Groot: 8,5653 hektaar.

Verwysing: P1/951.

Beskrywing: Vier-slaapkamerhuis met sitkamer, eetkamer, kombuis, 2 badkamers, 'n gesinskamer, studeerkamer, 2 motorhuise en bediendekamer.

Saak 7694/93.

Vonnisskuldenaar: **Petrus Stephanus Francois Joubert** en **Magdalena Joubert.**

Eiendom: Hoewe 96, geleë in die Linkholmlandbouhoewes, Registrasieafdeling IQ, Transvaal, groot 2,5696 hektaar.

Verwysing: P3/159.

Beskrywing: Drie-slaapkamerhuis met sitkamer, kombuis, badkamer en motorhuis.

Gedateer te Vanderbijlpark op hede die 3de dag van Februarie 1994.

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

Case 5777/88

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

In the matter between **Nedcor Bank Limited** (Formerly known as Nedperm Bank Limited), Plantiff, and **Boy Samuel Molefe,** First Defendant, and **Poli Polina Molefe,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 7 October 1993, the property listed hereunder will be sold in execution on Friday, 11 March 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 33574 (previously 788) Tsakane Extension 1 Township, Registration Division IR, Transvaal, measuring 294 (two hundred and ninety-four) square metres, known as 788 Tsakane Extension 1, Brakpan.

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

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

Main building: Plastered/bricks under tiles residence comprising lounge, two bedrooms, bathroom and kitchen.

Fencing: Diamond Mesh.

The material conditions of sale are:

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 than the total purchase price, together with the Auction charges of the Sheriff of the Magistrate's Court and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 16,50% (sixteen comma five zero 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 2nd day of February 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 100533/93
PH46

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 **MR Ndlazi, David,** Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court, and a warrant of execution dated 2 December 1993, issued by the Court of Johannesburg, the following property will be sold in execution by the Sheriff of the Court, in front of the Johannesburg Magistrate's Court House, Fox Street-entrance, Johannesburg, to the highest bidder on 11 March 1994 at 10:00.

Certain Erf 2171, situated in the Township of Protea Glen Extension 1, Soweto, Johannesburg,, Registration Division IQ, Transvaal, measuring 264 square metres, held under Deed of Transfer T44668/1992.

Conditions of sale:

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

2. The following improvements on the property is reported but nothing is guaranteed: A single-storey residence, inside and outside painted plastered brick walls, consisting of kitchen, two bedrooms, bathroom and water cubicle, lounge and Herculite Ceilings.

3. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale to the Sheriff of the Court, and the unpaid balance thereof, together with interest thereon from the date of sale to date of registration of transfer at the rate of 21% (twenty one per cent) per annum, shall within 30 (thirty) days be paid or secured by a bank or building society guarantee.

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

Dated at Johannesburg on this the 28th day of January 1994.

Krowitz Perlow and Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South, Johannesburg; P.O. Box 2642, Johannesburg. (Tel. 833/7901/2/3/4.) (Ref. C. A. Perlow/TK/N141.)

Saak 46099/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Boland Bank Beperk,** Eiser, en **L. S. Riekert,** Verweerder

Ingevolge'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 26 September 1991, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Sentraal, te Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste biëer op 15 Maart 1994 om 10:00.

Restant van Erf 201, geleë in die dorpsgebied Villieria, Registrasieafdeling JR, Transvaal, groot 1 276 (eenduisend tweehonderd ses-en-sewentig) vierkante meter, beter bekend as 29ste Laan 771, Villieria.

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Drie slaapkamer woonhuis met badkamer, sit- en eetkamer en kombuis met buitegeboue.

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

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

Geteken te Pretoria op hierdie 2de dag van Februarie 1994.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureur vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. S. du Plessis/mev. Engels/JR38071.)

Case 70231/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Grathiana Helena Landman,** Defendant

In execution of a judgment of the Magistrate Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, Magistrate's Court, Van Velden Street, Brits, on 25 March 1994 at 09:00, to the highest bidder:

Certain Erf 206, situated in the Township of Kosmos Extension 1, Registration Division JR, Transvaal, measuring 847 square metres, situated at 103 Johan Street, Kosmos Extension 1.

Terms and conditions:

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

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

3. *Payment:* The puchase 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 Magistrate's Court, Van Velden Street, Brits.

Signed at Pretoria on this 8th day of February 1994.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1086.)

Saak 7250/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Louis Willem Snyman en Majorie Snyman,** Verweerder

Ingevolge 'n vonnis in bogemelde saak in die Landdroshof, Potchefstroom, en 'n lasbrief vir eksekusie gedateer 1 Desember 1993, sal die ondergemelde eiendom, per geregtelike veiling, verkoop word te Resterende Gedeelte van Erf 276, geleë in die dorpsgebied Potchefstroom, op Vrydag, 11 Maart 1994 om 10:00, naamlik:

Resterende Gedeelte van Erf 276, geleë in die dorp Potchefstroom, Registrasieafdeling IQ, Transvaal, groot 701 (sewe nul een) vierkante meter, gehou kragtens Akte van Transport T39339/91.

Bestaande uit drie slaapkamers, kombuis, motorhuis, badkamer, sit- en eetkamer, bediendekamer met toilet (los van huis) en opwaskamer. Die huis is van baksteen en die dak van gegolfde sink. Daar is matte sowel as teëls. Die plaveisel is van sement.

Die belangrikste voorwaardes vir verkoop is:

1. Die eiendom sal deur die Balju van die Landdroshof van Potchefstroom, aan die hoogste bieder verkoop word;

2. Die koper moet 10% (tien per centum) van die koopprys in kontant betaal op die dag van die verkoping aan die Balju van die Landdroshof van Potchefstroom. Die balans van die koopsom moet gewaarborg word deur 'n bank of bouvereniging, betaalbaar by registrasie van die eiendom in naam van die koper, welke gemelde waarborg gelewer word aan die Balju van die Landdroshof, Potcherfstoom.

3. Die aanbod (kapitale bedrag) sal nie die bedrag belasting op toegevoegde waarde insluit nie, maar sal betaalbaar wees deur die koper op die bedrag aangebied, welke bedrae tesame met die koopprys daarstel in die koper 'n vendor is.

Die verdere voorwaardes van verkoop sal ter insae lê by die kantore van die Balju, Potchefstroom, asook by die Landdroskantore, te hoek van Greyling- en Wolmaransstraat, Potchefstroom.

Aldus gedoen en geteken te Potchefstroom op hierdie 3de dag van Februarie 1994

J. B. Kok, vir Theron Jordaan & Smit, Octrongebou, Lombardstraat 62, Potchefstoom, 2520. (Verw. mnr. Kok/ZVB/17914.)

Saak 973/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **NBS Bank Beperk,** Eiser, en **Z. Sokwaliwa,** Verweerder

Ingevolge uitspraak van die Landdros van Randfontein en lasbrief tot Geregtelike verkoop met datum 19 Julie 1993 sal die ondervermelde eiendom geregtelik verkoop word op 11 Maart 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 4403, Mohlakeng-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 284 vierkante meter, gehou kragtens Akte van Transport TL60413/1992.

Die volgende verbeterings is verskaf maar nie gewaarborg nie:

Enkelverdiepingwoonhuis onder 'n teëldak bestaande uit sitkamer, kombuis, twee slaapkamers, een badkamer en toilet. Geen buitegeboue. Omhein.

Voorwaardes: 10% (tien persent) van die koopsom, in kontant op die dag van verkoping en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouvereniging se waarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belastings, 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.

D. J. de Beer, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. mnr. De Beer DT N10/93.)

Saak 1427/89

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Solomon Dimena,** Eerste Verweerder, en **Matsie Annah Dimena,** Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein en lasbrief tot geregtelike verkoop met datum 27 Junie 1989, sal die ondervermelde eiendom geregtelik verkoop word op 11 Maart 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 2908, Mohlakeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 260 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL21594/1988, bekend as Erf 2908, Mohlakeng, Randfontein, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder 'n sinkdak wat bestaan uit 'n slaapkamer, kombuis en sitkamer, daar is 'n garage en geen omheining.

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

Voorwaardes: R5 000 of 10% (tien persent) van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouvereniging se waarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belastings, 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/N323.)

Saak 3953/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Die Stadsraad van Randfontein,** Eiser, en **Percy Jan Rabbie,** Eerste Verweerder, en **Maria Margaret Rabbie,** Tweede Verweerder

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

Erf 2180, Toekomsrus-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 449 vierkante meter, gehou kragtens Akte van Transport T46414/1992, bekend as Kraairivierstraat 2180, Toekomsrus, Randfontein, met verbeterings.

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

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

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

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/S1621.)

Saak 3954/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Stadsraad van Randfontein,** Eiser, en **Dean Charles Martin,** Eerste Verweerder, en **Ursula Jacqueline Martin,** Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein en lasbrief tot geregtelike verkoop met datum 11 Januarie 1994, sal die ondervermelde eiendom geregtelik verkoop word op 11 Maart 1994 om 14:15, voor die Landdroshof, Pollockstraatin-gang, Randfontein, aan die hoogste bieder, naamlik:

Erf 2374, Toekomsrus-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 300 vierkante meter, gehou kragtens Akte van Transport T59326/1992, bekend as Apricotstraat 2374, Toekomsrus, Randfontein met verbeterings.

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

Voorwaardes: R5 000 of 10% (tien persent) van die koopsom wat 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, belastings, 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.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/S1599.)

Saak 3963/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Stadsraad van Randfontein,** Eiser, en **Elizabeth Koekie Maegar,** Verweerder

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

Erf 614, Toekomsrus-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 357 vierkante meter, gehou kragtens Akte van Transport T22748/1991, bekend as Peachstraat 614, Toekomsrus, Randfontein met verbeterings.

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

Voorwaardes: R5 000 of 10% (tien persent) van die koopsom wat 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, belastings, 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.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/S1601.)

Saak 610/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELFAST GEHOU TE BELFAST

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Sannie Masilela N.O.,** 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 Maart 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 967, geleë in die dorpsgebied Siyathuthuka, Registrasieafdeling JS, Transvaal, groot 300 vierkante meter, gehou deur die Verweerder kragtens Akte van Transport TL61258/91.

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 No. 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne 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 agterstalige belastings, heffings, ens. op die eiendom asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Belfast op hede die 1ste dag van Februarie 1994.

V. W. Weimar, vir Harvey Nortje, p.a. Victor D. Weimar & Seuns, Prokureurs vir Eiser, Vermootenstraat, Posbus 11, Belfast, 1100.

Case 11959/93

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

In the matter between **United Bank,** a division of ABSA Bank Limited (Reg. No. 86/04794/06), Plaintiff, and **Johannes Lodewicus Kruger,** First Defendant, and **Lynnette Kruger,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 11 November 1993 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 23 March 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: Remaining Extent of Lot 115 (a portion of Portion 79) of the farm Putfontein 26 Township, situated on Plot 115, Verster Street, in the Township of Putfontein, District of Benoni, measuring 2,6661 (two comma six six six one) hectares.

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

Building built of brick and plaster, tiled roof comprising of an entrance-hall, lounge, dining-room, family room, kitchen, scullery, three bedrooms, bathroom with toilet and shower, w.c., porch, borehole and reservoir.

The conditions of sale:

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

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

Dated at Boksburg on this the 3rd day of February 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. Mrs Teixeira/U00029.)

Case 30950/93
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 **Motha, Mandla Alfred,** 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 March 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain: Erf 1645, situared in the Township of Crystal Park Extension 2, Registration Division IR, Transvaal; being 24 Rockla Street, Crystal Park Extension 2, Benoni.

Measuring: 860 (eight hundred and sixty) 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 14 (fourteen) days from the date of sale.

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451) (Ref. Foreclosures/cb/M732.)

Case 17938/91
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 **Coenraad Gysbert Horn,** Execution Debtor

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

Certain: Erf 1269, situated in the Township of Dalpark Extension 11, Registration Division IR, Transvaal, being 55 Elizabeth Eybers Street, Dalpark Extension 11, Brakpan.

Measuring: 868 (eight hundred and sixty-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, three bedrooms and bathroom.

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

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

Dated at Johannesburg on the 4th day of February 1994.

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

Case 12442/93
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 **Ras, Heinrich Anton,** 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 in front of the Magistrate's Court, Pollock Street, Randfontein, on 11 March 1994 at 14:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, Randfontein, Pollock Street, Randfontein, prior to the sale:

Certain: Holding 11, situated in the Township of Tenacre Agricultural Holdings, Registration Division IQ, Transvaal, being Holding 11, Grasland, Tenacre Agricultural Holdings, Randfontein.

Measuring: 4,0642 (four comma zero six four two) hectares.

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 three carports, two servants' rooms, toilet and store-room.

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

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

Dated at Johannesburg on the 4th day of February 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451) (Ref. Foreclosures/bt/R.166.)

Case 23773/92
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 **De Sousa, Joaquim Vieira,** 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 in front of the Magistrate's Court, Pollock Street, Randfontein, on 11 March 1994 at 14:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, Randfontein, Pollock Street, Randfontein, prior to the sale:

Certain: Erf 256, situated in the Township of Culemborgpark Extension 1, Registration Division IQ, Transvaal, being 45 Da Gama Street, Culemborgpark Extension 1, Randfontein.

Measuring: 1 010 (one thousand and ten) 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, laundry, pantry, four bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, 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 on the 4th day of February 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451) (Ref. Foreclosures/bt/D.164.)

Case 11097/91

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

In the matter between **Allied Bank,** Plaintiff, and **J. S. D.** and **K. A. T. Theologo,** Defendants

Kindly take notice that pursuant to a judgment of the above Honourable Court, granted on 9 April 1992 and subsequent warrant of execution the following property will be sold in execution on 18 March 1994 at 15:00, at the offices of the Sheriff, 66 Fourth Street, Springs, namely:

Erf and township: Erf 672, Selcourt Township, held by Deed of Transfer T50727/1988, measuring 1 983 square metres, Registration IR, Transvaal, also known as 8 Kentan Road, Selcourt, Springs.

Description of the property: Brick building under tile roof, five bedrooms, lounge, dining-room, kitchen, two bathrooms, w.c., laundry, double garage, two carports, servant's room, tool shed, o.w.c. and swimming-pool.

Terms: 10% (ten per centum) of the purchase price and 4% (four per centum) auctioneer's charges (minimum R10) in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court within fourteen (14) days from date of sale. The purchaser shall be liable to pay interest at the rate of 20% (twenty per centum) per annum from the date of sale until the date of transfer of the property to the secured creditor, namely Allied Bank, in whose favour bond/s are registered over the property, The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Dated at Springs on this the 27th day of January 1994.

B. Coopers, for Ivan Davies Theunissen, IDT Building, 64 Sixth Street, P.O. Box 16, Docex 6, Springs.

Saak 518/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Stadsraad van Vereeniging,** Eksekusieskuldeiser, en **mnr. M. R. Hamid,** Eerste Eksekusieskuldenaar, en **mev. S. Hamid,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 23 September 1992, in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Landdroshof, Vereeniging, op Beaconsfieldlaan 41A, Vereeniging om 11 Maart 1994 te 10:00, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde geregsbode:

Sekere Erf 972, Roshnee Extension 1, in die voorstad van Vereeniging, Registrasieafdeling IQ, Transvaal, groot 600 (ses nul nul), ook bekend as 16 Himalaya Place, Roshnee, Vereeniging.

Beskrywing van eiendom: Na bewering is die eiendom in goeie toestand maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaersgelde (minimum R50) in kontant op die veilingsdag; die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 23% (drie-en-twintig persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, Nedperk in wie se guns verbande oor die eiendom geregistreer is.

Geteken op 28 Januarie 1994.

Snijman & Smullen, Prokureur vir Eksekusieskuldeiser, Barclays-sentrum, Lesliestraat 29, Posbus 38, Vereeniging. (Verw. Mev. Jacobs.)

Saak 6583/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Stadsraad van Vereeniging,** Eksekusieskuldeiser, en **E. Opperman,** Eerste Eksekusieskuldenaar, en **C. E. Opperman,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 17 Augustus 1992, in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Landdroshof, Vereeniging, op Beaconsfieldlaan 41A, Vereeniging om 11 Maart 1994 te 10:00, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde geregsbode:

Sekere Erf 576, Risiville, in die voorstad van Vereeniging, Registrasieafdeling IQ, Transvaal, groot 991 (nege nege een), ook bekend as Heferstraat 7, Risiville, Vereeniging.

Beskrywing van eiendom: Na bewering is die eiendom in goeie toestand maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaersgelde (minimum R50) in kontant op die veilingsdag; die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 23% (drie-en-twintig persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, United in wie se guns verbande oor die eiendom geregistreer is.

Geteken op 27 Januarie 1994.

Snijman & Smullen, Prokureur vir Eksekusieskuldeiser, Barclays-sentrum, Lesliestraat 29, Posbus 38, Vereeniging. (Verw. Mev. Jacobs.)

Saak 1495/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Stadsraad van Vereeniging,** Eksekusieskuldeiser, en **P. H. Ellis,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, op 6 Julie 1993, in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Landdroshof, Vereeniging, te Beaconsfieldlaan 41A, Vereeniging, op 11 Maart 1994 om 10:00, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde geregsbode:

Sekere Erf 182, Sonlandpark, in die voorstad Vereeniging, Registrasieafdeling IQ, Transvaal, groot 996 (nege nege ses) vierkante meter, ook bekend as Evanslaan 12, Sonlandpark, Vereeniging.

Beskrywing van eiendom: Na bewering is die eiendom in goeie toestand, maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaersgelde [minimum R50 (vyftig rand)] in kontant op die veilingsdag; die balans teen oordrag wat verseker moet word deur 'n bank, bougenootskap of ander aanvaarbare waarborg wat aan die geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 23% (drie-en-twintig persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, **Allied,** in wie se guns verbande oor die eiendom geregistreer is.

Datum: 31 Januarie 1994.

Snijman & Smullen, Prokureur vir Eksekusieskuldeiser, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging. (Verw. mev. Jacobs.)

Saak 4802/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Stadsraad van Vereeniging,** Eksekusieskuldeiser, en **O. A. Esterhuizen,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, op 11 September 1992, in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Landdroshof, Vereeniging, te Beaconsfieldlaan 41A, Vereeniging, op 11 Maart 1994 om 10:00, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde geregsbode:

Sekere Erf 420, Drie-Riviere-Oos, in die voorstad Vereeniging, Registrasieafdeling IQ, Transvaal, groot 1 980 (een nege agt nul) vierkante meter, ook bekend as Sandpiperstraat 9, Drie-Riviere-Oos, Vereeniging.

Beskrywing van eiendom: Na bewering is die eiendom in goeie toestand, maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaersgelde [minimum R50 (vyftig rand)] in kontant op die veilingsdag; die balans teen oordrag wat verseker moet word deur 'n bank, bougenootskap of ander aanvaarbare waarborg wat aan die geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 23% (drie-en-twintig persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, **Nedfin Bank,** in wie se guns verbande oor die eiendom geregistreer is.

Datum: 31 Januarie 1994.

Snijman & Smullen, Prokureur vir Eksekusieskuldeiser, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging. (Verw. mev. Jacobs.)

Saak 7302/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Stadsraad van Vereeniging,** Eksekusieskuldeiser, en **M. J. Benade,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, op 30 September 1993, in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Landdroshof, Vereeniging, te Beaconsfieldlaan 41A, Vereeniging, op 11 Maart 1994 om 10:00, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde geregsbode:

Sekere Erf 525, Waldrif, in die voorstad Vereeniging, Registrasieafdeling IQ, Transvaal, groot 1 000 (een nul nul nul) vierkante meter, ook bekend as Sapphirelaan 18, Waldrif, Vereeniging.

Beskrywing van eiendom: Na bewering is die eiendom 'n leë erf, maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaersgelde [minimum R50 (vyftig rand)] in kontant op die veilingsdag; die balans teen oordrag wat verseker moet word deur 'n bank, bougenootskap of ander aanvaarbare waarborg wat aan die geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 23% (drie-en-twintig persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, **n.v.t.,** in wie se guns verbande oor die eiendom geregistreer is.

Datum: 28 Januarie 1994.

Snijman & Smullen, Prokureur vir Eksekusieskuldeiser, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging. (Verw. mev. Jacobs.)

Saak 7303/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Stadsraad van Vereeniging,** Eksekusieskuldeiser, en **L. P. Theron,** Eksekusieskuldenaar

Ter uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, op 30 September 1993, in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Landdroshof, Vereeniging, op Beaconsfieldlaan 41A, Vereeniging op 11 Maart 1994 om 10:00, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde geregsbode:

Seker Erf 214, Waldrif, in die voorstad Vereeniging, Registrasieafdeling IQ, Transvaal, groot 1 005 (een nul nul vyf), ook bekend as Berilweg 41, Waldrif, Vereeniging.

Beskrywing van eiendom: Na bewering is die eiendom in leë erf maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaersgelde (minimum R50) in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank-, bougenootskap of ander aanvaarbare waarborg wat aan die geregsbode gelewer moet word binne 14 (veertien) dae, vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 23% (drie-en-twintig persent) per jaar, vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik N.V.T. in wie se guns verbande oor die eiendom geregistreer is.

Geteken: 28 Januarie 1994.

Snijman & Smullen, Prokureur vir Eksekusieskuldeiser, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging. (Verw. mev. Jacobs.)

Saak 4743/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Stadsraad van Vereeniging,** Eksekusieskuldeiser, en **D. J. le Roux,** Eksekusieskuldenaar

Ter uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, op 28 Junie 1993, in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Landdroshof, Vereeniging, te Beaconsfieldlaan 41A, op 11 Maart 1994 om 10:00, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde geregsbode:

Sekere Erf 261, Bedworthpark, in die voorstad Vereeniging, Registrasieafdeling IQ, Transvaal, groot 1 995 (een nege nege vyf), ook bekend as Bellonalaan 22, Bedworthpark, Vereeniging.

Beskrywing van eiendom: Na bewering is die eiendom in goeie toestand maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaersgelde (minimum R50) in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap of ander aanvaarbare waarborg wat aan die geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 23% (drie-en-twintig persent) per jaar, vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, Yskor Landgoed, in wie se guns verbande oor die eiendom geregistreer is.

Geteken: 31 Januarie 1994.

Snijman & Smullen, Prokureur vir Eksekusieskuldeiser, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging. (Verw. mev. Jacobs.)

Saak 5540/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Stadsraad van Vereeniging,** Eksekusieskuldeiser, en **A. G. Dorland,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, op 23 September 1992, in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Landdroshof, Vereeniging, op Beaconsfieldlaan 41A, Vereeniging op 11 Maart 1994 om 10:00, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde geregsbode:

Sekere Erf 239, Bedworthpark, in die voorstad Vereeniging, Registrasieafdeling IQ, Transvaal, groot 1 995 (een nege nege vyf), ook bekend as Bellonalaan 3, Bedworth Park, Vereeniging.

Beskrywing van eiendom: Na bewering is die eiendom in goeie toestand maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaersgelde (minimum R50) in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank-, of bougenootskap of ander aanvaarbare waarborg wat aan die geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. die koper is aanspreeklik vir die betaling van rente teen 'n koers van 23% (drie-en-twintig persent) per jaar, vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, Yskor Landgoed, in wie se guns verbande oor die eiendom geregistreer is.

Geteken: 28 Januarie 1994.

Snijman & Smullen, Prokureur vir Eksekusieskuldeiser, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging. (Verw. mev. Jacobs.)

Case 7307/93

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

In the matter between **City Council of Vereeniging,** Judgment Creditor, and **Cardpark (Pty) Ltd,** Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 6 October 1993, in the above-mentioned suit, a sale without reserve will be held by the Sheriff, Magistrate's Court, Vereeniging, at 41A Beaconsfield Avenue, Vereeniging, on 11 March 1994 at 10:00, of the undermentioned property of the Execution Debtor, 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 above-mentioned Messenger of the Court, prior to the sale:

Certain Erf 922, Duncanville Extension 3 in the Township of Vereeniging, Registration Division IQ, Transvaal, measuring 1474 (one four seven four), also known as 19 Spencer Street, Duncanville, Vereeniging, vacant stand.

The property is reported to be vacant stand but nothing is guaranteed.

Terms: Ten per centum (10%) of the purchase price and four per centum (4%) auctioneer's charges (minimum R50,00), 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 Messenger of the Court within fourteen (14) days from the date of sale. The purchaser shall be liable to pay interest at the rate of 23% (twenty-three per cent) per annum, from the date of sale until the date of transfer of the property to the secured Creditor, namely Standard Bank, in whose favour bonds are registered over the property.

Signed at Vereeniging on this the 28th day of January 1994.

Snijman & Smullen, Attorneys for Judgment Creditor, 29 Leslie Street, Barclays Centre, Vereeniging; P.O. Box 38, Vereeniging, 1930. [Tel. (016) 21-3700.] (Ref. Mrs Jacobs.)

Case 32929/93

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 **Rosco Property Two CC,** (No. CK. 86/16309/23), 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 March 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 Remaining Extent of Erf 176, situated in the Township of Orchards, Registration Division IR, Transvaal, being 9 Orchards Road, Orchards, Johannesburg, measuring 1137 (one thousand one hundred and thirty-seven) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with iron and tiled roof, comprising kitchen, lounge/dining-room, entrance-hall, family room, laundry, pantry, separate toilet, four bedrooms, two bathrooms, with outbuildings with similar construction comprising two garages, two servants' rooms, bathroom and swimming-pool.

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

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

Dated at Johannesburg on this the 1st day of February 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/R.189.)

Case 14713/93

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

Between **Nedcor Bank Limited,** Execution Creditor, and **Keith Anthony May,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 20 January 1994, the following property will be sold in execution on Friday, 11 March 1994 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Potion 8 of Erf 712, Horison Township, Registration Division IQ, Transvaal, in extent 1 115 (one thousand one hundred and fifteen) square metres, held by Deed of Transfer T45430/1992, known as 33D Georgina Street, Horison, District of Roodepoort upon which is erected a detached dwelling of plastered walls under a tiled roof, said to contain a combined lounge and dining-room, three bedrooms, kitchen, bathroom, scullery/laundry, outside room and garage in regard to which, however, nothing is guaranteed.

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

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

Signed on this the 1st day of February 1994.

Louw & Heyl - Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort; P.O. Box 360, Roodepoort. [Tel. (011) 763-6111/2121.] (Ref. Mr Vlok/CV/930736/17340.)

Case 2928/93

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

In the matter between **First National Bank,** Plaintiff, and **Hendry Ramosoeu Moepi,** Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 10 June 1993, and subsequent warrant of execution, the Defendant's right, title and interest in and to the following property will be sold in execution on 18 March 1994 at 11:00, at the offices of the Sheriff, Brakpan, namely:

Erf and township: Erf 2339, Tsakane Township, held by Registered Grant of Leasehold TL37905/88, measuring 261 square metres.

Registration: IR, Transvaal, also known as 2339 Masinga Street, Tsakane, Brakpan.

Description of property: Brick, building, tiled roof, two bedrooms, lounge, bathroom, toilet and kitchen.

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

Dated at Springs on this the 25th day of January 1994.

B. Cooper, for Ivan Davies Theunissen, IDT Building, P.O. Box 16, Docex 6, Springs. (Ref. Mr Ashton/NK/DN0433.)

Case 9271/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Allan Jegels,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort, and writ of execution dated 13 September 1993, the following property will be sold in execution on Friday, 11 March 1994 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, *viz:*

Erf 311, Fleurhof Township, Registration Division IQ, Transvaal, in extent 794 (seven hundred and ninety-four) square metres, held by Deed of Transfer T1723/1992, known as 29 Tonnel Avenue, Fleurhof, District of Roodepoort, upon which is erected a detached dwelling of plastered walls under a tiled roof, said to contain a lounge, dining-room, four bedrooms, kitchen, two bathrooms, outside room and double garage, in regard to which, however, nothing is guaranteed.

Terms: R5 000 or 10% (ten per cent) of the purchase price, whichever is the highest, in cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society'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 this 27th day of January 1994.

Louw & Heyl—Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort; P.O. Box 360, Roodepoort. [Tel. (011) 763-6111/2121.] (Ref. Mr Vlok/CV/920958/17617.)

Saak 4525/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Letebele Mathews Molise,** Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof, en 'n lasbrief vir eksekusie gedateer 18 Augustus 1993, sal die Verweerder se reg op huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op 11 Maart 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 1039, geleë in die dorpsgebied Sebokeng-eenheid 6-uitbreiding 2, Registrasieafdeling IQ, Transvaal, groot 680 (seshonderd-en-tagtig) vierkante meter.

Verbeterings wat nie gewaarborg word nie en nie hiermee voorgedoen word korrek is nie.

Verkoopvoorwaardes:

1. Die reg 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 verbandhouers en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees soos volg:

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

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

Die volledige verkoopvoorwaardes lê ter insae by die Balju, Landdroshof, 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 27ste dag van Januarie 1994.

Du Plessis & Pieterse, Prokureur vir Eiser, Calance House 1, President Krugerstraat, Vanderbijlpark. (Verw. A1376/J. M. Pieterse/mev. Harmse.) [Tel. (016) 81-0167/8/9.]

Saak 4269/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Saambou Bank Beperk,** Eiser, en **O. F. Mavimbela,** Verweerder

Ingevolge 'n vonnis wat toegestaan is in die Landdroshof, Witbank en 'n lasbrief vir eksekusie wat gemagtig is op 24 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 Maart 1994 om 10:00, naamlik:

Erf 4685, Ackerville, 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 & Ackerman, Witbank.

Gedateer te Witbank op hede die 26ste dag van Jauarie 1994.

H. J. Erasmus, vir Erasmus Ferreira & Ackermann, Athlonesentrum, Posbus 686; Athlonestraat, Witbank. (Verwys: Mnr. Erasmus/UL34.)

Case 12920/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Florence Maria Khoarane,** Defendant

On 4 March 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Right of leasehold in respect of Erf 4463, Vosloorus, Registration Division IR, Transvaal, situated at 4463 Zekwa Street, Vosloorus, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' 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 percent), Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 (fourteen) days of the sale.

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

4. The risk and benefits 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 Shreiff's Office and will be read out prior to the sale.

Dated at Boksburg on this the 27th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mr CM Klinkert/Mr L Pinheiro/H01015.)

Case 10347/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nchimane Joshua Maseko,** First Defendant, and **Naniki Matilda Maseko,** Second Defendant

On 4 March 1994 at 11:15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 17123, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17123 Vosloorus Extension 25, Boksburg.

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

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

2. The purchaser shall pay 10% (ten per cent) of the price plus 5% (five 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 27th day of January 1994.

Tuckers, Permanent Building, Commissoner Street, Boksburg. (Ref. Mr C. M. Klinkert/Mrs L. Pinheiro/H638.)

Case 11572/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Solomon Fanie Dhladhla,** First Defendant, and **Angelina Bushy Dhladhla,** Second Defendant

On 4 March 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 4423, Vosloorus, Registration Division IR, Transvaal, situated at 4423 Zondi Street, Rockville, Vosloorus, Boksburg.

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

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

2. The purchaser shall pay 10% (ten per 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 27th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H00954.)

Case 5134/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Titus Buthelezi,** First Defendant, and **Simangele Priscilla Buthelezi,** Second Defendant

On 4 March 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 7359, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 7359 Vosloorus Extension 9, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 27th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H468.)

Case 6210/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Thembalihle Samuel Mlaba,** First Defendant, and **Diclemo Olpah Mlaba,** Second Defendant

On 4 March 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 17118, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17118 Vosloorus Extension 25, Boksburg.

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

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

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

3. The purchaser 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 27th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H505.)

Case 12843/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mzikayise Barnabas Edom,** First Defendant, and **Banzi Anna Agnes Edom,** Second Defendant

On 4 March 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 1559, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 1559 Vosloorus Extension 3, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 27th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H00944.)

Case 12923/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **John Thabo Hlalele,** Defendant

On 4 March 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 1181, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 1181 Vosloorus Extension 3, Boksburg.

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

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

2. The purchaser shall pay 10% (ten per centum) of the price plus 4% (four per centum) Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable 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 27th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H01013.)

Case 12844/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Neil Henderson,** First Defendant, and **Bronwen Muriel May Henderson,** Second Defendant

On 4 March 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Erf 493, Boksburg South Extension 3, Registration Division IR, Transvaal, situated at 3 President Brand Street, Boksburg South Extension 3, Boksburg.

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

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

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

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

4. 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 27th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H01004)

Saak 19995/93

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Nkone Ellen Shabangu,** Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 30 November 1993, sal die volgende eiendom verkoop word in eksekusie op 3 Maart 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 882, Isithame, geleë te Erf 882, Isithame, grootte 260 (tweehonderd-en-sestig) 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.

Gedateer op die 31ste dag van Januarie 1994.

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

Saak 13078/92

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Mishack Erick Khoza,** Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 3 Desember 1993, sal die volgende eiendom verkoop word in eksekusie op 3 Maart 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 747, Makulong-dorpsgebied, geleë te Erf 747, Makulong-dorpsgebied, grootte 394 (driehonderd vier-en-negentig) 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.

Gedateer op die 31ste dag van Januarie 1994.

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

Case 7109/90

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Sobi Isaac Mokomatsidi,** First Defendant, and **Maria Mokomatsidi,** Second Defendant

On 4 March 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 6648, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 6648 Vosloorus Extension 9, Boksburg.

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

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

2. The purchaser shall pay 10% (ten per 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 Boksbug on this the 21st day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/HS3741.)

Case 6813/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Maqamu Ephraim Ndlovu,** First Defendant, and **Elizabeth Ndlovu,** Second Defendant

On 4 March 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 879, Vosloorus Extension 2, Registration Division IR, Transvaal, situated at 879 Vosloorus Extension 2, Boksburg.

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

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

2. The purchaser shall pay 10% (ten per 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 21st day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H00915.)

Case 12682/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Ramatsa Elias Mogagabe,** Defendant

On 4 March 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 20381, Vosloorus Extension 30, Registration Division IR, Transvaal, situated at 20381 Vosloorus Extension 30, Boksburg.

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

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

2. The purchaser shall pay 10% (ten per 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 21st day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H00997.)

Case 5753/91

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Bonkomila Philemon Khosa,** First Defendant, and **Tinyiko Salvah Khosa,** Second Defendant

On 4 March 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 201, Mabuya Park, Registration Division IR, Transvaal, situated at 201 Phineas Zul Street, Mabuya Park, Vosloorus, Boksburg.

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

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

2. The purchaser shall pay 10% (ten per 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 25th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/HS2857.)

Case 12613/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nkululeko Johannes Ngobese,** First Defendant, and **Sibongile Emily Ngobese,** Second Defendant

On 4 March 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 1231, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 1231 Vosloorus Extension 3, Boksburg.

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

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

2. The purchaser shall pay 10% (ten per 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 20th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert,/Mrs L. Pinheiro/H00995.)

Case 10599/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Paulinah Nkosi N.O.,** Defendant

On 4 March 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 8289, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 8289 Vosloorus Extension 9, Boksburg.

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

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

2. The purchaser shall pay 10% (ten per 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 24th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H663.)

Case 4753/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Rodgers Sikhosana,** Defendant

On 4 March 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 370, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 370 Vosloorus Extension 3, Boksburg.

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

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

2. The purchaser shall pay 10% (ten per 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 24th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H00871.)

Case 9125/93

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Peter Dedrick Magerman,** First Defendant, and **Sharen Mishelle Magerman,** Second Defendant

On 4 March 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Erf 247, Delmore Park Extension 2, Registration Division IR, Transvaal.

Situate at: 29 Geelbek Street, Delmore Park Extension 2, Boksburg.

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

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

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

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

4. 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 20th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs Pinheiro/H354.)

Case 27900/92
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 **Hayward, Garrett Christopher,** First Execution Debtor, and **Hayward, Michele,** 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, Roodepoort, on 11 March 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain: Erf 120, situated in the Township of Roodepoort West, Registration Division IQ, Transvaal, being 7 Ziervogel Street, Roodepoort West.

Measuring: 892 (eight hundred and ninety-two) 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, entrance-hall, three bedrooms, bathroom with outbuildings with similar construction comprising of two carports, servant's room, bathroom, toilet and laundry.

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

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

Dated at Johannesburg this 21st day of January 1994.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/H.129.)

Case 12922/92
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 **Groenewald, Etienne,** First Execution Debtor, and **Groenewald, Surita,** 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, Roodepoort, on 11 March 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain: Erf 1034, situated in the Township of Florida Park Extension 2, Registration Division IQ, Transvaal, being 2 Clemmow Drive, Florida Park Extension 2, Roodepoort.

Measuring: 996 (nine hundred and ninety-six) square metres.

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

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

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

Dated at Johannesburg this 24th day of January 1994.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/G.167.)

Saak 536/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Zeerust Radio,** Vonnisskuldeiser, en **J. H. Mans,** Vonnisskuldenaar

Ingevolge uitspraak van die Hof en lasbrief, gedateer 6 Desember 1993, sal die ondergemelde eiendom per publieke veiling verkoop word in eksekusie aan die hoogste bieder voor die Landdroskantoor, Zeerust, op 4 Maart 1994 om 10:00, naamlik:

Gedeelte 1 van Erf 752, Zeerust, Registrasieafdeling JP, Transvaal, groot 1 702 (eenduisend sewehonderd en twee) vierkante meter, waarop opgerig is 'n woonhuis van baksteenmure onder sinkdak met buitegeboue, geen waarborge betreffende verbeterings word gegee nie en die verkoping is voetstoots.

Verkoopvoorwaardes: R10 000 (tienduisend rand) kontant op dag van verkoop, en die balans teen registrasie van transport, verseker deur 'n goedgekeurde bank- of bougenootskapwaarborg gelewer te word binne 14 dae na dag van verkoping. Koper moet transportkostes, hereregte of BTW na gelang wat van toepassing is, en alle belastings betaal en die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige verkoopvoorwaardes kan gedurende kantoorure by die kantoor van die Balju, hoek van President- en Piet Retiefstraat, Zeerust, nagegaan word sowel as by die ondergetekende.

Gedateer te Zeerust op hierdie 21ste dag van Januarie 1994.

Van der Merwe & Calitz, Prokureurs vir Eiser, Kerkstraat 39 (b), Posbus 53, Zeerust.

Saak 8415/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Petrus Johannes Jacobus Venter,** Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof, op 6 Desember 1993, die onderstaande eiendom te wete:

Erf 271, Daggafontein-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Nagtegaalstraat 18, Daggafontein, Springs, in eksekusie verkoop sal word op 4 Maart 1994, aan die hoogste bieër, 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 sonkamer, sitkamer, kombuis, eetkamer, drie slaapkamers, badkamer en toilet. *Buitegeboue:* Motorhuis.

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 20ste dag van Januarie 1994.

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. mnr. J. A. Kruger/SST/V1787.)

Case 7181/91

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Justice Baloyi,** First Defendant, and **Beth-Sheba Baloyi,** Second Defendant

On 4 March 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 16691, Vosloorus Extension 26, Registration Division IR, Transvaal, situated at 16691 Vosloorus Extension 26, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 21st day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs Pinheiro.)

Case 28695/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Erasmus: Wilhelmus Chrisstoffel,** First Defendant, and **Erasmus: Gerda,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Benoni, at 49 Kempston Avenue, Benoni, on 10 March 1994 at 10:00, of the undermentioned property of the Defendants and which conditions may be inspected at the offices of the Deputy Sheriff, Benoni, prior to the sale:

Certain: A unit consisting of: Section 9, as shown and more fully described on Sectional Plan SS74/1984, in the scheme, known as Golan Heights, in respect of the land and building or buildings, situated at Benoni Township, in the area of Benoni Local Authority, of which the floor area, according to the said sectional plan, is 80 (eighty) square metres; and

an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan. Also known as 15 Golan heights, Woburn Avenue, Benoni.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising an entrance-hall, lounge, dining-room (combined), kitchen, two bedrooms, study, two bathrooms with w.c.

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

Dated at Johannesburg this 24th day of January 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 52-8666.) [Ref. Mrs Teixeira/U00049 (UB49).]

Case 20649/93
PH 135

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ESKOM Finance Company (Proprietary) Limited,** Plaintiff, and **Scholtz, Reginald Alfred,** Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price will be held at De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 10 March 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale, of the undermentioned property, situated at 25 Albite Crescent, Ennerdale, Odin Park, being Erf 4735, Ennerdale Extension 10 Township, Registration Division IQ, Transvaal, measuring 399 (three hundred and ninety-nine) square metres, held by Deed of Transfer T48661/1990, which is zoned as Residential and consists of (not guaranteed): *A dwelling*: Lounge, kitchen, two bedrooms, bathroom and w.c.

2. *Terms:*

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

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

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

2.2.2 minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 25th day of January 1994.

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

Saak 4685/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Lennox Vuyisa Gwabile,** Eerste Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 29 Desember 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 9 Maart 1994 om 12:00, te die Baljukantoor, Cornelellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju, voor die verkoping:

Erf 9698, Uitbreiding 12, Embalenhle, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal, groot 240 (twee vier nul) vierkante meters.

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

Geteken te Secunda op hede hierdie 24ste dag van Januarie 1994.

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

Saak 4622/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Occy Cerial Mnisi,** Eerste Verweerder, en **Silikile Julia Mnisi,** Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 23 Desember 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die eksekusieskuldenaar op 9 Maart 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 2882, Embalenhle-uitbreiding 4, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal, groot 420 (vier twee nul) vierkante meters.

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

Geteken te Secunda op hede hierdie 23ste dag van Januarie 1994.

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

Saak 4296/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Motlalentwa Isaac Lesoetsa,** Eerste Verweerder, en **Madiflete Theresia Lesoetsa,** Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 2 Desember 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die eksekusieskuldenaar op 9 Maart 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 5457, Embalenhle-uitbreiding 9, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal, groot 297 (twee nege sewe) vierkante meters.

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

Geteken te Secunda op hede hierdie 24ste dag van Januarie 1994.

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

Saak 4624/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Bashayeni Josiah Nkosi,** Eerste Verweerder, en **Nomsa Florence Nkosi,** Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 29 Desember 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 9 Maart 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 2195, Embalenhle-uitbreiding 8, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal, groot 264 (twee ses vier) vierkante meters.

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

Geteken te Secunda op hede hierdie 24ste dag van Januarie 1994.

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

Saak 656/90

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Mpharahla Jacob Moabi,** Eerste Verweerder, en **Victoria Matedimo Moabi,** Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 23 Maart 1990, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 9 Maart 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 2864, eMbalenhle-uitbreiding 4, geleë in die dorp eMbalenhle, Registrasieafdeling IS, Transvaal, groot 465 (vier ses vyf) vierkante meter.

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

Geteken te Secunda op hede hierdie 24ste dag van Januarie 1994.

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

Saak 3970/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

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

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 2 November 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 9 Maart 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

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

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

Geteken te Secunda op hede hierdie 23ste dag van Januarie 1994.

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

Saak 4822/92

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Thamsanqa Edgar Hlatshayo,** Eerste Verweerder, en **Alicia Nomduma Hlatshayo,** Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 4 Desember 1992, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 9 Maart 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 2893, eMbalenhle-uitbreiding 4, geleë in die dorp eMbalenhle, Registrasieafdeling IS, Transvaal, groot 435 (vier drie vyf) vierkante meter.

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

Geteken te Secunda op hede hierdie 24ste dag van Januarie 1994.

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

Saak 21025/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Transnet Beperk,** Eiser, en **Peter Henry Vermeulen,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op 9 November 1993 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Rustenburg, op 11 Maart 1994 om 10:00, te die Landdroshof, Rustenburg, hoek van Van Staden- en Klopperstraat, Rustenburg, verkoop:

Sekere: Gedeelte 5 van Erf 728, Rustenburg-dorpsgebied, Registrasieafdeling JQ, Transvaal, met straatadres bekend as Joubertstraat 33, Rustenburg, groot 1 428 (eenduisend vierhonderd agt-en-twintig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis wat bestaan uit drie slaapkamers, sitkamer, badkamer, kombuis, toegeboude stoep en toegeboude stoep vir doeleindes van opwaskamer.

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, Tweede Verdieping, Biblio Plaza, hoek van Van Staden- en Smitstraat, Rustenburg.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. mnr. De Klerk/ns/SA0080 (P10).]

Case 30511/93
PH 388

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Dippenaar, Daniel,** First Defendant, and **Hill, Caron Lucretia,** 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, 9 Elna Randhof Building, corner of Selkrik and Blairgowrie Drives, Randburg, on Tuesday, 8 March 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 36, Cresta Township, Registration Division IQ, Transvaal, area 1 487 (one thousand four hundred and eighty-seven) square metres, situation 69 Judges Avenue, Cresta, 2194.

Improvements (not guaranteed): A double storey house consisting of four bedrooms, three bathrooms, kitchen, lounge, entrance-hall, dining-room, double garage with swimming-pool.

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

Dated at Johannesburg on this 26th day of January 1994.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N4: NB155.)

Saak 7613/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BOKSBURG GEHOU TE BOKSBURG

In die saak tussen **Saambou Bank Beperk,** voorheen bekend as Saambou-Nasionale Bouvereniging Beperk (Reg. No. 87/05437/06), Eiser, en **P. F. Smith,** Eerste Verweerder, en **A. Smith,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 10 Augustus 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Vrydag, 4 Maart 1994 om 11:15, by die Baljukantore, Leeuwpoortstraat 182, Boksburg, aan die hoogste bieder:

Sekere: Erf 24 (Gedeelte 3), Boksburg-Wes-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Boksburg, groot 2 073 (tweeduisend drie-en-sewentig) vierkante meter.

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

Woonhuis bestaande uit ingangsportaal, sitkamer, eetkamer, familiekamer, studeerkamer, vyf slaapkamers, twee badkamers, kombuis, spens en opwaskamer. Buitegeboue bestaan uit twee motorhuise, twee afdakke, bediendekamer en twee stoorkamers.

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, Boksburg. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 24ste 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/S1206.)

Saak 8063/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Vikimpi Johannes Ndlangisa,** Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 25 November 1993, die onderstaande eiendom te wete:

Erf 14259, kwaThema-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, in eksekusie verkoop sal word op 4 Maart 1994 om 15:00, aan die hoogste bieër, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

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

Verbeteringe: Woonhuis van baksteen gebou onder teëldak, bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

Buitegeboue: 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 betrokke Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 14de dag van Januarie 1994.

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/N 790.)

Case 29653/93
PH 135

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Eskom Finance Company (Proprietary) Limited,** Plaintiff, and **Kavelmacher, Karl-Heinz Max,** Defendant

1. In the execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price will be held at 8 Park Street, Kempton Park, on 10 March 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, 8 Park Street, Kempton Park, prior to the sale, of the undermentioned property situated at 31 Basboom Street, Croydon, Kempton Park, being Erf 124 Croydon Township, Registration Division IR, Transvaal, measuring 1 032 (one thousand and thirty-two) square metres, held by Deed of Transfer T69381/1991, which is zoned as residential and consists of (not guaranteed):

A dwelling, entrance-hall, living-room, dining-room, kitchen, three bedrooms, two bathrooms, w.c., servant's room, w.c. and garage.

2. *Terms:*

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

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

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

2.2.2 minimum charges R100 (one hundred rand).

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

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

Case 644/93

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

In the matter between **Town Council of Brakpan,** Plaintiff, and **Erf Seventeen Property Ltd,** Defendant

In pursuance of a judgment in the Court of the Magistrate's of Brakpan, and writ of execution dated 9 June 1993, the property listed hereunder will be sold in execution on 4 March 1994 at 11:00, at the premises of Messenger of the Court, 439 Prince George Avenue, Brakpan, 1540, to the highest bidder:

Certain Erf 17, Labore, Registration Division IR, Transvaal, held by Deed of Transfer T51897/1981, measuring 1 950 (one thousand nine hundred and fifty) square metres, held by Deed of Transfer T51897/1981.

The property is defined as a residential stand, situated at 2 Joule Street, Labore, Brakpan.

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

Main building: Vacant premises.

Outbuildings: Vacant premises.

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.

(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 R500 (five hundred rand), whichever is the greater, on the day of the sale and the Judgment Creditor's claim at the rate specified in the full conditions of sale to date of payment, within 14 (fourteen) days to be paid or secured by a bank or building society guarantee.

(e) The property shall be sold subject to any existing tenancy.

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

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

Dated at Brakpan on this the 14th day of January 1994.

Trollip Cowling & Janeke, First Floor, Market Building, 610 Voortrekker Road, P.O. Box 38, Brakpan. (Tel. 744-3924.) (Ref. Mr Janeke/AH.)

Case 2997/93
PH 135

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Eskom Finance Company (Proprietary) Limited,** Plaintiff, and **Thulo, Bernard,** First Defendant, and **Thulo, Ngoanyana Eveline,** Second Defendant

In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price will be held at Main Hall, Magistrate's Court, on 11 March 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, Main Hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale, of the undermentioned property situated at:

Erf 555, Sebokeng, Unit 10 Township, Registration Division IQ, Transvaal, measuring 293 (two hundred and ninety-three) square metres, held by Certificate of Registered Grant of Leasehold TL41599/1990, which is zoned as Residential and consists of (not guaranteed): A dwelling: Lounge, dining-room, three bedrooms, bathroom and watercloset, kitchen and carport.

2. *Terms:*

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

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

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

2.2.2 minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 18th day of January 1994.

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

Case 21925/93
PH 135

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Eskom,** Plaintiff, and **Msimanga, Topisi Josef,** First Defendant, and **Msimanga, Mazakiele Agnes,** Second Defendant

In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price will be held at Main Hall, Magistrate's Court, on 11 March 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, Main Hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale, of the undermentioned property situated at:

Erf 942, Sebokeng, Unit 10 Township, Registration Division IQ, Transvaal, measuring 293 (two hundred and ninety-three) square metres, held by Deed of Transfer TL38832/1990, which is zoned as Residential and consists of (nog guaranteed): A dwelling: Lounge, kitchen, four bedrooms, bathroom and w.c.

2. *Terms:*

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

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

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

2.2.2 minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 18th day of January 1994.

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

Case 26780/93
PH 136

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Michael John Ellis,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Germiston, Fourth Floor, Standard Chambers, President Street, Germiston, on Thursday, 10 March 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Fourth Floor, Standard Chambers, President Street, Germiston:

Erf 243, Fishers Hill Township, Registration Division IR, Transvaal, measuring 744 (seven hundred and forty-four) square metres, situated at 6 Jupiter Road, Fishers Hill, Germiston.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house of brick with an iron roof consisting of entrance-hall, lounge, kitchen, scullery, three bedrooms and bathroom. Outbuildings consisting of two servants' rooms, store-room and swimming-pool.

Zoning: Residential.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer to be secured by a bank, building society or other acceptable guaratee 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). Minimum charge R100 (one hundred rand).

Date: 14 January 1994.

C. B. McEwan, Plaintiff's Attorney, Office 100, Ground Floor, Klerck & Barrett Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/6E167.)

Case 12037/91

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

In the matter between **Nedperm Bank Limited** Plaintiff, and **Lindiwe Elsie Mazibuko,** Defendant

On 4 March 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Right of leasehold in respect of Erf 49, Vosloorus Extension 5, Registration Division IR, Transvaal, situated at 49 Vosloorus Extension 5, Boksburg.

Improvements: Detached single storey brick residence consisting of three bedrooms, one and a half bathrooms, lounge and kitchen.

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

2. The purchaser shall pay 10% (ten per 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 20th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs Pinheiro/H208.)

Saak 11989/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Johannes Jacobus van den Berg,** Verweerder

'n Verkoping word gehou voor die Landdroskantoor, Van Emmenisstraat, Nylstroom, op 11 Maart 1994 om 10:00, van:

Gedeelte 15, van die plaas Kouwfontein 367, Registrasieafdeling KR, Transvaal, groot 482,3735 hektaar, gehou kragtens Akte van Transport T35141/90.

Besonderhede word nie gewaarborg nie: Woonhuis van steen en sink, drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer, werkershuise en store (swak toestand).

Besigtig voorwaardes by Balju, Rentmeestergebou, Potgieterstraat 88, Nylstroom.

Tim du Toit & Kie Ing. (Tel. 320-6753.) (Verw. Dr. Viljoen/LB.)

Case 32358/92
PH 177

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Voltex (Proprietary) Limited** trading as Keens Electrical Springfield, Plaintiff, and **C. J. Kurn,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above suit, a sale without reserve will be held at the office of the Sheriff, Benoni, at 49 Kempston Avenue, Benoni, on 10 March 1994 at 10:00, of the undermentioned property of the Defendant, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Benoni:

Certain: Holding 7, Marister Agricultural Holding, Registration Division IR, Transvaal, measuring 2 0215 hectares, situated at 7 Skool Street, Marister, Benoni.

Comprising: Guest room, entertainment room, scullery, kitchen, lounge, dining-room, family-room, TV-room, three bedrooms, toilet and wash basin, two bathrooms, barn and double garage, held by the Defendant under Deed of Transfer, T31877/1989.

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

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

5% (five per 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 charge R200 (two hundred rand).

Dated at Johannesburg on this the 8th day of February 1994.

Itzikowitz & Sarembock, Plaintiff's Attorneys, 153 Louis Botha Avenue, P.O. Box 2928, Orange Grove, Johannesburg. (Tel. 483-1753/4/5.) (Ref. Mr. R. Sarembock/gv.)

Case 2354/91

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

In the matter between **Nedperm Bank Limited** and **I. M.** and **T. T. Mshudulu**

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 24 May 1991, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution, on 18 March 1994 at 15:00, at the premises of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Property (1): 11749 kwaThema, Springs, Registration Division IR, Transvaal, measuring 357 square metres.

Postal address: Stand 11749, kwaThema, Springs.

Improvements (but nothing is guaranteed in respect hereof): Brick building with tiled roof, kitchen, lounge, three bedrooms and bathroom.

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

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

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

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

Dated at Springs on this the 8th day of February 1994.

J. H. van Heerden, for J. H. van Heerden & Cohen, Second Floor, Permanent Building, 74 Third Street, Springs. (Ref. Mr Van Heerden/kj/N91040.)

Saak 44512/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Meintjes, J. C.,** Eksekusieskuldenaar

Kragtens 'n uitspraak, in die hof van die Landdros, Pretoria en 'n lasbrief vir eksekusie gedateer 9 Augustus 1993, sal die onderstaande eiendom op 10 Maart 1994 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 2 van Erf 16, geleë in die dorpsgebied Daspoort, Registrasieafdeling JR, Transvaal, bekend as Driftstraat 733, Daspoort.

Die eiendom is gesoneer vir 'n woonhuis.

Beskrywing: Woonhuis bestaan uit sitkamer, eetkamer, kombuis, TV-kamer, twee badkamers, twee toilette, drie slaapkamers, bediende toilet en teëldak.

Verbandhouer(s): NBS, Pretoriusstraat 101, Pretoria.

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

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 31ste dag van Januarie 1994.

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

Saak 27046/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Pretorium Trust,** Eiser, en **Mev. M. J. van Staden,** Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 20 Julie 1993, sal hierdie ondervermelde eiendom geregtelik verkoop word op 15 Maart 1994 om 10:00, te Balju Pretoria Sentraal, Visagiestraat 228, Pretoria Sentraal aan die persoon wie die hoogste bod maak:

(a) Deel 97, soos aangetoon en volledigerbeskryf op Deelplan SS342/92 in die skema bekend as Parkzicht ten opsigte van die grond en gebou of geboue geleë te Pretoria, van welke deel die vloeroppervlakte, volgens voormelde Deelplan 37 vierkante meter groot is; en

(b) 'n onverdeelde aandeel van die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens sertifikaat van geregistreerde Deeltitel ST85038/91, geleë te Parkzichtwoonstelle 714, 239 Minnaarstraat, Pretoria.

Die volgende verbeterings is op die eiendom aangebring maar word nie gewaarborg nie: Een en 'n half slaapkamerwoonstel met sit/woon/eetkamer, aparte toilet, bad, stort en kombuis.

Die eiendom word met 'n reserwe prys aan die hoogste bieder verkoop. 'n Deposito van 10% (tien persent) word vereis, en die balans by wyse van 'n bank- of bouverenigingwaarborg binne veertien (14) dae vanaf datum van die verkoping. Volledige verkoopvoorwaardes sal voor die verkoping afgelees word en is ter insae beskikbaar by die Balju Sentraal se kantore.

Geteken te Pretoria op hede die 7de dag van Februarie 1994.

Van Zyl Le Roux & Hurter Ing., Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21/9231) (Verw. mnr. J. A. van Zyl/HKNOX.)

Case 15716/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd,** Plaintiff, and **Johan Basson Eiendomme BK,** 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 in front of the Magistrate's Office, Hooge Street, Potgietersrus, on Friday, 4 March 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Portion 1 of Erf 416, situated in the town Piet Potgietersrust, Registration Division KS, Transvaal, also known as 40 Hooge Street, Potgietersrus, measuring 2 231 (two thousand two hundred and thirty-one) square metres, held by virtue of Deed of Transfer T60697/90, subject to the conditions mentioned therein.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling with iron roof consisting of entrance-hall, lounge, kitchen, three bedrooms, bathroom/w.c. and store-room.

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 February 1994.

E. M. Eyebers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.) (Ref. EME/ep S1324/93.)

Saak 2487/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Boland Bank Beperk,** Eksekusieskuldeiser, en **Civalingam Padayachey,** Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 4 Augustus 1993, en 'n lasbrief vir eksekusie gedateer 14 Desember 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroshofkantoor, Harpurlaan, Benoni, op Woensdag, 23 Maart 1994 om 11:00:

Erf 119, Rynsoord-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 232 (eenduisend tweehonderd twee-en-dertig) vierkante meter geleë te Sophiastraat 16, Rynsoord, Benoni.

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

Vernaamste voorwaardes van verkoping:

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

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

3. Koopprys is soos volg betaalbaar:

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

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

Gedateer te Benoni hierdie 7de dag van Februarie 1994.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni, 1500. (Tel. 422-2335.)

Case 34889/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Ltd,** Plaintiff, and **Mashaba, Mandla David,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 8 Park Street, Kempton Park, on Thursday, 10 March 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain: All the right, title and interest in the 99 year right of leasehold in respect of Erf 831, Maokeng Extension 1 Township, Registration Division IR, Transvaal.

Area: 350 (three hundred and fifty) square metres.

Situation: Erf 831, Maokeng Extension 1, Tembisa.

Improvements (not guaranteed): A house under tiled roof consisting of two bedrooms, bathroom, kitchen, lounge and dining-room.

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

Dated at Johannesburg on this the 7th day of February 1994.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresF32/CA72.)

Case 1545/92

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

In the matter between **ABSA Bank Ltd,** formerly Allied Building Society Ltd, Plaintiff, and **Bhani Lourence Sophangisa,** First Defendant, and **Morong Jeanette Sophangisa,** Second Defendant

In pursuance of a judgment by the Magistrate's Court of Alberton, and writ of execution, the property listed herein will be sold in execution, on Wednesday, 16 March 1994 at 10:00, at the offices of the Sheriff Magistrate's Court, Johria Court, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 127, Mngadi Township, Registration Division IR, Transvaal, measuring 279 (two hundred and seventy-nine) square metres, situated at Stand 127, Mngadi Section, Katlehong.

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 lounge, three bedrooms, kitchen and bathroom with w.c. *Zoning:* Residential.

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

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

Date: 3 February 1994.

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

Case 15717/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd,** Plaintiff, and **Johan Basson Eiendomme BK,** 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 in front of the Magistrate's Office, Hooge Street, Potgietersrus, on Friday, 4 March 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:

Portion 1 of Erf 413, situated in the Town of Piet Potgietersrus, Registration Division KS, Transvaal (also known as 38 Hooge Street, Potgietersrus, measuring 2231 (two thousand two hundred and thirty-one) square metres, held by virtue of Deed of Transfer T7745/92, subject to the conditions mentioned therein.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling with iron roof consisting of entrance-hall, lounge, kitchen, three bedrooms, two bathrooms and w.c.

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

Dated at Pretoria on this the 7th day of February 1994.

E. M. Eyebers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1324/93.)

NOTICE OF SALES IN EXECUTION

All the sales in execution are to be held at the office of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 10 March 1994 at 10:00, **Nedcor Bank Limited,** Execution Creditor. The hereinafter-mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

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

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

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

Case 8724/92

Judgment Debtors: **Sekotakota Lucas Maleka** and **Sejabaledi Rosemary Maleka**

Property: Right of leasehold over Erf 1275, Tembisa Extension 4 Township, Registration Division JR, Transvaal, situated at 1275 Tembisa Section, Extension 4.

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

File Ref.: L324/92.

Case 11376/91

Judgment Debtors: **Moloki Daniël Makhura** and **Ngwanamatshela Lilly Makhura**

Property: Right of leasehold over Erf 81, Sethokga Township, Registration Division IR, Transvaal, situated at 81 Sethokga Section, Tembisa.

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

File Ref.: 46/91.

Case 12850/93

Judgment Debtors: **Ramakakatana John Mothupi** and **Ntsoaki Annah Mothupi**

Property: Right of leasehold over Erf 9, Mpho Township, Registration Division IR, Transvaal, situated at 9 Mpho Section , Tembisa.

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

File Ref.: LN3579.

Case 10773/89

Judgment Debtors: **Fanyana Moses Nkosi** and **Nzana Roselina Nkosi**

Property: Right of leasehold over Erf 333, Emfihlweni Township, Registration Division IR, Transvaal, situated at 333 Emfihlweni Section, Tembisa.

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

File Ref.: L403/89.

Case 14220/93

Judgment Debtor: **Malekutu Boy Moba**

Property: Right of leasehold over Erf 580, Moteong Township, Registration Division IR, Transvaal, 580 Moteong Section, Tembisa.

Improvements: Dwelling-house consisting of lounge, two toilets, two bathrooms, three bedrooms, kitchen and dining-room. *Outbuildings:* Consisting of car-port and garage.

File Ref.: LN3618.

Case 6535/92

Judgment Debtors: **Stand 1936 Van Riebeeck CC** and **Jacobus Johannes Koekemoer** en **Gideon Francois Steyn.**

Property: Erf 1936, Van Riebeeckpark Extension 20 township, Registration Division IR, Transvaal, situated at 5 Klapper Avenue, Van Riebeeckpark Extension 20.

Improvements: Dwelling-house consisting of lounge, two toilets, family-/TV-room, two bathrooms, three bedrooms, kitchen, dining-room and study. *Outbuildings:* Consisting of two garages.

File Ref.: L206/92.

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

Case 82136/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Agnes Jansen van Vuuren,** First Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, 142 Struben Street, Pretoria, on 16 March 1994 at 10:00, to the highest bidder:

Certain Section 87, as shown and more fully described on Sectional Plan SS 96/85 in the scheme known as Overton in respect of the land and building situated at Erf 1956, in the Township of Silverton Local Authority, City Council of Pretoria, Registration Division JR, Transvaal, measuring with a floor area of 57 square metres, situated at 604B Overton, corner of De Boulevard and Moreletta Street, Siverton.

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: Flat.

Lounge/dining-room, kitchen, two bedrooms, bathroom and w.c.

Common property facilities: Drying area 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 the 9th day of February 1994.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartourdes/MB/N1109.)

Saak 5409/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG, TRANSVAAL GEHOU TE MIDDELBURG

In die saak tussen **Johannes Jacobus Rousseau,** Eiser, en **Carolane Ellen Kenny,** Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en lasbrief tot uitwinning gedateer 10 November 1993, sal die ondergenoemde eiendom verkoop word in eksekusie 11 Maart 1994 om 11:00, voor die Landdroshof, President Krugerstraat, Middelburg, Transvaal, aan die hoogste bieër:

Deel 15 in die skema bekend as Summerglade, groot 149 tesame met onverdeelde aandeel in die gemeenskaplike eiendom geleë te Gedeelte 102 ('n gedeelte van Gedeelte 30) van die plaas Middelburg Town and Townlands 287, Registrasieafdeling JS, Transvaal, groot 1,7131 (een komma sewe een drie een) hektaar.

1. Die eiendom sal voetstoots verkoop word en sonder reserwe aan die hoogste bieër en sal die verkoping onderhewig wees aan die bepalings van artikel 66 van die Landdroshofwet van 1944, soos gewysig.

2. Die verkoopprys sal betaalbaar wees soos volg:

2.1 10% (tien persent) van die koopprys op die dag van die verkoping.

2.2 Die onbetaalde balans tesame met rente op die balanskoopsom gereken teen 'n koers van 20,75% (twintig komma sewe vyf persent) per jaar, gereken vanaf datum van die verkoping tot datum van registrasie van die eiendom in die naam van die koper sal betaal word of verseker word by wyse van 'n bank- en/of bouverenigingwaarborg binne 21 (een-en-twintig) dae van datum van verkoping.

3. Vendukoste sal betaalbaar wees op die dag van die verkoping en sal as volg bereken word:

5% (vyf persent) van die opbrengs van die verkoping met 'n minimum van R10 (tien rand).

4. Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan dit reeds nou nagegaan word by die kantore van die Balju van die Landdroshof, Totiusstraat, Middelburg Transvaal.

Aldus gedaan en geteken te Middelburg Transvaal op hede die Sewende dag van Februarie 1994.

J. J. Rousseau, vir Rousseau & Coetzee, Posbus 1845, Greenacresgebou 3, Joubertstraat 10A, Middelburg, 1050. (Verw. mnr. Rousseau/hl/RR26/93.)

7751/93

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

In the matter between **Allied Bank,** a Division of ABSA Bank, Plaintiff, and **Johannes Petrus Cornelius Uytenhout,** Defendant

Pursuant to a judgment granted by the above Honourable Court dated 8 October 1993, and a warrant of execution, the undermentioned property will be sold on 18 March 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 684, Van Dyk Park, Boksburg, known as 5 Vaalbos Street, Van Dyk Park, Boksburg, measuring 763 square metres, held under Deed of Transfer T11314/92.

Improvements: Single storey-dwelling with tile roof, consisting of entrance-hall, lounge, dining-room, kitchen, four bedrooms, bathroom, toilet, maids room, outside toilet and garage.

(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 Third day of February 1994.

J. Matthee, for Malherbe, Rigg & Ranwell, Attorneys for Plaintiff, United Building, Second Floor, Commissioner Street, Boksburg. (Tel. 892-2040.) (Ref. COLL/AM/DC2/lo.)

Case 8110/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mfundisi Richard Matukane,** Defendant

On 9 March 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 11264 (formerly Erf 593), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 216 (two hundred and sixteen) square metres, also known as Erf 11264 (formerly Erf 593), 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 propery 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 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 right 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 the 8th day of February 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston, (Tel. 825-1015.) (Ref. MM0436/CMK.)

Case 8633/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mokithe Albert Mbele,** Defendant

On 9 March 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 8292, Tokoza Township, Registration Division IR, Transvaal, measuring 300 (three hundred) square metres, also known as Erf 8292, 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 and bathroom with outbuildings of a similar construction comprising 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 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 if the price and interest shall, within 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.

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.

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 the 8th day of February 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0444/CMK.)

Case 8935/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Victor Mngadi,** First Defendant, and **Sindisiwe Priscilla Mngadi,** Second Defendant

On 9 March 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 11057 (formerly Erf 386), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, also known as Erf 11057 (formerly Erf 386), 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 two 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 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 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 requies 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 the 8th day of February 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0458/CMK.)

Case 8401/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Pakiso John Mohlakoana,** Defendant

On 9 March 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 3013, Tokoza Extension 1 Township, Registration Division IR, Transvaal, measuring 294 (two hundred and ninety-four) square metres, also known as Erf 3013, Tokoza Extension 1, 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 thatch roof comprising three rooms other than kitchen and bathroom with outbuildings of a similar construction comprising three rooms other than kitchen and bathroom with outbuildings of a similar construction comprising servants' 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 16,75% (sixteen 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 10% (ten per centum) 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 8 February 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0439/CMK.)

Case 5526/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Simon Lebopo Mollo,** Defendant

On 9 March 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 11883 (formerly Erf 1212), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 325 (three hundred and twenty-five) square metres, also known as Erf 11883 (formerly Erf 1212), 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 iron 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 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 10% (ten per centum) 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 7 February 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0207/CMK.)

Case 7728/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Sipho Sydney Msawuli,** First Defendant, and **Herbert Sabi Msawuli,** Second Defendant

On 9 March 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 357, Tokoza Township, Registration Division IR, Transvaal, measuring 291 (two hundred and ninety-one) square metres, also known as Erf 357, 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 garage, servants' quarters and toilet (the property has been demolished/partly demolished).

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 10% (ten per centum) 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 8 February 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0432/CMK.)

Case 5126/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Sipho Victor Zwane,** First Defendant, and **Mamaki Emily Zwane,** Second Defendant

On 9 March 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 10991 (formerly Erf 320), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, also known as Erf 10991 (formerly Erf 320), 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, 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 purchaer shall be obliged to pay a deposit of 10% (ten per centum) 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 ransfer 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 8 February 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MZ0010/CMK.)

Case 9398/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **George Shabalala,** Defendant

On 9 March 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 11823 (formerly Erf 1152), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres, also known as Erf 11823 (formerly Erf 1152), 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 iron 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 19,25% (nineteen comma two five per cent) per annum, at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaer shall be obliged to pay a deposit of 10% (ten per centum) 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 ransfer 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 8 February 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MS0148/CMK.)

Case 8616/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mafoni Hezakiah Ngobeni,** Defendant

On 9 March 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 208, Tokoza Township, Registration Division IR, Transvaal, measuring 264 (two hundred and sixty-four) square metres, also known as Erf 208, 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 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 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 10% (ten per centum) 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 ransfer 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 7 February 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MN0131/CMK.)

Case 5567/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Zenzile Vincent Mthabela,** Defendant

On 9 March 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 9392, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres, also known as Erf 9392, 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 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% (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 10% (ten per centum) 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 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 8 February 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0398/CMK.)

Case 14287/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Desmond John Strydom,** First Defendant, and **Margaret Caroline Strydom,** Second Defendant

On 14 March 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:

Portion 6 of Erf 62, Klippoortje Agricultural Lots Township, Registration Division IR, Transvaal, measuring 992 (nine hundred and ninety-two) square metres, also known as 29 Dorsey Road, Lambton Gardens, 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 tiled roof comprising six rooms other than kitchen and bathroom with outbuildings of a similar construction comprising swimming-pool 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 15,75% (fifteen 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 10% (ten per centum) 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 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 8 February 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MS0067/Miss Kent.)

Case 6973/91

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **John Hawthorn McCrorie,** First Defendant, and **Margaret Brittain McCrorie,** Second Defendant

On 14 March 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 te Sheriff wil, 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 391, Elspark Township, Registration Division IR, Transvaal, measuring 1 404 (one thousand four hundred and four) square metres, also known as 19 Egret Street, Elspark, 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 tiled roof comprising five rooms other than kitchen and one and a half bathrooms with outbuildings of a similar construction comprising swimming-pool.

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 20,05% (twenty comma zero 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 10% (ten per centum) 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 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 8 February 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM3866/Miss Kent.)

Case 5859/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nkwekwe Aaron Cindi,** Defendant

On 9 March 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 made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 11668 (formerly Erf 997), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 180 (one hundred and eighty) square metres, also known as Erf 11668 (formerly Erf 997), 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 iron roof comprising two 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 rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21% (twenty-one 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 7 February 1994.

H. R. Jaskolka, Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MC0011/CMK.)

Case 10292/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Badanile Michael Mabunda,** Defendant

On 9 March 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 8410 Tokoza Township, Registration Division IR, Transvaal, measuring 320 (three hundred and twenty) square metres, also known as Erf 8410 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 room 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 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 morgage bond over the property held by the Plaintiff which was 19,25% (nineteen comma two 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, with 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarnatee/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 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 8 February 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0338/CMK.)

Case 5102/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Funeka Phillicious Magaga,** Defendant

On 9 March 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 jugdment of the Court in this action, warrant of execution issued in terms thereof and attachment made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 598, Monise Township, Registration Division IR, Transvaal, measuring 215 (two hundred and fifteen) square metres, also known as Erf 598, Monise, 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 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 Plainiff 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 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.

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 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 7 February 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0385/CMK.)

Case 9056/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Hermans Makhalemele,** Defendant

On 9 March 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 2115 (formerly Erf 751), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 2115 (formerly Erf 751), 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.

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 17,25% (seventeen comma two 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 10% (ten per centum) 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 (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.

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 the 7th day of February 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0456/Miss Kent.)

Case 1964/92

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Thembinkosi Patrick Mandlathi,** Defendant

On 9 March 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 8665, Tokoza Township, Registration Division IR, Transvaal, measuring 322 (three hundred and twenty-two) square metres, also known as Erf 8665, 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 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 22% (twenty-two 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 10% (ten per centum) 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 (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.

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 the 8th day of February 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0147/CMK.)

Case 7624/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Gladys Radebe,** Defendant

On 9 March 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 1915 (formerly Erf 813), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 268 (two hundred and sixty-eight) square metres, also known as Erf 1915 (formerly Erf 813), 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 as 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 10% (ten per centum) 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 (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.

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 the 8th day of February 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MR0025/CMK.)

Saak 4030/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Boland Bank Beperk,** Eksekusieskuldeiser, en **Francis Michael Delaney,** Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 16 Junie 1993 en 'n lasbrief vir eksekusie gedateer 11 Augustus 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroshofkantoor, Harpurlaan, Benoni, op Woensdag, 23 Maart 1994 om 11:00:

Hoewe 58, Lilyvale-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 1,7486 (een komma sewe vier agt ses) hektaar, geleë te Hoewe 58, Lilyvale-landbouhoewes.

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

Vernaamste voorwaardes van verkoping:

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

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

3. Koopprys is soos volg betaalbaar:

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

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

Gedateer te Benoni hierdie 7de dag van Februarie 1994.

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

Case 14901/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mahene Isaac Makhonya Rosalina,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, on 9 March 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, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 3121, Kagiso Township, Krugersdorp, Registration Division IQ, Transvaal, measuring 260 (two hundred and sixty) square metres, situated at Erf 3121, Hillsview Kagiso Township, Krugersdorp.

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.

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 R200 (two hundred rand).

Signed at Johannesburg on the 26th day of January 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M23487/PC.)

Case 21410/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nathane Lefa George,** First Defendant, and **Nathane Caroline Sonto,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, on 9 March 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 12213, Kagiso Extension 6 Township, Registration Division IQ, Transvaal, measuring 408 (four hundred and eight) square metres, situated at Erf 12213, Kagiso Extension 6 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of two bedrooms, bathroom, lounge 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 R200 (two hundred rand).

Signed at Johannesburg on the 26th day of January 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N22069/PC.)

Case 21662/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mathebula Shikukutso Obed,** First Defendant, and **Mathebula Elizabeth Malapodisa,** 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, at the salerooms of the Sheriff, 182, Progress Avenue, Technikon, Roodepoort, on 11 March 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, at the salerooms of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

Erf 3588, Dobsonville Township, Roodepoort Registration Division IQ, Transvaal, measuring 275 (two hundred and seventy-five) square metres, situated at 3588 Matlala Drive, Dobsonville Township, District of Roodepoort.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, four bedrooms, lounge, kitchen and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 26th day of January 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M22133/PC.)

Case 31996/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Bota Mninane Nicolas,** First Defendant, and **Bota Nombeko Elizabeth,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the salesrooms of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 11 March 1994 at 10:00, of the undermentioned property of the Defendant on the Conditions to be read out by the auctioneer at the salesrooms of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9236, Dobsonville Extension 3 Township, District of Roodepoort, Registration Division IQ, Transvaal, measuring 240 (two hundred and forty) square metres, situated at Erf 9236, Dobsonville Extension 3 Township, District of Roodepoort.

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

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 26th day of January 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. B25401/PC.)

Case 31997/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Kganyago Moses,** 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 salerooms of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 11 March 1994 at 10:00, of the undermentioned property of the Defendant, on the conditions to be read out by the auctioneer at the salerooms of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, priot to the sale:

All right, title and interest in the leasehold in respect of Erf 8833, Dobsonville Extension 3 Township, District of Roodepoort, Registration Division IQ, Transvaal, measuring 1396 (one thousand three hundred and ninety-six) square metres, situated at Erf 8833, Dobsonville Extension 3 Township, District of Roodepoort.

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

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 25th day of January 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. K25399/PC.)

Case 16165/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Dlamini Alpheus,** First Defendant, and **Dlamini Nomthandazo Cynthia,** 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, prior to the sale.

Erf 19788, Meadowlands Township, Registration Division IQ, Transvaal, measuring 185 (one hundred and eighty-five) square metres, sitauted at 722B Odendaar Road, Zone 5 Meadowlands Township.

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

Dwelling under tiled roof, dining-room, kitchen, bathroom. Outbuildings: Single garage 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneers charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand), minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 1st day of February 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. D23632/PC.)

Case 19171/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mathe Mashila Johannes,** First Defendant, and **Mathe Matlhapi 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 March 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 892, Chiawelo Township, Registration Division IQ, Transvaal, measuring 258 (two hundred and fifty eight) square metres, situated at Erf 892, Chiawelo Township.

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

Dwelling under asbestos roof, two bedrooms and lounge.

The property is zoned Residential.

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

Auctioneers charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand), minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 2nd day of February 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M17900/PC.)

Case 28356/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Kgaleng Ranale Cleopas,** First Defendant, and **Kgaleng Mamakgowa Agnes,** 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, 8 Park Street, Kempton Park, on 10 March 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, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 454, Leboeng Township, Tembisa, Registration Division IR, Transvaal, measuring 270 (two hundred and seventy) square metres, situated at Erf 454, Leboeng Township, Tembisa.

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

Dwelling consisting of dining-room, kitchen, three bedrooms, bathroom, and toilet. Outbuilding: A 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneers charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand), minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 2nd day of February 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. K17934/PC.)

Case 31236/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Maboyana Christopher,** First Defendant, and **Maboyana Noti Mary,** 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, 182 Leeuwpoort Street, Boksburg, on 11 March 1994 at 11:15, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 2207, Vosloorus Township, Registration Division IR, Transvaal, measuring 275 (two hundred and seventy-five) square metres, situated at 2207 Dubazana Street, Vosloorus Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

Terms: 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank 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 R200 (two hundred rand).

Signed at Johannesburg on this the 31st day of January 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M24775/PC.)

Saak 21261/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** voorheen bekend as Saambou-Nasionale Bouvereniging Beperk, Eiser, en **Mmadikgathi Letty Ngobeni,** Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof, op 4 Januarie 1994 en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 11 Maart 1994 om 11:00, by die kantoor van die Balju, Soshanguve, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder verkoop word:

Sekere reg, titel en belang in die eiendom bekend as Erf 2529, Blok GG, Soshanguve, groot 600 (seshonderd) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag 2569/90.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit een verdieping naamlik: Sitkamer, drie slaapkamers, kombuis, badkamer en waskamer sonder geriewe.

Die wenslike verkoopvoorwaardes is:

(a) Die verkoping sal per openbare veiling aan die hoogste bieder verkoop word sonder reserwe.

(b) Onmiddellik na die verkoping sal die koper die verkoopvoorwaardes onderteken, wat ter insae is te die kantoor van die Balju van die Hof, Soshanguve.

(c) Die koper sal alle nodige bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende alle oordragskostes, oordrag belasting, munisipale belasting, belasting, lisensies, sanitêre koste, rente, ens.

(d) Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant by ondertekening van die verkoopvoorwaardes betaal, die balans betaalbaar by transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju van die Hooggeregshof, binne 14 (veertien) dae na die verkoping verstrek te word.

(e) Die koper moet die afslaersgelde op die dag van die verkoping betaal.

Die volledige verkoopvoorwaardes lê ter insae te die kantoor van die Balju, Soshanguve.

Geteken te Pretoria hierdie 8ste dag van Februarie 1994.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/Marie/R9394.)

Saak 63549/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Barkhuizen CC,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 4 November 1993, sal die onderstaande eiendom op 10 Maart 1994 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit: Erf 156, geleë in die Suiderberg-dorpsgebied, Registrasieafdeling JR, Transvaal, bekend as Diamond Hillstraat 819, Suiderberg. Gesoneer vir 'n woonhuis.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, toilet, badkamer, twee slaapkamers, bediende toilet en teëldak.

Verbandhouer(s): ABSA Bank, 20ste Verdieping, Volkskasgebou, Van der Waltstraat 230, Pretoria.

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

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 31ste dag van Januarie 1994.

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

Saak 47894/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Satvas Prop. Inv. Pty Ltd,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 21 September 1993, sal die onderstaande eiendom op 3 Maart 1994 om 10:00, te die kantoor van die Balju, Pretoria-Suid, Strubenstraat 142, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 722, geleë in die Erasmia-dorpsgebied, Registrasieafdeling JR, Transvaal, bekend as Willem Erasmusstraat 393, Erasmia, gesoneer vir besigheidsdoeleindes.

Beskrywing: Onbeboude erf.

Verbandhouer(s): Geen.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Suid, Hoewe 83, hoek van Gerhardt en Weslaan, Lyttelton-landbouhoewes, Pretoria.

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

Gedateer te Pretoria op hede die 9de dag van Februarie 1994.

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

Saak 6739/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** h/a United Bank, Eiser, en **N. L. Joubert,** Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort, (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 11 Maart 1994 om 11:00, volgens voorwaardes wat nou by die kantore van die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (ou Warmbadpad, Bon Accord), ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

(a) Deel 22 (twee-en-twintig) soos aangetoon en volledig beskryf op Deelplan SS69/81, in die skema bekend as Alitrahof, ten opsigte van die grond en geboue geleë te Erf 767, Pretoria-Noord-dorpsgebied, Plaaslike Bestuur, Stadsraad, Pretoria, van welke deel die vloeroppervlakte volgens voormelde Deelplan 54 (vier-en-vyftig) vierkante meter groot is; en;

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken.

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST108169/92.

Hierdie eiendom is geleë te Alitrahof-woonstelle 22, Burgerstraat 283, Pretoria-Noord.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme:

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 waarborge 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 8ste dag van Februarie 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/an/A760.)

Saak 18988/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** h/a Allied Bank, Eiser, en **Phuti Barnard Dinyaka,** Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort, (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 11 Maart 1994 om 11:00, volgens voorwaardes wat nou by die kantore van die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (ou Warmbadpad, Bon Accord), ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 292, Moretele View-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 350 (driehonderd-en-vyftig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL35442/90.

Hierdie eiendom is geleë te Moretele View 292, Mamelodi.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, gesinskamer, eetkamer, kombuis, twee slaapkamers en badkamer.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme:

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 waarborge 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 8ste dag van Februarie 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/an/A748.)

Saak 2612/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Stadsraad van Vereeniging,** Eksekusieskuldeiser, en **L. J. van Zyl,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 25 September 1992, in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Landdroshof, Vereeniging te Beaconsfieldlaan 41A, op 11 Maart 1994 om 10:00, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde geregsbode:

Sekere Erf 210, Sonlandpark, in die voorstad Vereeniging, Registrasieafdeling IQ, Transvaal, groot 996 (nege nege ses) vierkante meter, ook bekend as Trutelaan 18, Sonlandpark, Vereeniging.

Beskrywing van eiendom: Na bewering is die eiendom in goeie toestand maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaersgelde (minimum R50) in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank, bougenootskap of ander aanvaarbare waarborg wat aan die geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 23% (drie-en-twintig persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, Nedperm in wie se guns verbande oor die eiendom geregistreer is.

Geteken: 4 Februarie 1994.

Snijman & Smullen, Prokureur vir Eksekusieskuldeiser, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging. (Verw. mev. Jacobs.)

Case 6996/91

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

In the matter between **Homemakers Fair,** Plaintiff, and **J. H. Reyneke,** Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston and warrant of execution dated 4 November 1991, the property listed herein will be sold in execution on 28 March 1994 at 10:00, at the offices of the Sheriff Magistrate's Court, Germiston, to the highest bidder:

Erf 405, Germiston South Township, Registration Division IR, Transvaal, situated at 3 Spruit Street, Germiston South, measuring 949 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 consisting of lounge, dining-room, kitchen, two bedrooms, bathroom, two toilets and fence.

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, Germiston.

Wright Rose-Innes, Allied Building Society, 170 Meyer Street, Germiston. (Ref. Mrs Foure.)

Saak 3313/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **B. Ntakwende N.O.,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 24 September 1993, toegestaan is op 11 Maart 1994 om 10:00, te Landdroshof, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 1118, geleë in die dorpsgebied Lynnville, Registrasieafdeling JS, Transvaal, groot 260 (twee ses nul) vierkante meter, gehou kragtens Akte van Transport TL26146/90.

Straatadres: Tshakastraat.

Die eiendom is as volg verbeter (nie gewaarborg): 'n Woonhuis met drie slaapkamers, kombuis, sitkamer, twee badkamers, eetkamer en motorhuis.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 32 van 1944, is die koop sonder reserve 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 òf die kontantgeld betaal, òf 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 3de dag van Februarie 1994.

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

Case 10134/92

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

In the matter between **Body Corporate Eerstehof,** Plaintiff, and **S. Collins,** Defendant

Notice is hereby given that in terms of a warrant of execution issued in the above-mentioned Court, on 27 November 1992, the following property being:

A Unit consisting of Section 12 as shown and more fully described on Sectional Plan SS89/84, in the scheme known as Eerstehof, in respect of the land and building or buildings situated at Casseldale Township, Springs Local Authority, of which section the floor area, according to the said Sectional Plan is: 39 square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan (situated at 8 Sackville Road, Casseldale, Springs), will be sold on 18 March 1994, at the offices of the Sheriff for the Magistrate's Court, Fourth Street, Springs, to the highest bidder. The sale will take place at 15:00.

Conditions of sale:

Payment of the purchase price will be by way of a cash deposit in the sum of 10% (ten per cent) of the purchase price on the date of sale, and the balance to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days of date of the sale. The conditions of sale will lie for inspection with the Sheriff for the Magistrate's Court prior to the sale for perusal by all interested parties.

Dated at Springs on this the 8th day of February 1994.

P. de Jager, for De Jager Kruger & Van Blerk, Second Floor, Sanlam Centre, Fourth Street, Springs; P.O. Box 1078 or 835, Springs. (Tel. 812-1455/6/7/8.)

Saak 1678/90

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Trustbank, Eksekusieskuldeiser, en **G. T. Fourie,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof, en 'n lasbrief tot eksekusie gedateer 27 April 1990, sal hierdie ondervermelde eiendom geregtelik verkoop word op 25 Maart 1994 om 11:00, voor die Landdroskantoor te Groot Marico, aan die persoon wie die hoogste aanbod maak, nl:

Een: Restant van die plaas Magozastad 248, Registrasieafdeling JP, Transvaal, groot 169,3421 (een honderd nege en sestig komma drie vier twee een) hektaar, gehou kragtens Akte van Transport T30195/1984.

Twee: Gedeelte 9, van die plaas Magozastad 248, Registrasieafdeling JP, Transvaal, groot 2,4440 (twee komma vier vier vier nul) hektaar, gehou kragtens Akte van Transport T30195/1984.

Drie: Gedeelte 10, van die plaas Magozastad 248, Registrasieafdeling JP, Transvaal, groot 3,8215 (drie komma agt twee een vyf) hektaar, gehou kragtens Akte van Transport T30195/1984.

Vier: Gedeelte 11, van die plaas Magozastad 248, Registrasieafdeling JP, Transvaal, groot 85,4876 (vyf en tagtig komma vier agt sewe ses) hektaar, gehou kragtens Akte van Transport T30195/1984, onderhewig aan alsodanige voorwaardes as wat in die gemelde Aktes vermeld staan of na verwys word.

Verbeterings: Woonhuis en buitegeboue.

Die verkoopvoorwaardes, wat onmiddellik voor die verkoping gelees sal word lê ter insae in die kantoor van die Balju, Groot Marico. Die belangrikste voorwaardes daarin vervat is die volgende: Caveat 1 3196/1974 C is teen die eiendom genoteer en bepaal dat die resterende gedeelte van Gedeelte 9 en resterende gedeelte van Gedeelte 10 en resterende gedeelte van Gedeelte 11 en die Restant van die plaas Magozastad, nie afsonderlik vervreem mag word kragtens regulasie 27 (2) van Wet 47 van 1937, sonder die voorlegging van aparte kaarte soos beoog in voornoemde regulasie nie.

Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die Verbandhouers (indien enige) soos uiteengesit in die verkoopvoorwaardes wat ter insae lê by die kantore van die Balju, Groot Marico, by die Klerk van die Hof, Rustenburg, en by die Eiser se prokureurs, Breytenbach, Prinsloo Ingelyf, Eerste Verdieping, Sanlamsentrum, Boomstraat, Rustenburg.

Geteken te Rustenburg op hede die 8ste dag van Februarie 1994.

Breytenbach Prinsloo Ingelyf, Eerste Verdieping, Sanlamsentrum, Boomstraat; Posbus 75, Rustenburg. (Verw. mnr. Breytenbach/ACD/TF.7.)

Case 34058/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Gelnev Properties CC** (No. CK93/03275/23), 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 March 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 189, Cyrildene Township, Registration Division IR, Transvaal.

Situation: 30 Glanville Avenue, Cyrildene, Johannesburg.

Area: 1 442 (one thousand four hundred and forty-two) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom with separate toilet, kitchen, lounge, dining-room, garage/ store-room, four carports, swimming-pool, under tiled roof, two staff quarters with outside ablutions, brick and concrete driveway; enclosed with precast and brick walls.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000, and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 8th day of February 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR333E/mgh/tf.)

Case 00425/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Motion Property CC** (CK90/20828/23), 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 March 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 382, Parkwood Township, Registration Division IR, Transvaal, situation 41 Sussex Road, Parkwood, Johannesburg, area 1 182 (one thousand one hundred and eighty-two) square metres.

Improvements (not guaranteed): Four bedrooms, dressing room, two bathrooms, kitchen, lounge, dining-room, family room, two garages/store-room with bathroom, under slate and iron roof, staff quarters with outside ablutions, paved driveway and enclosed with brick walls.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per centum) of the purchase price *or* (ii) 10% (ten per centum) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 8th day of February 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142) (Ref. RK004E/mgh/tf.)

Case 33221/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Basson, Frederick Christiaan,** 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 March 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 128, Montclare Township, Registration Division IQ, Transvaal, situation 20 Elma Street, Montclare, Johannesburg, area 316 (three hundred and sixteen) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom with separate toilet, kitchen, lounge, under iron roof and enclosed with wire fencing.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per centum) of the purchase price *or* (ii) 10% (ten per centum) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 7th day of February 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142) (Ref. GT008E/mgh/tf.)

Case 33909/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Van Loggerenberg, Petronella Johanna,** 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, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 11 March 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 409, Groblerpark Extension 28 Township, Registration Division IQ, Transvaal, situation 391 Rooibekkie Avenue, Groblerpark Extension 28, area 750 (seven hundred and five) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, garage/store-room, under tiled roof, outside ablutions, enclosed with precast and brick walls.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per centum) of the purchase price *or* (ii) 10% (ten per centum) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 8th day of February 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142) (Ref. GT13E/mgh/tf.)

Case 2305/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Thulo: Magdeline Rose,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Alberton, at Johriahof, 4 Du Plessis Street, Alberton, on Wednesday, 16 March 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale.

Certain: All the right, title and interest in the leasehold in respect of Site 1690, Tshongweni Township, Registration IR, Transvaal, situation 1690 Tshongweni Section, Katlehong, area 284 (two hunderd and eighty-four) square metres.

Improvements (not guaranteed): Two bedrooms, kitchen, bathroom, dining-room, brick driveway and under iron roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser of either (i) 10% (ten per cent) of the puchase 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 charge of R100.

Dated at Johannesburg on this the 7th day of February 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NG283E/mgh/tf.)

Case 20810/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Julius Herman Wentzel,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, Pretoria Central, at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 15 March 1994 at 10:00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at Messcor House, 30 Margaretha Street, Pretoria.

A. Unit 70, as shown and more fully described on Sectional Plan SS265/1984, in the building or buildings known as Newport, situated at Erf 786, Pretoria, of which the floor area according to the said sectional plan is 62 (sixty-two) square metres in extent, known as Flat 510, New Port, 210 Scheiding Street, Pretoria.

B. An undivided share of the common property in the land and building or buildings as shown or 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 virtue of Certificate of Registered Sectional Title ST265/1984(70) (Unit).

The following information is furnished with regard to improvements on the property, although nothing in this respect is guaranteed: Sectional title unit (a flat) comprising kitchen, lounge, bedroom and bathroom/toilet.

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

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

Dated at Pretoria on this the 7th day of February 1994.

D. Frances, for Hack, Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria; P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] [Ref. D. Frances/JD GT1176(A).]

Case 14749/93
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IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of South Africa Limited,** Plaintiff, and **Beck, Reginald, Lionel,** Defendant

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

Erf 1061, Turffontein (Johannesburg) Township, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five) square metres, held under Deed of Transfer T4681/93, situated at 29 Tramway Street, Turffontein, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Main building:* Detaches single dwelling, five rooms plus large cellar, kitchen, and one and a half bathrooms. Brick and plaster painted. Floors consist of concrete, tiles and carpets. Steel and rhinoboard ceilings. Pitched roof with harley tiles. *Outbuildings:* Outbuilding consists of a single garage, servant's room, kitchen, full bathroom, brick, plaster and painted. Flat corrugated iron roof.

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

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

Dated: 26 January 1994.

Lazzara-Leicher, Plaintiff's Attorneys, Second Floor, Balloon House, 39 Vorster Avenue, Glananda, Johannesburg; P.O. Box 2165, Southdale, 2165. (Tel. 432-3834.) (Ref. Mr Lazzara/gg/F90.)

Case 5010/91

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

In the matter between **E P Building Society,** Plaintiff, and **James Kenneth Downey,** Defendant

In pursuance of a warrant of execution dated 21 April 1993, the following will be sold by public auction, voetstoots, and without reserve to the highest bidder on Wednesday, 9 March 1994 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

Erf 1983, Extension 3, Crystal Park, Benoni, Registration Division IR, Transvaal, measuring 812 (eight hundred and twelve) square metres, held by the mortgagor under Deed of Transfer T24411/86, situated at 13 Swallow Crescent, Crystal Park, Benoni.

Improvements: Single storey detached dwelling, measuring 140 square metres, being lounge, family room, kitchen, three bedrooms, en-suite bathroom, and bathroom. Outbuildings measuring 42 square metres, being two garages and w.c., water-borne sewerage, municipal electricity and water, tiled roof, brick external walls and carpeted floors.

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 within 14 (fourteen) days, shall be paid or by a bank or building society guarantee.

2. *Conditions of sale:* The full conditons of sale may be inspected at the Sheriff of the Magistrate's Court Office, Benoni.

Dated: 7 February 1994.

M. M. Weiner, Attorney for Plaintiff, First Floor, Suite 5, CJS Centre, 80 Woburn Avenue, Benoni; P.O. Box 661, Benoni, 1500. (Tel. 421-6101/2/3.)

Saak 6078/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Perm,** 'n afdeling van Nedcor Bank Beperk, Eksekusieskuldeiser, en **C. E. Kenny,** Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof van Middelburg, en 'n lasbrief vir eksekusie gedateer 13 Januarie 1994, sal die vaste eiendom hieronder genoem, in eksekusie verkoop word op 11 Maart 1994 om 10:30, voor die adres van die eiendom te Summergladewoonstelle 15, Frewinstraat, Clubville, Middelburg, Transvaal:

Gedeelte 15, soos aangedui en meer volledige beskryf in Deelplan SS615/1992 in die skema bekend as Summerglade, ten opsigte van die grond en gebou of geboue geleë te Gedeelte 102 ('n gedeelte van Gedeelte 30), van die plaas Middelburg, Dorp en Dorpsgrond 287, Registrasieafdeling JS, Transvaal, Stadsraad van Middelburg, van welke gedeelte die vloeroppervlakte, volgens die gemelde Deelplan 149 (eenhonderd nege-en-veertig) vierkante meter groot is, gehou kragtens Akte van Transoport ST8166/93.

Die eiendom, synde 'n woonstel, word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belastings 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- en/of bouverenigingwaarborg binne 30 (dertig) dae na verkoping.

Geteken te Middelburg op die 7de dag van Februarie 1994.

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

Saak 1320/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

In die saak tussen **Johan George Viljoen,** Eiser, en **J. J. Steyn,** Verweerder

In opvolging van vonnis en lasbrief vir eksekusie in die Landdroshof van Fochville, gedateer 15 November 1993, word die ondergenoemde eiendom in eksekusie verkoop op Vrydag, 11 Maart 1994 om 10:00, te die kantore van die Landdroshof te Fochville, op hoek van Kerk- en Losbergstraat, Fochville, aan die hoogste bieder:

Gedeelte 7 van Erf 990, geleë in die dorp Fochville, Registrasieafdeling IQ, Transvaal, groot 4 598 (vierduisend vyfhonderd agt-en-negentig) vierkante meter.

Voorwaardes: 10% (tien persent) van die koopprys 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 (een-en-twintig) dae daarna.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju van die Landdroshof, Vyfde Straat 71, Fochville, nagesien word.

J. G. Viljoen, vir Viljoen & Van Blerk, Funchalgebou 4, Kerkstraat 58, Fochville, 2515.

Case 1320/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF POTCHEFSTROOM HELD AT FOCHVILLE

In the matter between **Johan George Viljoen,** Plaintiff, and **J. J. Steyn,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Fochville, and writ of execution dated 15 November 1993, the following property will be sold in execution on Friday, 11 March 1994 at 10:00, at the office of the Magistrate's Court, corner of Kerk and Losberg Avenue, Fochville, to the highest bidder, viz:

Portion 7 of Erf 990, situated in the Town Fochville, Registration Division IQ, Transvaal, measuring 4 598 (four thousand five hundred and ninety-eight) square metres.

Terms: 10% (ten per cent) of the purchase price 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 21 (twenty-one) days thereafter.

The conditions of sale may be inspected during office hours at the office of the Sheriff of the Magistrate's Court, 71 Fifth Street, Fochville.

J. G. Viljoen, for Viljoen & Van Blerk, 4 Funchal Building, 58 Kerk Street, Fochville, 2515.

Case 28885/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Marais, Johann,** Defendant

In pursuance of a judgment in the above Honourable Court, against the above-mentioned Defendant and a warrant of execution issued on 2 August 1993, a sale without reserve of the following property will be held in ront of the Magistrate's Court, Van Zyl Smit Street, Oberholzer, on 4 March 1994 at 10:00, viz:

Description: Portion 36, of the farm Welverdiend 24, Registration Division JS, Transvaal, measuring 70,6491 (seventy comma six four nine one) hectares, held by Deed of Transfer T84496/91.

Improvements (Nothing is this respect is guaranteed):

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

Auctioneer's charges on the day of the sale, to be calculated as follows: 5% (five percent) on the proceeds of the sale up to a price of R10 000 (ten thousand rand) and thereafter 2,5% (two and a half per cent) up to a maximum fee of R5 000 (five thouand rand). Minimum charges R20 (twenty rand).

The conditions of sale may be inspected during office hours at the office of the Sheriff, Oberholzer, in front of the Magistrate's Court, Van Zyl Smit Street, District of Oberholzer.

Dated at Johannesburg on 9 February 1994.

Bell Dear & Hall, Plaintiff's Attorneys, 20th Floor, 78 Fox Street, Johannesburg. (Tel. 838-8830.) (Ref. Mr Leontsinis/mdf/33807.)

Case 28885/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Marais, Johann,** Defendant

In pursuance of a judgment in the above Honourable Court against the above-mentioned Defendant and a warrant of execution issued on 2 August 1993 a sale without reserve of the following property will be held in front of the Magistrate's Court, Van Zyl Smit Street, Oberholzer, on 4 March 1994 at 10:00, *viz:*

Description: Portion 10 of the farm Welverdiend 24, Registration Division JS, Transvaal, measuring 85,6532 (eighty-five comma six five three two) hectares, held by Deed of Transfer T84496/91.

Improvements (nothing in this respect is guaranteed).

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

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

5% (five per centum) on the proceeds of the sale up to a price of R10 000 (ten thousand rand) and thereafter 2,5% (two and a half per centum) up to a maximum fee of R5 000 (five thousand rand). Minimum charges R20 (twenty rand).

The conditions of sale may be inspected during office hours at the office of the Sheriff, Oberholzer, in front of the Magistrate's Court, Van Zyl Smit Street, District of Oberholzer.

Dated at Johannesburg on 9 February 1994.

Bell Dewar & Hall, Plaintiff's Attorneys, 20th Floor, 78 Fox Street, Johannesburg. (Tel. 838-8830.) (Ref. Mr Leontsinis/mdf/33807.)

Saak 9835/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Daniel Stoltz, Jan Carel Kruger** en **Elsabé Kruger,** Verweerders

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore in eksekusie verkoop op 4 Maart 1994 om 10:00, te Leaskstraat 23, Klerksdorp, is:

Erf 1 van Erf 21, geleë in die dorp Wilkoppies, Registrasieafdeling IP, Transvaal, groot 900 (negehonderd) vierkante meter, gehou kragtens Akte van Transport T4457/89, bestaande uit onbeboude erf.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju, te Leaskstraat 23, Klerksdorp, en van die vernaamste voorwaardes van verkoping is:

1. Dat 'n deposito van 10% (tien persent) van die koopprys is onmiddellik in kontant betaalbaar.

2. Die balans koopprys met rente daarop teen 20% (twintig persent) per jaar, moet gewaarborg word binne 14 dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 1ste dag van Februarie 1994.

D. J. Lindemann, vir Erasmus Jooste, Eiser se Prokureurs, Joostegebou, Siddlestraat 49, Klerksdorp, 2570. (Verw. mnr. Lindemann/mej. Stoltz.)

Saak 2193/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Molaoa Phillip Matenane, Moratuwa,** en **Elsie Matenane,** Verweerders

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore in eksekusie verkoop op 4 Maart 1994 om 09:00, te Campionstraat 25, Orkney, is:

Erf 4965, geleë in die dorp Kanana-uitbreiding 3, Registrasieafdelig IP, Transvaal, groot 300 (driehonderd) vierkante meter, gehou kragtens Akte van Transport T80880/91, bestaande uit drie slaapkamers, sitkamer, badkamer met toilet en kombuis met opwas.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Campionstraat 25, Orkney, en van die vernaamste voorwaardes van verkoping is:

1. Dat 'n deposito van 10% (tien persent) van die koopprys is onmiddellik in kontant betaalbaar.

2. Die balans koopprys met rente daarop teen 19,75% (negentien komma sewe vyf persent) per jaar, moet gewaarborg word binne 14 dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 1ste dag van Februarie 1994.

D. J. Lindemann, vir Erasmus Jooste, Eiser se Prokureurs, Joostegebou, Siddlestraat 49, Klerksdorp, 2570. (Verw. mnr. Lindemann/mej. Stoltz.)

Saak 9702/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Frederick Short,** en **Magdalena Catharina Petronella Christina Short,** Verweerders

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore in eksekusie verkoop op 4 Maart 1994 om 10:00, te Leaskstraat 23, Klerksdorp, is:

Erf 472, geleë in die dorp Neserhof-uitbreidig 1, Registrasieafdeling IP, Transvaal, groot 1 207 (eenduisend tweehonderd en sewe) vierkante meter, gehou kragtens Akte van Transport T76197/92, bestaande uit drie slaapkamers, voorportaal, sitkamer, eetkamer, gesinskamer, aantrekkamer, badkamer met toilet, badkmer en aparte toilet, kombuis met opwas en twee motorhuise met toilet.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Leaskstraat 23, Klerksdorp, en van die vernaamste voorwaardes van verkoping is:

1. Dat 'n deposito van 10% (tien persent) van die koopprys is onmiddellik in kontant betaalbaar.

2. Die balans koopprys met rente daarop teen 16% (sestien persent) per jaar, moet gewaarborg word binne 14 dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 1ste dag van Februarie 1994.

D. L. Lindemann, vir Erasmus Jooste, Eiser se Prokureurs, Joostegebou, Siddlestraat 49, Klerksdorp, 2570. (Verw. mnr. Lindemann/mej. Stoltz.)

Case 7763/93

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

In the matter between **First National Bank,** Plaintiff, and **K. G. Neophytou,** Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 30 November 1993 and subsequent warrant of execution the following property will be sold in execution at the Sheriff's Office, Springs, on 25 March 1994 at 15:00, namely:

Erf and township: Erf 1437, Springs Extension Township, held by Deed of Transfer T22850/1984, measuring 495 square metres. Registration IR, Transvaal, known as 56 Main Avenue, Extension 1559, Springs.

Description of property: Iron roof, plastered walls, kitchen, two bedrooms, lounge, bathroom, garage and outside rooms.

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

Dated at Springs on this the 4th day of February 1994.

B. Cooper, for Ivan Davies Theunissen, IDT Building, P.O. Box 16, Docex 6, Springs. (Ref. Mr Ashton/NK/DN1683.)

Saak 3651/91

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Oostelike Provinsie Bouvereniging,** Eiser, en **Du Preez Marthinus Jacobus Stefanus,** Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof, gedateer 5 Februarie 1992 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 25 Maart 1994 om 09:00, te die Landdroskantore, Kerkstraat, Nigel, geregtelik verkoop sal word, naamlik:

Hoewe 34, Spaarwater, ook bekend as Hoewe 34, Spaarwater, Nigel, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Kerkstraat 69, Nigel, ter inae lê en behels onder andere die volgende:

1. Tien persent (10%) van koopsom op datum van veiling.

2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.

3. Besit onderhewig aan enige huurkontrak.

4. Reserwe prys wat op veiling aangekondig sal word.

Gedateer te Nigel op hede die 7de dag van Februarie 1994.

Brits Pretorius Kruger & Coetzer Inc., Tweede Laan 35, Nigel, 1490, Posbus 467, Nigel, 1490. [Tel. (011) 739-2445.] (Verw. AP/D1026.)

Inventaris van beslaglegging

Item beskrywing: Hoewe 34, Spaarwater, tipe huis: baksteengebou, dak: Sink, kombuis, sitkamer, TV-kamer, badkamer, toilet, slaapkamer, omheining: Draad, twee buitekamers, Evkom-krag en toegeruste boorgat.

Balju, Posbus 20, Nigel, 1490.

Saak 717/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Eerste Nasionale Bank,** Eiser, en **Olwage, W. S.** en **mev. Y.,** Verweerders

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof, gedateer 2 Augustus 1993 en daaropvolgende lasbrief vir eksekusie, die hierna gemelde eiendom op 25 Maart 1994 om 09:00, te die Landdroskantore, Kerkstraat, Nigel, geregtelik verkoop sal word, naamlik:

Erf 1551, Nigel-uitbreiding 2, Registrasieafdeling IR, Transvaal, ook bekend as Kingsway 41, Nigel.

Erf 1551, Nigel-uitbreiding 2, Nigel, Registrasieafdeling IR, Transvaal.

Tipe huis: Steengebou. Dak: Plat dak. Kombuis, eetkamer, sitkamer, TV-kamer, badkamer, twee toilette en drie slaapkamers. Omheining: Beton en steen. Twee garages. Buitekamer: Toilet. Ingebuide kaste: Kombuis en kamers. Volvloermatte en waskamer.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Kerkstraat 69, Nigel, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van koopsom op datum van veiling.

2. Balans koopsom plus rente binne 14 (veertien) dae vanaf datum van veiling.

3. Besit onderhewig aan enige huurkontrak.

4. Reserweprys wat op veiling aangekondig sal word.

Gedateer te Nigel op hede die 8ste dag van Februarie 1994.

Brits Pretorius Kruger & Coetzer Inc., Tweede Laan 35, Nigel; Posbus 467, Nigel, 1490. [Tel. (011) 739-2445.] (Verw. AP/E537.)

Saak 1174/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Eerste Nasionale Bank,** Eiser, en **B. J. J. van Rensburg,** Verweerder

Neem kennis dat kragtens 'n vonnis van die bogemelde Agbare Hof soos gegee op 31 Desember 1993, sal 'n verkoping gehou word te die Landdroskantoor, President Krugerstraat, Middelburg, op 4 Maart 1994 om 10:00, deur die Balju, Middelburg, van onderstaande eiendom onderworpe aan die voorwaardes wat deur die vendusie-afslaer gelees sal word tydens die verkoping, welke voorwaardes by die kantoor van die Balju, Middelburg, voor die verkoping geïnspekteer kan word:

Sekere Gedeelte 2 van Erf 3958, geleë in die dorp Middelburg-uitbreiding 11, Registrasieafdeling JS, Transvaal, groot 4 484 (vier vier agt vier) vierkante meter, gehou onder Akte van Transport T1371/90, onderhewig aan die voorwaardes daarin vervat.

Terme:

1. Tien persent (10%) van die verkoopprys in kontant op die datum van verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 30 (dertig) dae vanaf datum van verkoping verskaf word.

2. Verdere voorwaardes is beskikbaar by die kantore van Wynand Prinsloo, Markstraat 19, Posbus 810, Middelburg.

Geteken te Pretoria op hierdie 9de dag van Februarie 1994.

Wynand Prinsloo, Markstraat 19, Posbus 810, Middelburg.

Saak 1223/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HEIDELBERG GEHOU TE HEIDELBERG

In die saak tussen **Nedcor Bank Limited,** Eiser, en **Lolo Simon Mosia,** Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bogemelde Agbare Hof die onderstaande eiendom, te wete:

Erf 128, Magagula Heights, Heidelberg, Registrasieafdeling IR, Transvaal, groot 377 (driehonderd sewe-en-sewentig) vierkante meter, in eksekusie verkoop sal word op Vrydag, 4 Maart 1994 om 09:00, aan die hoogste bieër by die Landdroskantoor, Begemanstraat, Heidelberg.

Die volgende verbeteringe skyn op die eiendom te wees, maar word nie gewaarborg nie: Woonhuis bestaande uit drie vertrekke, kombuis en badkamer, gebou met stene en teëldak.

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 ter insae lê by die kantoor van die betrokke Balju ter insae van belangstellendes.

Gedateer te Heidelberg op hede die 9de dag van Februarie 1994.

P. W. Oosthuizen, vir Viljoen & Meek, Voortrekkerstraat 29, Heidelberg. [Tel. (0151) 4191/2.] (Verw. mnr. Oosthuizen.)

Case 32890/93

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Tayob Carim,** Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 10 March 1994 at 10:00, of:

Erf 1785, situated in Laudim Extension 2, Registration Division JR, Transvaal, measuring 1 233 square metres, known as 222 Taj Street, Laudium Extension 2.

Particulars are not guaranteed: Uncomplete property.

Inspect conditions at Sheriff, Pretoria North-west, Room 202, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-371782/JAA/J. S. Herbst.)

Case 730/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Douglas Gordon Gray,** First Defendant, and **Marion Sarah Gray,** Second Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 11 March 1994 at 11:00:

(a) Section 17, as shown on Sectional Plan SS163/84 in the building Sarfran, situated at Erf 1047, Pretoria North, JR, Transvaal, Local Authority, City Council of Pretoria, is measuring 88 (eight eight) square metres; and

(b) An undivided share in the common property in the land and building held under certificate of sectional registered title number Deed of Transfer T7846/92, dated 10 February 1992.

Known as Flat 17, Sarfran, 211 Ben Viljoen Street, Pretoria North.

Particulars are not guaranteed: Flat: Lounge, kitchen, two bedrooms and bathroom. Carport.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/B-401336 (360919)/JAA/M. Oliphant.]

Case 56876/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Parkstad Beleggings BK** (CK90/17620/23), Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 10 March 1994 at 10:00:

Remaining portion of Erf 347, Capital Park Township, Registration Division JR, Transvaal, measuring 890 square metres, known as 361 Paul Kruger Street, Capital Park.

Particulars are not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom and laundry. Single garage and toilet.

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 × 313.) (Ref. N1/B-379767/JAA/M. Oliphant.)

Case 17993/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **August Laepple (Pty) Limited,** Plaintiff, and **Joao Carlos Ferreira de Sousa,** Defendant

A sale in execution will be held on Friday, 11 March 1994 at 11:00, by the Sheriff for the Supreme Court, Wonderboom, Pretoria North, at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, of:

Erf 1849, Sinoville Extension 4, Registration Division JR, Transvaal, in extent 1 000 square metres, known as 414 Digby Street, Sinoville, Pretoria.

Particulars are not guaranteed: Dwelling-house: Entrance-hall, four bedrooms, lounge, television room, kitchen, two bathrooms (one with shower), dining-room and two large carports.

Inspect conditions at the Sheriff for the Supreme Court, Wonderboom, Pretoria North, at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 × 313.) (Ref. N1/B-401337/JAA/M. Oliphant.)

Case 19233/90

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **P. V. Padayachey,** First Defendant, and **P. V. Padayachey,** Second Defendant, and **K. V. Padayachey,** Third Defendant, and **V. Padayachey,** Fourth Defendant, and **D. Padayachey,** Fifth Defendant

A sale will be held at 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria on Thursday, 10 March 1994 at 10:00:

Erf 490, situated in the Township of Laudium, Registration Division JR, Transvaal, measuring 806 square metres, known as 204 Emerald Street, Laudium, Pretoria.

Particulars are not guaranteed: Dwelling: Lounge, dining-room, kitchen, five bedrooms, two bathrooms and study. Single garage, servant's room and toilet.

Inspect conditions at Sheriff, Pretoria North-West, 203 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 × 313.) [Ref. N1/B-39230 (251305)/JAA/M. Oliphant.]

Case 21180/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Mraka, Themba Patric,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 10 March 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: All right, title and interest in the Leasehold in respect of Erf 313, Umfuyaneni Township, Registration Division IR, Transvaal, situation Erf 313, Umfuyanani, Tembisa, area 259 (two hundred and fifty-nine) square metres.

Improvements: Two bedrooms, kitchen, lounge, under asbestos roof and outside ablutions.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per centum) of the purchase price *or* (ii) 10% (ten per centum of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 11th day of February 1994.

Maisels Smit & Lowndes, Attorneys for the Plaintiff, 12th Floor, Medical Centre, Johannesburg. (Tel. 337-3142.) (Ref. NK176E/mgh/tf.)

Saak 3472/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Ampie van Rooyen,** Verweerder

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

Gedeelte 20 van Erf 2573, Toekomsrus-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 192 (eenhonderd tweeen- negentig) vierkante meter, gehou kragtens Akte van Transport T6782/1988, ook bekend as hoek van Oranje- en Diamanstraat 20, Toekomsrus, Randfontein, met die volgende verberterings daarop, waarvoor geen waarborg verskaf word nie: Woonhuis met gewone buitegeboue.

Verkoopvoorwaardes:

1. Die eiendom sal aan die hoogste bieder verkoop word, onderhewig aan die bepalings en voorwaardes van die Wet op Landdroshowe, die reëls daarkragtens uitgevaardig en die titelvoorwaardes in soverre van toepassing is.

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

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

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

Gedateer te Randfontein op hierdie 8ste dag van Februarie 1994.

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

Saak 3898/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Die Stadsraad van Brits,** Eksekusieskuldeiser, en **F. Jordaan,** Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 11 Maart 1994 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere: Erf 324, geleë in die dorpsgebied, Elandsrand, Brits, groot 2 361 vierkante meter, bekend as Langebergweg 38, Elandsrand, Brits.

Verbeterings: 'n Baksteenwoning bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis en badkamer, maar kan nie gewaarborg word nie.

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

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

Geteken te Brits op hede die 9de dag van Februarie 1994.

R. H. van Onselen, vir Jonker Van Onselen & Kie Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. RVO INV:RP:ST726:AQ0148.)

Case 18012/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **David Lieberman Architects & Design Consultants (Pty) Limited,** Execution Creditor, and **Dirk Coetzee,** Execution Debtor

In pursuance of a judgment in the Supreme Court of South Africa, and a writ of execution dated 15 December 1994, the undivided half share, right, title and interest, of the Execution Debtor in and to the property listed hereunder will be sold in execution on 25 February 1994 at 10:00, at the Sale Rooms of the Sheriff of the Supreme Court, Roodepoort, 182 Progress Road, Technikon:

Erf 124, Manufacta Township, Registration Division IQ, Transvaal, measuring 5 042 (five thousand and forty-two) square metres. The following improvements are reported on the property but nothing is guaranteed: Five factories consisting of two offices, reception and ablutions per factory unit, steel windows, roof and plaster walls.

Conditions of sale: 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 against transfer which shall be secured by a bank or building society guarantee within 30 (thirty) days of the date of sale.

The full conditions of sale which will be read immediately prior to the sale may be inspected at the office of the Sheriff of Supreme Court, 182 Progress Road, Technikon, Roodepoort, and at the office of the Execution Creditor's attorney.

Barry Aaron, 23 Wellington Road, Parktown. (Tel. 643-4824.) (Ref. Mr Aaron/AR/D00040.)

Case 16639/93
PH433

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Gulf Steel (Pty) Limited,** Plaintiff (Execution Creditor), and **Wood: D C,** Defendant (Execution Debtor)

In terms of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), and a writ in the above-mentioned matter, a sale by public auction will be held at the offices of the Sheriff of the Supreme Court, 56 12th Street, Springs, on Friday, 4 March 1994 at 11:00, by the Sheriff, Springs, upon conditions which may be inspected at the office of the said Sheriff, and which will be read out by the auctioneer at the time of the sale of the property owned by the Defendant, being:

Certain Erf 581, Springs, Registration Division IR, Transvaal, situated at 63 Fourth Street, Springs, measuring 495 square metres, held by Deed of Transfer T38021/92.

Subject to such conditions as are mentioned and/or referred to in the aforesaid deed.

The following information is furnished in respect of the improvements though in this respect nothing is guaranteed: Front verandah, entrance-hall, lounge, two bedrooms, bathroom, toilet, kitchen, single garage and servants' quarters.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from date of sale. Auctioneer's charges are payable on the date of the sale at the rate of 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 fee of R100.

Dated at Johannesburg on this 9th day of February 1994.

Kasimov & Associates, Attorneys for the Plaintiff (Execution Creditor), Second Floor, 9 Wellington Road, Parktown; P.O. Box 7622, Johannesburg. (Tel. 484-4130.) (Ref. W. Kasimov/G363.)

Case 19331/93
PH124

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Hans van Es,** Defendant

A sale without reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg, on Thursday, 10 March 1994 at 10:00, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff prior to the sale:

Erf 226, Orange Grove Township, Registration Division IQ, Transvaal, being 30 13th Street, Orange Grove, Johannesburg, measuring 495 square metres.

Improvements described hereunder are not guaranteed:

Main building: Lounge, dining-room, two bedrooms, bathroom and kitchen, *outbuildings:* garage, swimming-pool, toilet and wash-basin, servants' quarters converted to office.

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 January 1994.

K. J. Braadvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braadvedt/ld/N.1336.)

Case 126448/92
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 **Viljoen F. G. P.,** Defendant

Kindly take notice that pursuant to a judgment of the above Hounarable Court granted on 2 April 1993, the property listed hereunder will be sold in execution on Friday, 18 March 1994 at 10:00, in front of the Magistrate's Court, Fox Street-entrance, Johannesburg, namely:

Erf 732, Bezuidenhout Valley, measuring 495 square metres, situated at 66 Eighth Avenue, Bezuidenhout Valley, Johannesburg, held by Deed of Transfer T34513/1990, consisting of a two-bedroomed dwelling under corrigated roof, lounge, bathroom, kitchen, servants' quarters and garage, 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 East, Unit A4, Sanlam Industrial Park, 22 Prop Street, off John Street, Selby, and contain *inter alia* the following provisions:

1. Ten per cent (10%) 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 the 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 20th 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. lr/R0311-8373.)

Case 31886/90
PH124

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Jennifer Margaret Pengelly,** Defendant

A sale without reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg, on Thursday, 10 March 1994 at 10:00, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff prior to the sale:

Erf 583, Greenside Township, Registration Division IR, Transvaal, being 19 Chirnside Road, Greenside, Johannesburg, measuring 1012 square metres.

Improvements described hereunder are not guaranteed: *Main building:* 154 square metres, brick under tile, entrance-hall, lounge, dining-room, sun room, three bedrooms, two bathrooms, kitchen, pantry and scullery. *Outbuildings:* 74 square metres, brick under iron, servant's room, shower and w.c., laundry, store-room and pool with filter.

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 on this 27th day of January 1994.

K. J. Braadvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braadvedt/ld/A.895.)

Case 105460/92
PH 3

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

In the matter between **The Body Corporate of Noverna Court,** Plaintiff, and **Mfotha Samuel Lelengwa,** Defendant

Pursuant to a judgment debt of the Magistrate's Court for the District of Johannesburg, in the above-mentioned suit, a sale of the undermentioned property will be held without reserve in front of the Court-house, Johannesburg, on 4 March 1994 at 10:00, the conditions to be read out by the Sheriff of the Court, prior to the sale.

The property to be sold is: Section 61 in the Scheme 149, known as Noverna Court, situated at Johannesburg Township, Local Authority, Johannesburg, measuring 80 (eighty) square metres, situated at 410 Noverna Court, corner of Paul Nel and Claim Streets, Johannesburg, held by certificate of Registered Sectional Title ST12260/1992.

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

A dwelling house with the usual outbuildings.

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

Sheriff's charges calculated as 4% (four per centum) of the selling price of the property to be paid in cash on the date of the sale.

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

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street; P.O. Box 720, Johannesburg. (Tel. 29-2681.) (Ref. Mrs Mengel/L00250.)

Case 22834/92
PH 28

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

In the matter between **Body Corporate St Anthony,** Plaintiff, and **Mrs A. Groenewald,** Defendant

On 4 March 1994 at 10:00, a public auction sale will be held in front of the entrance to the Magistrate's Court, Fox Street, Johannesburg, at which the Sheriff of the Court shall, pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain Unit 41, St Anthony, also known as 805 St Anthony, 64 Wolmarans Street, Joubert Park, Johannesburg, measuring 85 (eighty-five) square metres.

Improvements (which are not warranted to be correct and are not guaranteed): Simplex under concrete tile roof consisting of bedroom, lounge, kitchen, bathroom and toilet and balcony (hereinafter called the property).

The material conditions of sale are:

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

2. The price shall bear interest at the rate of 20,25% (twenty comma twenty-five per centum), per annum, or if the claim of the United Building Society Limited exceeds the price, interest amounting to the same as interest at the rate on that claim subject to such interest not exceeding the maximum allowed by law.

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

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request the fees of the Sheriff of the Court acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a certificate in terms of Section 50 of the Local Government Ordinance (Transvaal) 1939, or any amendment thereto or substitution therefor.

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

The conditions of sale may be inspected at the office of the Sheriff of the Court, A4 Sanlam Industrial Park, corner of Prop and John Streets, Selby, Johannesburg.

Dated at Johannesburg on this the 24th day of January 1994.

Mervyn J. Smith, Plaintiff's Attorney, Suite 3415, 34th Floor, Carlton Centre, Commissioner Street, Johannesburg; P.O. Box 9890, Johannesburg. (Tel. 331-2934.) (Ref. R. Rothquel/C6036.)

Case 22314/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Holtzhausen, Willem Pieter,** First Defendant, and **Holtzhausen, Rosanna Pamela,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 10 March 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging.

0019 Althea Agricultural Holdings, Registration Division IR, Transvaal, measuring 1,9679 hectares, held by the Defendants under Deed of Transfer T10623/93, being 19 Harley Street, Althea.

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

The dwelling consists of lounge, dining-room, family room, two bedrooms, bathroom/w.c. and kitchen.

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

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

Dated at Johannesburg on this the 18th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74490/Ms Erasmus/cvdn.)

Case 47811/93
PH 28S75

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

In the matter between **Body Corporate Senator Towers,** Plaintiff, and **Mr Mnyandu,** Defendant

On 4 March 1994 at 10:00, a public auction sale will be held in front of the entrance to the Magistrate's Court, Fox Street, Johannesburg, at which the Sheriff of the Court shall, pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain Unit 59, Senator Towers, Johannesburg Township, Local Authority, Johannesburg, also known as 803 Senator Towers, 25 Hancock Street, Joubert Park, Johannesburg, measuring 128 (one hundred and twenty-eight) square metres.

Improvements (which are not warranted to be correct and are not guaranteed): Simplex under concrete tile roof consisting two bedrooms, two bathrooms, toilet, kitchen, lounge and dining-room combined, entrance-hall, balcony (hereinafter called the property).

The material conditions of sale are:

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

2. The price shall bear interest at the rate of 20,25% (twenty comma twenty-five per centum) per annum or, if the claim of Eskom Finance Company (Pty) Limited, exceeds the price, interest amounting to the same as interest at that rate on that claim subject to such interest not exceeding the maximum allowed by law.

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

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request the fees of the Sheriff of the Court acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a certificate in terms of section 50 of the Local Government Ordinance (Transvaal) 1939, or any amendment thereto or substitution therefor.

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

The conditions of sale may be inspected at the office of the Sheriff of the Court, A4 Sanlam Industrial Park, corner of Prop and John Streets, Selby, Johannesburg.

Dated at Johannesburg this the 19th day of January 1994.

Mervyn J. Smith, Plaintiff's Attorney, Suite 3415, 34th Floor, Carlton Centre, Commissioner Street, Johannesburg; P.O. Box 9890, Johannesburg. (Tel. 331-2934.) (Ref. R. Rothquel/DAA7.)

Case 4587/91

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 **Mervin Euticus de Lange,** First Defendant, married in community of property to **Joanne de Lange,** Second Defendant

The pursuance of a judgment in the Court of the Magistrate, Alberton, dated 9 July 1991 and writ of execution dated 7 July 1993, the following property will be sold in execution on Wednesday, 23 March 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 1486, Eden Park Extension 1 Township, Registration Division IR, Transvaal.

Street address: 50 Valiant Street, Eden Park, Alberton, measuring 635 square metres, held by Deed of Transfer T19664/1989, dated 2 May 1989.

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, bathroom.

Outbuildings: Carport.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 19,25% (nineteen comma two five per cent), 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 the 2nd day of February 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 20293/93
PH 415

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Crichton, Henry William,** Plaintiff, and **Halpern, Ari,** Defendant

Pursuant to a judgment granted by the above-mentioned Honourable Court dated 7 September 1993 and warrant of execution served on 10 November 1993, the undermentioned property will be sold on 10 March 1994 at 10:00, at the Sheriff of the Supreme Court's Office, 131 Marshall Street, corner of Eloff and Von Brandis Streets, Johannesburg, to the highest bidder:

Certain:

(i) Erf 959, Sydenham Township, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five) square metres; and

(ii) Erf 960 Sydenham Township, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five) square metres;

Both properties are situated at 94 Sneddon Street, Sydenham, Johannesburg (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Residential dwelling with outbuildings.

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 Nedperm Bank Limited, which was 15,25% (fifteen comma two 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 Sheriff of the Supreme Court and/or such other person/s as he requires on transfer of the property to the purchaser.

3. Possession and occupation of the property shall, subject to the right 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 Supreme Court.

Dated at Bedfordview, on this the 27th day of January 1994.

Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenview, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/EG NC3092.)

Case 12337/92
PH 258

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Jones Robert Allen,** 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 price will be held at the offices of the Deputy Sheriff, Johannesburg, on Thursday, 10 March 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 Deputy Sheriff, at 131 Marshall Street, Johannesburg, prior to the sale:

The property consists of a one half share in and to: Erf 281, Waterval Estate, Registration Division IR, Transvaal, measuring 1 983 (one thousand nine hundred and eighty-three) square metres, held under Deed of Transfer T37954/1989, the other one and half share, which does not form part of this sale, is owned by Gavin Bryan Jones, the property is situated at 93 Milner Drive, Waterval Estate, Northcliff, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed, residential property with usual outbuildings.

Terms: Ten per cent (10%) of the purchase price and the auctioneer's charges in cash on the date of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorney, to be furnished within fourteen days (14) after the date of sale. The purchase price shall be subject to the VAT thereon being paid by the purchaser.

Dated at Johannesburg on this the 27th day of January 1994.

Deneys Reitz, Plaintiff's Attorneys, 10 Anderson Street, Johannesburg; P.O. Box 61334, Marshalltown. (Tel. 833-5600) (Ref. 53/JBH/17 Mrs J. Symonds/es.)

Saak 2670/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **ABSA Bank,** Eksekusieskuldeiser, en **Vernon Alan Maddison,** Eerste Eksekusieskuldenaar, en **Donne Theresa Maddison,** Tweede Eksekusieskuldenaar

Ter uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Germiston, op 7 Maart 1994 om 10:00, te Joubertstraat 72, Germiston, gehou te word van die ondergenoemde eiendom van die eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 59, Elandshaven-dorpsgebied, transportakte gehou onder Titelakte T6303/1992, grootte 769 (sewehonderd nege-en-sestig) vierkante meter, ook bekend as Algoabaaistraat 33A, Elandshaven.

Beskrywing: Sitkamer, drie slaapkamers, kombuis, badkamer, omheining, toilet en garage, alles onder 'n teëldak, verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Kempton Park.

Geteken te Kempton Park op hierdie 1ste dag van Januarie 1994.

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

Saak 10734/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **United Bank,** 'n Divisie van ABSA Bank, Eksekusieskuldeiser, en **Clarence Alexander Boltman,** Eksekusieskuldenaar

Ter uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Germiston, op 7 Maart 1994 om 10:00, te Joubertstraat 72, Germiston, gehou word van die ondergenoemde eiendom van die eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 719, Elsburg-uitbreiding 1-dorpsgebied, gehou onder Titelakte T15452/1980, grootte 1 004 (eenduisend-en-vier) vierkante meter, ook bekend as Van der Merwestraat 62, Elsburg.

Beskrywing: Eetkamer, sitkamer, kombuis, drie slaapkamers, badkamer, toilet, en garage, alles onder 'n sinkdak, omring deur heining. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Kempton Park.

Geteken te Kempton Park op hierdie 1ste dag van Februarie 1994.

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

Case 9050/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Andries Pieter Kruger,** Defendant

On 16 March 1994 at 10:00, a public auction will be held at Johriahof, 4 du Plessis Road, Florentia, Alberton, at which the Deputy of the Magistrate's Court will, pursuant to the judgment of the court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendant's right, title and interest in: Certain Erf 2473, Brackendowns Extension 5 Township, also known as 41 Kammanassie Street, Brackendowns, Alberton, measuring 879 (eight hundred and seventy-nine) square metres.

Improvements (these improvements are not warranted to be correct and are not guaranteed): A single-storey residence consisting of three bedrooms, two bathrooms, kitchen, dining-room, lounge, two garages and a swimmingpool. The property is enclosed by pre-cast walls.

The material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof substitution therefore and, subject thereto, the property shall be sold voetstoots to the highest bidder.

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 15,75% (fifteen comma seven five per cent) per annum, at the time of the 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 price or one thousand rand (whichever is the greater) together with 4% (four per cent) Sheriff's commission, and 14% (fourteen per cent) VAT, immediately after the sale and the balance of the price and interest shall, within fourteen days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court, 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 sale, being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Alberton this the 7th day of February 1994.

Bernard L. du Plessis, 100 Marwik Centre, 17 Fore Street, New Redruth, Alberton; P.O. Box 1346, Alberton, 1450. (Tel. 907-8304/5.) (Ref. Mr Du Plessis/AS/13934/NEDC/K.)

Case 8143/89

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Moraka Jostinus Mabasa,** Defendant

On 16 March 1994 at 10:00, a public auction will be held at Johriahof, 4 Du Plessis Road, Florentia, Alberton, at which the Deputy of the Magistrate's Court will, pursuant to the judgment of the court, in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendant's right, title and interest in: Certain Site 220, Moseleke East Township, also known as Site 220, Moseleke East Section, Katlehong, measuring 294 (two hundred and ninety-four) square metres.

Improvements (these improvements are not warranted to be correct and are not guaranteed): A single-storey residence consisting of two bedrooms, bathroom, kitchen and lounge. The property is enclosed by a wire fence.

The material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof substitution therefore and, subject thereto, the property shall be sold voetstoots to the highest bidder.

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 22,75% (twenty-two comma seven five per cent) per annum at the time of the 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 price or one thousand rand (whichever is the greater) together with 4% (four per cent) Sheriff's commission and 14% (fourteen per cent) VAT, immediately after the sale and the balance of the price and interest shall, within fourteen days of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's Conveyancers on request, the fees of the Sheriff of the Magistrate's Court 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 sale, being effected from which date all benefits, risks and liability shall pass to the puchaser.

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

Bernard L. du Plessis, 100 Marwik Centre, 17 Fore Street, New Redruth, Alberton; P.O. Box 1346, Alberton, 1450. (Tel. 907-8304/5.) (Ref. Mr Du Plessis/AS/9051/NEDC/M.)

Case 13443/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Gilpin Dierdre Frances,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Sandton, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday 4 March 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 43, Duxberry Township, Registration Division IR, Transvaal, area 2 011 square metres, situated at 83 David Road, Duxberry, Sandton.

Improvements (not guaranteed): Klinker brick dwelling, flat and staff quarters under tile roof, thirteen rooms, two kitchens, scullery, pantry and four bathrooms and double garage attached.

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 at 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 2nd day of February 1994.

P. Le Mottee, for Dykes & Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/ij/FN0004.)

Case 28212/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Peens Merle Ann,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Sandton, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 4 March 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 785, Sunninghill Extension 50 Township, Registration Division IR, Transvaal.

Area: 1 316 square metres.

Situation: 785 Naivasha Avenue, Sunninghill Extension 50, Sandton.

Improvements (not guaranteed): Single-storey brick dwelling under plaster/waterproofing, entrance-hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, two toilets, fitted carpets/terra cotta tiles, motor gates and fenced boundary.

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

Dated at Johannesburg on 1 February 1994.

P. Le Mottee, for Dykes Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. Le Mottee/N3170.)

Case 455/92

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Ltd), Plaintiff, and **Hermanus Jacobus du Preez,** First Defendant, and **Sheila Estelle du Preez,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Oberholzer and writ of execution dated 4 May 1992, the following properties will be sold in execution on 18 March 1994 at 10:00, at the Magistrate's Court, Van Zyl Smit Street, Oberholzer, to the highest bidder, viz:

1. Erf 849, Oberholzer Extension 1, Registration Division IQ, Transvaal, in extent 991 (nine hundred and ninety-one) square metres.

2. Erf 850, Oberholzer Extension 1, Registration Division IQ, Transvaal, in extent 991 (nine hundred and ninety-one) square metres, both held by the Defendants under Deed of Transfer T47998/1991, known as 65 Van der Stel Street, Oberholzer Extension 1, upon which is erected a detached single-storey dwelling under iron roof consisting of four bedrooms, bathroom, kitchen, dining-room and lounge. The outbuildings comprise a double garage and servant's quarters and there is a swimming-pool. The properties will be sold together as a unit and not seperately.

No guarantee is however given in respect of the foregoing description.

Terms: R12 000 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 of the Oberholzer Magistrate's Court) at the time of the sale and the balance against registration of the tranfer to be secured by an approved bank or building society guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for the Oberholzer Magistrate's Court, Montalto Building, First Floor, 4 Palladium Street, Carletonville, and at the offices of the Plaintiff's attorneys. The Plaintiff is prepared to consider granting a bond to an approved purchaser.

Phillips & Osmond, c/o Laage, Schoeman & Stadler, Plaintiff's Attorneys, Montalto Building, 4 Palladium Street, P.O. Box 1312, Carletonville.

Case 8285/93

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Jacobus Pieter Moritz,** First Defendant, and **Margaret Moritz,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 12 January 1994, the following property will be sold in execution on 16 March 1994 at 10:00, at the office of the Sheriff for Krugersdorp Magisterial District, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, viz:

Portion 22 (a portion of Portion 1) of the farm Waterval 174, Registration Division IQ, Transvaal, in extent 683 (six hundred and eighty-three) square metres, held by the Defendants under Deed of Transfer T27095/1993, known as Portion 22 (a portion of Portion 1) of the farm Waterval 174, District of Krugersdorp, upon which is erected a detached single storied dwelling under tile and iron roof consisting of three bedrooms, bathroom, kitchen, dining-room and lounge. The outbuildings comprise a single garage and servants' quarters.

No guarantee is however given in respect of the foregoing description.

Terms: R5 800 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 Distric) at the time of the sale and the balance against registration of the transfer to be secured by an approved bank or building society guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp Magisterial District, Ground Floor, Klaburn Court, 22 B Ockerse Street, Krugersdorp, and at the office 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 and Federal Centre, 52 Von Brandis Street, Krugersdorp.

Case 4055/93

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Martha Magdelena Swart,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 11 January 1994, the following property will be sold in execution on 9 March 1994 at 10:00, at the office of the Sheriff for Krugersdorp, Magisterial District of Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, *viz:*

Erf 728, Rant-en-Dal Township, Registration Division IQ, Transvaal, in extent 1 517 (one thousand five hundred and seventeen) square metres, held by the Defendant under Deed of Transfer T24825/92, known as 6 Hugo Street, Rant-en-Dal, Krugersdorp, upon which is erected a detached single-storied dwelling under iron roof, consisting of three bedrooms, two bathrooms, kitchen, dining-room, family-room and lounge.

The outbuildings comprises four garages.

No guarantee is however given in respect of the foregoing description.

Terms: R16 100 or 10% (ten per centum) of the purchase price (whichever shall be the greater) in cash (or bank-guaranteed cheque for the said amount in favour of the Sheriff for Krugersdorp Magisterial District) at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

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

The Plantiff 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 03326/92

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 **Six Zero Five Greenside CC,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on 10 March 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 605, Greenside Township Extension, Registration Division IR, Transvaal, area 1 086 square metres, situation 214 Mowbray Road, Greenside, Johannesburg.

Improvements (not guaranteed): A house under tiled roof consisting of an entrance-hall, three bedrooms, bathroom, kitchen, lounge, dining-room, garage, servants' quarters and shower with 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 this the 1st day of February 1994.

M. M. Kapelus, for E.F.K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7153-002.)

Case 21204/91

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 **10–7th Street Orange Grove CC,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on 10 March 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 177, Orange Grove Township, Registration Division IR, Transvaal, area 495 square metres, situation 10 Seventh Street, Orange Grove, Johannesburg.

Improvements (not guaranteed): A house under iron roof consisting of an entrance-hall, two bedrooms, two bathrooms, kitchen, lounge, dining-room, two carports, swimming-pool, servants' quarters and shower with 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 this the 1st day of February 1994.

M. M. Kapelus, for E.F.K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7153-104.)

Case 22422/92

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 **Andre Clive Etzinger,** 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 March 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 153, The Hill Township, Registration Division IR, Transvaal, area 1 064 square metres, situation 1 Grampian Road, The Hill, Johannesburg.

Improvements (not guaranteed): A house under tiled roof consisting of four bedrooms, two bathrooms, kitchen, lounge, two garages, swimming-pool, servants' quarters and ablutions with 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 this the 31st day of January 1994.

M. M. Kapelus, for E.F.K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7156-086.)

Case 8564/92

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 **Magdalena Susanna Smith,** 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 10 March 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 1211 (previously Erf 164) Florida Extension Township, Registration Division IQ, Transvaal, area 2 023 square metres, situation 80 Madeline Street, Florida, Roodepoort.

Improvements (not guaranteed): A house under tiled roof consisting of four bedrooms, two bathrooms, kitchen, two lounges, family-room, swimming-pool and servants' quarters with pre-cast 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 this the 21st day of January 1994.

M. M. Kapelus, for E.F.K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7158-011.)

Case 10912/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Jele William Paulos,** First Defendant, and **Jele Elsie,** Second Defendant

On Friday, 11 March 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, 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 the leasehold over:

Property: Erf 10309, in the Township of Vosloorus Extension 14, Boksburg, measuring 234 square metres, held under Deed of Transfer TL33550/90.

Decription: Single-storey house built of brick and or cement under asbes roof consisting of: Two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.

2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 27th day of January 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK184.)

Case 10900/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Maneli Prince Stephen,** First Defendant, and **Maneli Thelma,** Second Defendant

On Friday, 11 March 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, 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 the leasehold over:

Property: Erf 10345, in the Township of Vosloorus Extension 14, Boksburg, measuring 276 square metres, held under Deed of Transfer TL27073/92.

Decription: Single-storey house built of brick and or cement under tiled roof consisting of: Two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.

2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 27th day of January 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK176.)

Case 9611/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Modiadia Sello Lucas,** First Defendant, and **Modiadia Maria Nomsa,** Second Defendant

On Friday, 11 March 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, 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 the leasehold over:

Property: Erf 10657, in the Township of Vosloorus Extension 14, Boksburg, measuring 231 square metres, held under Deed of Transfer TL17725/90.

Decription: Single-storey house built of brick and or cement under corrugated roof consisting of: Two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 27th day of January 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK174.)

Case 10906/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd, Plaintiff, and Sefa Lawrence,** First Defendant and **Sefa Victoria,** Second Defendant

On Friday, 11 March 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Office, 182 Leeuwpoort Street, Boksburg, 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 the leasehold over:

Property: Erf 10750 in the Township of Vosloorus Extension 14, Boksburg, measuring 249 square metres, held under Deed of Transfer TL48735/90.

Description: Single storey house built of brick and or cement under corrugated roof consisting of two bedrooms, bathroom, lounge and kitchen. Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 27th day of January 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK190.)

Case 10914/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Thokwana Simon Hlopheki,** First Defendant, and **Thokwana Sabete,** Second Defendant

On Friday, 11 March 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Office, 182 Leeuwpoort Street, Boksburg, 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 the leasehold over:

Property: Erf 10863, in the Township of Vosloorus Extension 14, Boksburg, measuring 231 square metres, held under Deed of Transfer TL41048/91.

Description: Single storey house built of brick and or cement under asbes roof consisting of two bedrooms, bathroom, lounge and kitchen. Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.

2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 27th day of January 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK182.)

Case 10902/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Molilo Khusangwe Alfred,** First Defendant, and **Molilo Angelina,** Second Defendant

On Friday, 11 March 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Office, 182 Leeuwpoort Street, Boksburg, 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 the leasehold over:

Property: Erf 11067, in the Township of Vosloorus Extension 14, Boksburg, measuring 256 square metres, held under Deed of Transfer TL3685/90.

Description: Single storey house built of brick and or cement under tiled roof consisting of two bedrooms, bathroom, lounge and kitchen. Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.

2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 27th day of January 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK181.)

Case 10904/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Ngema Vusi William,** First Defendant, and **Ngema Lizzie,** Second Defendant

On Friday, 11 March 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, 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 the leasehold over:

Property: Erf 11172, in the Township of Vosloorus Extension 14, Boksburg, measuring 251 square metres, held under Deed of Transfer TL3311/90.

Description: Single-storey house built of brick and or cement under tiled roof consisting of: Two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.

2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 27th day of January 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK179.)

Case 10903/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Moloantoa Monday Benjamin,** First Defendant, and **Moloantoa Fortune Thabile,** Second Defendant

On Friday, 11 March 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, 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 the leasehold over:

Property: Erf 11252, in the Township of Vosloorus Extension 14, Boksburg, measuring 280 square metres, held under Deed of Transfer TL30418/90.

Description: Single-storey house built of brick and or cement under tiled roof consisting of: Two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 27th day of January 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK180.)

Case 10907/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Makunga Jacob Sipho,** Defendant

On Friday, 11 March 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, 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 the leasehold over:

Property: Erf 11253, in the Township of Vosloorus Extension 14, Boksburg, measuring 280 square metres, held under Deed of Transfer TL3700/90.

Description: Single-storey house built of brick and or cement under tiled roof consisting of: Two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 27th day of January 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK189.)

Case 10899/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Sobuza Alfred Thembisile,** First Defendant, and **Sithole Sophia Xolisa,** Second Defendant

On Friday, 11 March 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, 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 the leasehold over:

Property: Erf 11304, in the township of Vosloorus Extension 14, Boksburg, measuring 240 square metres, held under Deed of Transfer TL26230/90.

Description: Single storey house built of brick and or cement under asbes roof consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve;

2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale. Guarantee for balance within 30 days after the sale.

3. Possession and occupation on payment of deposits and costs;

4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 27th day of January 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK177.)

Case 10901/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Nkosi Themba Selby,** First Defendant, and **Nkosi Getrude Doreen,** Second Defendant

On Friday, 11 March 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 11389, in the Township of Vosloorus Extension 14, Boksburg, measuring 242 square metres, held under Deed of Transfer TL38827/90.

Description: Single storey house built of brick and or cement under asbes roof consisting of two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.

2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 27th day of January 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/BK175.)

Case 10909/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Xorile Sabelo Eric,** Defendant

On Friday, 11 March 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this auction, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 11526, in the Township of Vosloorus Extension 14, Boksburg, measuring 273 square metres, held under Deed of Transfer TL10739/90.

Description: Single storey house built of brick and or cement under asbestos roof consisting two bedrooms, bathroom, lounge and kitchen.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.

2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 27th day of January 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Nieuwoudt/BK187.)

Case 7184/93
PH 163

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

In the matter between **Boksburg City Council,** Judgment Creditor, and **Gilchrist WA** (Acc. 3310145008), Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 10 August 1993, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoort Street, Boksburg, on 4 March 1994 at 11:15, of the undermentioned property of the Execution Debtor, on the conditions to be read out by the auctioneer at the time of sale and which conditions may be inspected at the offices of the above-mentioned Sheriff of the Court, prior to the sale:

Property being certain Erf 145, in the Township of Delmore Park Extension 2, held under Deed of Transfer T15483/91, measuring 321 square metres, also known as 16 Tuna Street, Delmore Park Extension 2, Boksburg.

Description: Two bedrooms, bathroom, lounge, kitchen, brick construction under tiles.

Improvements are not guaranteed.

The material conditions of sale are:

1. The property will be sold voetstoots without reserve.

2. The purchaser shall pay 10% (ten per centum) of the purchase price in cash immediately after the sale. Guarantee for balance within 14 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. All rights and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

The conditions of sale may be inspected at the Sheriff's Offices, Boksburg, and will be read out by the Sheriff prior to the sale.

Dated at Boksburg on the 27th day of January 1994.

M. Traube, for Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, Trichardt Road 384, Boksburg; P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. V. Manns/BZ5300.)

Case 5698/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Sekgobela, Segwana Phillip,** First Defendant, and **Sekgobela, Mpheng Josephine,** 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 for the Supreme Court, Randfontein, in front of the Magistrate's Court, Pollock Street, Randfontein, on Friday, 4 March 1994 at 14:15, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Randfontein, at 40 Park Street, Randfontein:

The right of leasehold in respect of Erf 3409, Mohlakeng Township, Registration Division IQ, Transvaal, measuring 272 m^2, held by Defendants under Certificate of Registered Grant of Leasehold TL48225/1987, being 3409 Lekgobela Street, Mohlakeng, Randfontein:

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, kitchen, two bedrooms and bathroom/w.c.

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

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

Dated at Johannesburg this 16th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z65729.) (Ref. Z65729/FCLS/WR/Mr Brewer/djl.)

Case 15270/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Botha, Marthinus Johannes,** First Defendant, and **Botha, Annelien,** 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 for the Supreme Court, Randfontein, in front of the Magistrate's Court, Pollock Street, Randfontein, on Friday, 4 March 1994 at 14:15, of the undermentioned immovable property of the Defendants on the conditions to be read out by the autioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Randfontein, at 40 Park Street, Randfontein:

Holding 305, Hillside Extension 1 Township, Registration Division IQ, Transvaal, measuring 1,7131 hectares, held by the Defendants under Deed of Transfer T56664/1984, being 34 Campbell Avenue, Hillside.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, six bedrooms, two bathrooms/w.c., kitchen, scullery and three garages.

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

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

Dated at Johannesburg this 16th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z70186.) (Ref. Z70186/FCLS/WR/Mr Brewer/djl.)

Case 23377/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Volschenk Loraine Elaine,** 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 for the Supreme Court, Randfontein, in front of the Magistrate's Court, Pollock Street, Randfontein, on Friday, 4 March 1994 at 14:15, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Randfontein, at 40 Park Street, Randfontein:

Plot 14, Rikasrus Township, Registration Division IQ, Transvaal, measuring 2,5929 hectares, held by the Defendant under Deed of Transfer T27731/91, being Plot 14, Rikasrus.

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

The dwelling consists of entrance-hall, lounge, dining-room, family room, three bedrooms, bathroom/w.c./shower, separate w.c., kitchen, scullery, laundry, study, bathroom, three garages, servant's room and store-room. Granny flat consisting of kitchen, bathroom, toilet and two bedrooms.

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

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

Dated at Johannesburg this 16th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z74641.) (Ref. Z74641/FCLS/WR/Mr Brewer.)

Case 8066/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Botha Daniel Johannes,** First Defendant, and **Botha Amorene,** 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 outside the Magistrate's Court in Westonaria, at Van Riebeeck Street, Westonaria, on Friday, 4 March 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Westonaria, First Floor, Barkley Centre, Edwards Avenue, Westonaria:

Erf 3566, Westonaria Township, Registration Division IQ, Transvaal, measuring 2 126 m^2, held by the Defendants under Deed of Transfer T8343/1991, being 10 Vygie Street, Westonaria.

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

The dwelling consists of entrance-hall, lounge, dining-room, family room, three bedrooms, bathroom/w.c., separate shower, kitchen, double garage, store-room and w.c.

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

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

Dated at Johannesburg this 16th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z66791.) (Ref. Z66791/FCLS/WR/Mr Brewer/djl.)

Case 28758/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limted, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Jacobs Daniel,** First Defendant, and **Jacobs Estel Cecilia,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 10 March 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Portion 97, of Erf 5447, Ennerdale Extension 9 Township, Registration Division IQ, Transvaal, measuring 500 m^2, held by the Defendants under Deed of Transfer T42698/1988, being 31 Dickson Road, Ennerdale Extension 9, Odin Park.

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

The dwelling consists of lounge, dining-room, kitchen, three bedrooms, bathroom/w.c. and separate w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges (minimum of R100 (one hundred rand) on the proceeds of the sale up to 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 19th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76915/Ms Erasmus/cvdn.)

Case 27551/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Rigney Clinton Brian,** First Defendant, and **Rigney Charlene Desiree,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 10 March 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Erf 4962, Ennerdale Extension 14 Township, Registration Division IQ, Transvaal, measuring 480 m^2, held by the Defendants under Deed of Transfer T13638/1987, being 12 Minette Avenue, Ennerdale Extension 14.

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

The dwelling consists of lounge, dining-room, three bedrooms, kitchen, bathroom/w.c. and shower/w.c.

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

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

Dated at Johannesburg this 19th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76916/Ms Erasmus/cvdn.)

Case 7772/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Hoff Llewelan Broderic,** First Defendant, and **Hoff Tania Paulette,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 10 March 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Portion 12 of Erf 233, Mid Ennerdale, Registration Division IQ, Transvaal, measuring 425 m^2, held by the Defendants under Deed of Transfer T14064/88, being Portion 12 of Stand 233, Sixth Avenue, Mid Enerdale, Odin Park.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom, separate w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to 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 18th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z66459/Ms Erasmus/cvdn.)

Case 2580/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Steyn Hercules David Kruger,** First Defendant, and **Steyn Johanna Petru,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston, on Thursday, 10 March 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston:

Erf 138, Dinwiddie Township, Registration Division IR, Transvaal, measurig 773 m^2, held by the Defendants under Deed of Transfer T6765/1985, being 20 Swannage Street, Dinwiddie, Germiston.

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

The dwelling consists of entrance-hall, lounge, family room, three bedrooms, bathroom/w.c., separate w.c. and shower, kitchen, scullery, carport, servants' quarters and bathroom/w.c.

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

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

Dated at Johannesburg this 19th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76118/Ms Erasmus/hs.)

Case 20311/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Kaalse, Willem Freek,** First Defendant, and **Kaalse, Martha Jevaira,** 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 for the Supreme Court, Randfontein, in front of the Magistrate's Court, Pollock Street, Randfontein, on Friday, 4 March 1994 at 14:15, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Randfontein, at 40 Park Street, Randfontein.

Erf 1476, Toekomsrus, Registration IQ, Transvaal, measuring 480 m^2, held by the Defendants under Deed of Transfer T55626/1988, being 1 Plum Street, Toekomsrus, Randfontein.

The following information *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen and garage.

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

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

Dated at Johannesburg this 16th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z73963.) (Ref. Z73963/FCLS/WR/Mr Brewer/djl.)

Case 23008/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Hattingh, Piet Hendrik,** First Defendant, and **Hattingh, Anna Christiena,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston, on Thursday, 10 March 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the office of the Sheriff for the Supreme Court, at Fourth Floor, Standard Bank Chambers, President Street, Germiston:

Erf 918, Primrose Township, Registration Division IR, Transvaal, measuring 984 m^2, held by the Defendants under Deed of Transfer T2208/1993, being 2 Poplar Street, Germiston.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, three bedrooms, study/w.c., bathroom/w.c., seperate w.c. and shower, kitchen, laundry, two garages, servant's room/w.c., granny flat with two rooms.

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

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

Dated at Johannesburg this 19th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74484/Ms Erasmus/hs.)

Case 10526/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Barnett, Mark Charles,** First Defendant, and **Barnett, Charles Robert,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston, on Thursday, 10 March 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston:

Portion 1 of Erf 55, Elandshaven Township, Registration Division IR, Transvaal, measuring 735 m^2, held by the Defendants under Deed of Transfer T36743/1991, being 41 Alogoabay Street, Elandshaven, Germiston.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, two bedrooms, bathroom/w.c., kitchen and carport.

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

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

Dated at Johannesburg this 19th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z66852/Ms. Erasmus/hs.)

Case 11159/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Ltd, and prior to that United Building Society Ltd, and previously United Building Society, Plaintiff, and **Taylor, Richard Kenneth,** First Defendant, and **Milne, Linsey Joy,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 9 March 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Erf 1693, Albertsdal Extension 6 Township, Registration Division IR, Transvaal, measuring 1 303 m^2, held by the Defendants under Deed of Transfer T5580/1992, being 17 Cedarberg Street, Albertsdal, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, bathroom/w.c., w.c./shower, lounge, dining-room and kitchen.

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

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

Dated at Johannesburg this 18th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z67346/Ms Erasmus/cvdn.)

Case 29930/92
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Ltd, and prior to that United Building Society Ltd, and previously United Building Society, Plaintiff, and **Hoeningsberg, David,** First Defendant, and **Hoeningsberg, Renee,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Sandton, at 100 Flour House, Grayston Drive, Sandown, on Friday, 4 March 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sandton, at 100 Flour House, Grayston Drive, Sandown:

Erf 1202, Blairgowrie Township, Registration Division IQ, Transvaal, measuring 1 027 m^2, held by the Defendants under Deed of Transfer T41831/91, being 17 Malcolm Road, Blairgowrie.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, three bedrooms, bathroom/shower, separate w.c., kitchen, laundry, garage, servant's room and outside shower/w.c.

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

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

Dated at Johannesburg this 19th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z58882/Ms Erasmus/cvdn.)

Case 14997/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Britz, Robert Jack,** First Defendant, and **Britz, Mona Claudette,** 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 wil be held at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 9 March 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Erf 2789, Brackenhurst Extension 2 Township, Registration Division IR, Transvaal, measuring 1 575 m^2, held by the Defendants under Deed of Transfer T21160/1992, being 156 Neville Road, Brackenhurst Extension 2.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, family room, three bedrooms, two bathrooms/w.c., kitchen, outside toilet.

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

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

Dated at Johannesburg this 18th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70224/Ms Erasmus/hs.)

Case 23580/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Falconer Steven David,** First Defendant, and **Falconer Emmarentia Jacoba,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 9 March 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Erf 2207, Brackendowns Extension 4 Township, Registration Division IR, Transvaal, measuring 986 m^2, held by the Defendants under Deed of Transfer T21800/1991, being 46 Bendor Street, Brackendowns Extension 4.

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

The dwelling consists of entrance-hall, lounge, dining-room, three bedrooms, bathroom, separate w.c., kitchen, garage and outside w.c.

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

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

Dated at Johannesburg this 18th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z68478/Ms Erasmus/hs.)

Case 17359/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Dos Reis Gil Manuel,** 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, Sandton, at 100 Flour House, Grayston Drive, Sandown, on Friday, 4 March 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sandton, at 100 Flour House, Grayston Drive, Sandown:

Erf 106, Benmore Gardens Extension 3 Township, Registration Division IR, Transvaal, measuring 992 m^2, held by the Defendant under Deed of Transfer T72967/1988, being Stand 106, Benmore Box Wood, Benmore Gardens Extension 3.

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

The dwelling consists of entrance-hall, lounge, dining-room, family room, four bedrooms, two bathrooms/w.c./shower, kitchen, two garages, servant's room and outside bathroom/w.c.

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

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

Dated at Johannesburg this 19th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72083/Ms Erasmus/cvdn.)

Case 17880/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Dos Reis Gil Manuel,** 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, Sandton, at 100 Flour House, Grayston Drive, Sandown, on Friday, 4 March 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sandton, at 100 Flour House, Grayston Drive, Sandown:

Erf 77, Benmore Gardens Extension 3 Township, Registration Division IR, Transvaal, measuring 1 003 m^2, held by the Defendant under Deed of Transfer T67754/87, being 7 Muscovy Street, Benmore Gardens Extension 3.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property is a vacant stand.

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

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

Dated at Johannesburg this 19th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72080/Ms Erasmus/cvdn.)

Case 22312/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Sowden Ian Colin,** 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, Sandton, at 100 Flour House, Grayston Drive, Sandown, on Friday, 4 March 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sandton, at 100 Flour House, Grayston Drive, Sandown:

Erf 597, Douglasdale Extension 30 Township, Registration Division IQ, Transvaal, measuring 1 583 m^2, held by the Defendant under Deed of Transfer T31875/1989, being 597 Ronza Road, Douglasdale Extension 30, Sandton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property is a vacant stand.

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

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

Dated at Johannesburg this 19th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74537/Ms Erasmus/cvdn.)

Case 27553/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Mylie Robert Prouse,** First Defendant, and **Mylie Johanna Elizabeth,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 9 March 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Erf 1774, Albertsdal Extension 6 Township, Registration Division IR, Transvaal, measuring 915 m^2, held by the Defendants under Deed of Transfer T38261/1991, being 25 Drakensberg Crescent, Albertsdal Extension 6, Alberton.

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

The dwelling consists of entrance-hall, lounge, dining-room, family room, kitchen, three bedrooms, two bathrooms/w.c.'s, garage and outside shower/w.c.

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

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

Dated at Johannesburg this 19th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77058/Ms Erasmus/cvdn.)

Case 9997/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Maimela John Tshokone,** First Defendant, and **Maimela Patience,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Sandton, at 100 Flour House, Grayston Drive, Sandown, on Friday, 4 March 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sandton, at 100 Flour House, Grayston Drive, Sandown:

Erf 1043, Douglasdale Extension 66, Registration Division IR, Transvaal, measuring 1 500 m^2, held by the Defendants under Deed of Transfer T70950/91, being 1043 Condor Road, Douglasdale Extension 66.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, family room, study, kitchen, three bedrooms, two bathrooms, double garage and outside w.c.

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

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

Dated at Johannesburg this 19th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z67490/Ms Erasmus/cvdn.)

Case 26390/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Byrne Trevor Lawrence,** First Defendant, and **Lawrence Monique Deseree,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 9 ,arch 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Erf 1858, Mayberry Park Township, Registration Division IR, Transvaal, measuring 968 m², held by the Defendants under Deed of Transfer T4619/93, being 28 Driedoring Street, Mayberry Park, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom, separate w.c., kitchen, garage and outside toilet.

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

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

Dated at Johannesburg this 18th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76951/Ms Erasmus/hs.)

Case 16382/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Badenhorst Hendrich Petrus,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston, on Thursday, 10 March 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston:

Portion 1 of Erf 54, Elandshaven Township, Registration Division IR, Transvaal, measuring 512 m², held by the Defendant under Deed of Transfer T13326/92, being 42 Algoabaai Street, Elandshaven, Germiston.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, two bedrooms, bathroom/w.c., kitchen and patio.

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

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

Dated at Johannesburg this 19th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z71839/Ms Erasmus/hs.)

Case 24979/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Corbett Olive Martha,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston, on Thursday, 10 March 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston:

Section 9, as shown and more fully described on Sectional Plan SS104/1991, in the scheme known as The Oaks, in respect of the land and building or buildings situated at Bedfordview Gardens Township, Local Authority of Bedfordview, measuring 100 m², held by the Defendant under Certificate of Registered Sectional Title ST104/1991(9)(Unit), being Flat 7, The Oaks, Filed Close, Bedford Gardens, Befordview.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, two bedrooms, bathroom/w.c. and kitchen.

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

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

Dated at Johannesburg this 19th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74979/Ms Erasmus/hs.)

Case 22499/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Coleman Neal Allen,** First Defendant, and **Coleman Lilianna Anna Maria,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston, on Thursday, 10 March 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston:

Section 60, as shown and more fully described on Sectional Plan SS151/1991, in the scheme known as Nahoon-San Marinho, in respect of the land and building or buildings situated at Bedford Gardens Township, Bedfordview Local Authority and an exclusive use area described as Parking P194, measuring 77 m^2, held by the Defendants under Deed of Transfer ST151/90(60)(Unit), being Flat 107, Unit 60, San Martinho, Leicester Road, Bedford Gardens.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, bedroom, bathroom/w.c. and enclosed balcony.

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

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

Dated at Johannesburg this 19th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z73696/Ms Erasmus/hs.)

Case 18441/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Erasmus Pieter Hermanus,** First Defendant, and **Erasmus Johanna Hendrika Magdalena,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston, on Thursday, 10 March 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston:

Erf 100, Elandshaven Township, Registration Division IR, Transvaal, measuring 960 m^2, held by the Defendants under Deed of Transfer T23079/92, being 6 Aglioabaai Crescent, Elandshaven, Germiston.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, family room, three bedrooms, bathroom/w.c. and shower, kitchen, scullery, two garages and w.c.

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

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

Dated at Johannesburg this 19th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72999/Ms Erasmus/hs.)

Case 23006/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Martins Alex Henry,** First Defendant, and **Martins Christina Lena,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 9 March 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Erf 1174, Eden Park Township, Registration Division IR, Transvaal, measuring 400 m^2, held by the Defendants under Deed of Transfer T11854/92, being 18 Corona Street, Eden Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, two bedrooms, bathroom with separate w.c., kitchen, two servants' rooms, store-room and w.c.

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

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

Dated at Johannesburg this 18th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74558/Ms Erasmus/hs.)

Case 29722/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Hsiao Chich Hsiung,** Defendant

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

Erf 140, Three Rivers Township, Registration Division IQ, Transvaal, measuring 3 866 m^2, held by the Defendant under Deed of Transfer T39516/1992, being 124 General Hertzog Road, Three Rivers, Vereeniging.

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

The dwelling consists of entrance-hall, lounge, dining-room, family room, three bedrooms, two bathrooms, three separate w.c.'s, kitchen, laundry, sun porch, linen room and double garage. The granny flat consists of lounge, dining-room, bedroom, kitchen and bathroom/w.c.

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

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

Dated at Johannesburg this 16th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No.: Z78381.) (Ref. Z78381/FCLS/WR/Mr Brewer/djl.) (Or Refer to Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. Ref. Mr Bouwman, Tel. 21-3400.)

Case 28005/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Sithole Mapulango Frans,** First Defendant, and **Sithole Sibongile Mirriam,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 16 March 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Erf 1268, Roodekop Township, Registration Division IR, Transvaal, measuring 805 m², held by the Defendants under Deed of Transfer T58404/92, being 11 Hartbees Avenue, Roodekop, Germiston.

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

The dwelling consists of entrance-hall, lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, pantry and two store-rooms.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 19th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76246/Mr Livingstone/kw.)

Case 18872/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Johnson Laurence Reginald,** First Defendant, and **Johnson Beverley Anne,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston, on Thursday, 10 March 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff for the Supreme Court, Germiston, at the Fourth Floor, Standard Bank Chambers, President Street, Germiston.

Remaining Extent of Portion 3 of Erf 59, Edenvale Township, Registration Division IR, Transvaal, measuring 992 m² held by the Defendants under Deed of Transfer T37808/85, being 85 12th Avenue, Edenvale, Germiston.

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

The dwelling consists of lounge, dining-room, three bedrooms, two bathrooms/w.c., separate w.c., kitchen, laundry, double garage and servants' quarters.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 19th day of January 1994.

Routledges Inc., Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z73299/Mr Livingstone/kw.)

Case 18853/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Tsotetsi Nqabisa Eudocia,** 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, Boksburg, at 182 Leeupoort Street, Boksburg, on Friday, 4 March 1994 at 11:15, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

Erf 1720, Dawn Park Extension 28 Township, Registration Division IR, Transvaal, measuring 934 m^2, held by the Defendant under Deed of Transfer T19585/92, being 68 Hassink Highway, Dawn Park Extension 28, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen and garage.

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

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

Dated at Johannesburg this 19th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72516/Mr Livingstone/kw.)

Case 17776/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Nchwe Manoko Aletta,** 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, Boksburg, at 182 Leeupoort Street, Boksburg, on Friday, 4 March 1994 at 11:15, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

Erf 957, Dawn Park Township, Registration Division IR, Transvaal, measuring 983 m^2, held by the Defendant under Deed of Transfer T38509/92, being 4 Impala Street, Dawn Park, Boksburg.

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

The dwelling consists of lounge, dining-room, family room, three bedrooms, bathroom, separate w.c., kitchen, outside w.c. and swimming-pool.

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

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

Dated at Johannesburg this 19th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72157/Mr Livingstone/kw.)

Case 20513/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mosuhli Thabo Peter,** First Defendant, and **Mosuhli Annah Nthabiseng,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Boksburg, at 182 Leeupoort Street, Boksburg, on Friday, 4 March 1994 at 11:15, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

Erf 566, Dawn Park Extension 2 Township, Registration Division IR, Transvaal, measuring 923 m^2, held by the Defendants under Deed of Transfer T3321/93, being 14 Inez Street, Dawn Park Extension 2, Boksburg.

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

The dwelling consists of entrance-hall, lounge, dining-room, family room, three bedrooms, bathroom/w.c., kitchen, pantry and garage.

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

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

Dated at Johannesburg this 19th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74046/Mr Livingstone/kw.)

Case 14201/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Mookane Leficia,** 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, Boksburg, at 182 Leeupoort Street, Boksburg, on Friday, 4 March 1994 at 11:15, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

Erf 1727, Dawn Park Extension 31, Registration Division IR, Transvaal, measuring 805 m^2, held by the Defendant under Deed of Transfer T81676/91, being 11 Hussink Highway, Dawn Park Extension 31, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, kitchen, two bedrooms, bathroom and separate w.c.

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

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

Dated at Johannesburg this 19th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z69625/Mr Livingstone/kw.)

Case 4511/93
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Wilgeboom 85 Trust,** First Defendant, **Willem Frederick Landman,** Second Defendant, and **Toska Landman,** Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held by Sheriff for the Supreme Court, Potchefstroom, at the main entrance to the Magistrate's Court, Van Riebeeck Street, Potchefstroom, on Friday, 11 March 1994 at 11:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Potchefstroom, 195 Kerk Street, Potchefstroom:

Portion 85 (a portion of Portion 55), farm Wilgeboom, measuring 9,7103 hectares, held by the Defendants under Deed of Transfer T79700/1991, being 85 Dirt Road, Wilgeboom Agricultural Holdings.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, TV-room, five bedrooms, two bathrooms/w.c., kitchen, scullery, laundry, two garages, play room, large shed, swimming-pool and three sheepsheds.

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

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

Dated at Johannesburg this 16th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z65443.) (Ref. Z65443/FCLS/WR/Mr Brewer/djl.)

Case 11574/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Setta Seth Motloung** (Identity Number 5312045205089), First Defendant, and **Patricia Kedibone Motloung** (Identity Number 5907230667082), Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 9 March 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Stand 155, Jouberton Extension 6 Township, Registration Division IP, Tranvaal, measuring 375 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL35228/1989, being 155 Jouberton Extension 6.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom/w.c. and kitchen.

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

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

Dated at Johannesburg this 17th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z70153.) (Ref. Z70153/FCLS/WR/Mr Brewer/djl.)

Case 10125/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Ligwa Nkete** (Identity Number 4409195293088), First Defendant, and **Gladys Nobasa Nkete,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Klerksdorp at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 9 March 1994 at 11:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Erf 2579, Kanana Extension 1 Township, Registration Division LP, Transvaal, measuring 135 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL2059/1992, being 2579 Kanana.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen.

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

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

Dated at Johannesburg this the 17th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z69517.) (Ref. Z69517/FCLS/WR/Mr Brewer/djl.)

Case 8604/93

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

In the matter between **United Bank** (Reg. No. 86/04794/06), a Division of ABSA Bank Limited, Plaintiff, and **Hendrik Johannes Spaarwater Pretorius,** First Defendant, and **Aletta Wilhelmina Louisa Pretorius,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 1 September 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 23 March 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: Erf 1224, Crystal Park Extension 1 Township, situated on 5 Clydesdale Street, in the Township of Crystal Park Extension 1, District of Benoni, measuring 814 (eight hundred and fourteen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising of an entrance-hall, lounge, kitchen, three bedrooms, two bathrooms, garage and w.c.

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

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

Dated at Boksburg on this the 7th day of February 1994.

Hammond Pole & Dixon, Attorneys for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. Mrs Teixeira/AU0260.)

Case 11612/93

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

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06) (United Bank Division), Plaintiff, and **Francesco Giacomazzo,** First Defendant, and **Helen Giacomazzo,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 30 November 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 14 March 1994 at 10:00, at the office of the Sheriff, Du Pisanie Building, 72 Joubert Street, Germiston, to the highest bidder:

Certain: Erf 1910, Bedfordview Extension 386 Township, situated on 4 Angela Road, Bedfordview Extension 386, in the Township of Bedfordview Extension 386, District of Germiston, measuring 1 660 (one thousand six hundred and sixty) square metres.

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

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

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

Dated at Germiston on this the 8th day of February 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. AUO305/Mrs Teixeira.); c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview.

Case 9262/93

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

In the matter between **United Bank,** a division of ABSA Bank Limited (Reg. No. 86/04794/06), Plaintiff, and **Grant Alexander Andrew Baird,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 21 September 1993 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 23 March 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 2369, Crystal Park Extension 3 Township, situated on 5 Oxpecker Crescent, in the Township of Crystal Park Extension 3, District of Benoni, measuring 813 (eight hundred and thirteen) square metres.

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

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

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

Dated at Boksburg on this 7th day of February 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. Mrs Teixeira/AU0289.)

Case 4764/93

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

In the matter between **ABSA Bank Limited,** United Bank Division (Reg. No. 86/04794/06), Plaintiff, and **George Pereira Luise,** First Defendant, and **Yvonne Una Luise,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 29 June 1993 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 18 March 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 403, Van Dykpark Township, situated on 12 Crossberry Street, Van Dykpark, in the Township of Van Dykpark, District of Boksburg, measuring 884 (eight hundred and eighty-four) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising of lounge, dining-room, three bedrooms, bathroom, separate w.c., kitchen, double car-port, w.c. and precast walls.

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

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

Dated at Boksburg on this 8th day of February 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. AU0203/Mrs Teixeira.)

Case 5244/93

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

In the matter between **Allied Bank,** a division of ABSA Bank Limited (Reg. No. 86/04794/06), Plaintiff, and **Sadhasivan Thavandren Kisten,** First Defendant, and **Annette Kisten,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 22 October 1993 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 23 March 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 47, Rynsoord Township, situated on 15 Jacques Street, in the Township of Rynsoord, District of Benoni, measuring 1 160 (one thousand one hundred and sixty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, metal roof, comprising an entrance-hall, lounge, dining-room, family room, kitchen, four bedrooms, bathroom with w.c., w.c. with a shower, double garage, w.c., scullery, laundry, granny flat with four bedrooms, kitchen, bathroom and w.c.

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

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

Dated at Boksburg on this 8th day of February 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. Mrs Teixeira/AF6234.)

Saak 7958/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Petrus Jakobus Louis Rademeyer,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in ondergemelde sake, soos deur ABSA Bank Beperk verkry, sal verkoping sonder 'n reserweprys gehou word te:

Balju, Cullinan, voor die Landdroskantoor, Cullinan, op 11 Maart 1994 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die vendusie-afslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Cullinan, voor die verkoping ter insae sal lê:

Eiendom: Gedeelte 60 ('n gedeelte van Gedeelte 50), van die plaas Leeuwkloof 285, Registrasieafdeling JR, Transvaal, groot 21,4845 (twee een komma vier agt vier vyf) hektaar, gehou kragtens Akte van Transport T33031/1988.

Beskrywing: Twee hout motorhuise, grasdak kliprondawel en klipwoonhuis onder grasdak. Verbeteringe nie gewaarborg nie.

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

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

Geteken te Pretoria op hierdie 11de dag van Februarie 1994.

Coetzee, Prokureurs vir Eiser, SALU-gebou, 15de Verdieping, hoek van Andries- en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Verw. mnr. Coetzee/NP/292/93.)

Saak 114392/92
PH 438

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Bank of Lisbon International Limited,** Eiser, en **Bruce Darryl Armstrong,** Eerste Verweerder, en **Johannes Benjamin Morrison,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Johannesburg in bogemelde saak, sonder 'n reserweprys, gehou word deur die Balju van Heidelberg, Transvaal Landdroshof, Begemannstraat, Heidelberg, op Vrydag, 4 Maart 1994 om 09:00, van die ondervermelde eiendom op die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Heidelberg, Transvaal, voor die verkoping ter insae sal lê:

Erf 325, Vaalmarina-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 227 (eenduisend tweehonderd sewe-en-twintig) vierkante meter, gehou kragtens Akte van Titel T67397/91.

Die volgende inligting is verskaf insake die verbeteringe, maar niks in die verband word gewaarborg nie: N/a.

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: Die koper sal verantwoordelik wees aan die Balju vir betaling van sy kommissie bereken teen 'n koers van 4% (vier persent) op die verkoopprys van die eiendom, plus die koste van advertensie, asook die kostes ten opsigte van die betekening van die verkoopvoorwaardes en kennisgewings van gemelde verkoping.

Gedateer te Johannesburg hierdie 31ste dag van Januarie 1994.

A. Berlowitz, vir Berlotwitz, Cross & Associates, Plaintiff's Attorneys, First Floor, UHDE House, 5 St Davids Place, Parktown; P.O. Box 3130, Johannesburg, 2000. (Tel. 484-7745.) (Ref. Mrs Setzer/DMCK/212.)

Case 114392/92
PH 438

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

In the matter between **Bank of Lisbon International Limited,** Plaintiff, and **Bruce Darryl Armstrong,** First Defendant, and **Johannes Benjamin Morrison,** Second Defendant

In execution of a judgment of the Magistrate's Court for the District of Johannesburg in the above-mentioned suit, a sale without a reserve price will be held by the Sheriff of Heidelberg, at Magistrate's Court, Begemann Street, Heidelberg, on Friday, 4 March 1994 at 09:00, of the undermentioned property on the conditions to be read out by the auctioneer at the time of the sale and which conditions of sale may be inspected at the offices of the Sheriff, Heidelberg, Transvaal, prior to the sale:

Erf 325, Vaalmarina Township, Registration Division IR, Transvaal, measuring 1 227 (one thousand two hundred and twenty-seven) square metres, held by Deed of Transfer T67397/91.

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

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: The purchaser shall be liable for and shall pay to the Sheriff his commission calculated at the rate of 4% (four per cent) of the purchase price of the property sold, plus the costs of advertising and the costs relating to the service of the conditions and notices of sale.

Dated at Johannesburg on this the 31st day of January 1994.

A. Berlowitz, for Berlotwitz Cross & Associates, Plaintiff's Attorneys, First Floor, UHDE House, 5 St Davids Place, Parktown, Johannesburg; P.O. Box 3130, Johannesburg, 2000. (Tel. 484-7745/9.) (Ref. Mr Berlowitz/DMCK/212.)

KENNISGEWING VAN GEREGTELIKE VERKOPING

Ter uitwinning van vonnisse van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in ondergemelde sake, soos deur **Nedcor Bank Beperk** verkry, sal 'n verkoping sonder reserwe prys gehou word te Balju—Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria-Noord op 11 Maart 1994 om 11:00, van die ondervermelde eiendomme van die Verweerders op die voorwaardes wat deur die vendusie-afslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê.

Saak: 10281/93

Vonnisskuldenaar: **Matthys Jacobus Marais**

Eiendom: Erf 901, Doornpoort-dorpsgebied, Registrasieafdeling JR, Transvaal;

Beter bekend as: Delphiniumstraat 41, Doornpoort

Groot: 1 000 (eenduisend) vierkante meter;

Gehou: Kragtens Akte van Transport T77339/90

Beskrywing: Woonhuis onder teëldak bestaande uit sitkamer, eetkamer, familiekamer, vier slaapkamers, twee en 'n halwe badkamers, kombuis en aparte opwas. Geplaveide oprit. Die eiendom is omheim met voorafvervaardigde betonmure.

Verwysing: Mnr. Coetzee/RL/353/93.

Saak: 9517/93

Vonnisskuldenaar: **Z. R. Qwabe**

Eiendom: Leasehold Stand 603, Soshanguve F, Residential Area of Soshanguve, district of the District Representative, Department of Development Aid, Soshanguve

Groot: 457 (vier vyf sewe) vierkante meter;

Gehou: Kragtens Akte van Transport T29791/1992

Beskrywing: Woonhuis bestaande uit twee slaapkamers, badkamer, kombuis en sitkamer. Die eiendom is omhein met draad.

Verwysing: Mnr. Coetzee/RL/326/93.

Saak: 10589/91

Vonnisskuldenaar: **P. M.** en **M. M. H. Chiloane**

Eiendom: Leasehold Stand 2679, Blok GG, Soshanguve, Residential Area of Soshanguve, district of the District Representative, Department of Development Aid, Soshanguve

Groot: 451 (vier vyf een) vierkante meter;

Gehou: Kragtens Akte van Transport T36349/92

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

Verwysing: Mnr. Coetzee/RL/742/93.

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

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

Geteken te Pretoria op hierdie 11de dag van Februarie 1994.

Coetzee, S.A.L.U.-gebou, 15de Verdieping, hoek van Andries en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Verw. Mnr. Coetzee/RL.)

Case 22096/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Verwoerdburg Home Care CC,** (CK90/37671/23), First Defendant, and **Daniël Lendy Botes,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property with a reserve of R68 000, will be sold in execution to the highest bidder, to be held on, 10 March 1994 at 10:00, at the Sheriff's Office, 49 Kempston Avenue, Benoni.

Plot 58, Fairlead Agricultural Holdings, Registration Division IR, Transvaal, measuring 1,7779 hectares, held by the Second Defendant under Deed of Transfer T73195/91, situated at 551 Pretoria Road, Fairleads, Benoni.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling-house consisting of two bedrooms, lounge, kitchen, laundry. Two garages. Property is fenced with wire.

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, Benoni.

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R348414/nv.)

Case 13620/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Ltd,** Plaintiff, and **Fayifeni Samsom Zwane,** First Defendant, and **Tshikhathali Maria Zwane,** Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Ermelo, in front of the Magistrate's Court, Jan van Riebeeck Street, Ermelo, on 10 March 1994 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Ermelo, G. F. Botha and Van Dyk Building, corner of Church and Joubert Streets, Ermelo, and which will be read by him at the time of the sale, of the following property owned by Defendants:

All the right, title and interest in the leasehold in respect of: Erf 2969, in the Township of Wesselton Extension 1, Registration Division IT, Transvaal.

Measuring: 880 (eight hundred and eighty) square metres.

Held by the Defendants under Certificate of Registered Grant of Leasehold TL32882/1989.

This property is situated at Stand 2969, in the Township of Wesselton Extension 1, Ermelo, Transvaal.

The property is improved as follows: Lounge, three bedrooms, toilet, kitchen, bathroom. Single-storey dwelling-house.

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

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within thirty (30) days from the date of sale.

Dated at Pretoria on this the 11th day of February 1994.

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

Case 8697/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Hooper Neil Leonard,** First Defendant, and **Hooper Rosheen Mary,** Second Defendant

In execution of a judgment of the above Honourable Court, a sale without reserve will be held at the Johannesburg Sheriff's Office, 131 Marshall Street, Johannesburg, on 10 March 1994 at 10:00, of the undermentioned property on the conditions which will lie for inspection at the offices of the said Sheriff, prior to the sale:

A unit consisting of: (a) Section 4, as shown and more fully described on Sectional Plan SS307/1985 in the Scheme known as 307 Beldeen Court, in respect of the land and building or buildings situate at Birnam Township, in the Area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 79 (seventy-nine) square metres in extent; (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 ST88458/92; and also known as Flat 4, Beldeen Court, 69 Corlett Drive, Birnam, Johannesburg, and Parking Bay 16.

The following particulars are furnished *re* the improvements, none of which is guaranteed: A unit consisting of office, one and a half bathroom, kitchen and training room.

Terms: Deposit 10% (ten per centum) of the purchase price and the auctioneer's charges in cash on the day of the sale and the balance plus interest against registration of transfer, to be secured by an acceptable guarantee to be furnished within fourteen (14) days from the date of the sale.

Auctioneer's charges, to be calculated as follows:

5% (five per centum) of the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) up to a maximum fee of R6 000. Minimum charge R100.

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

Tonkin, Clacey, Anderson & Moore, Execution Creditor's Attorneys, Sanlam Arena, 10 Cradock Avenue, Rosebank, Johannesburg. (Tel. 884-7644.)

Saak 21511/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Universal Group Ltd,** trading as SA Oil Mills, Plaintiff, and **Justice Thula Radebe,** trading as **Mthimkhulu Lesedi City,** Defendant

'n Verkoping, sonder voorbehoud, sal gehou word by die Balju te Eenheid 2, Northview, Richardlaan 45, Halfway House, op Woensdag, 16 Maart 1993 om 14:30, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju voor die verkoping:

Gedeelte 6 van Erf 58, Kelvin, distrik Randburg, Registrasieafdeling IR, Kelvin, groot 2 274 vierkante meter.

Verbeterings soos hieronder beskryf nie gewaarborg nie: *Hoof geboue:* Drie slaapkamerhuis, twee badkamers, aparte stort, studeerkamer, twee badkamers met 'n aparte toilet, studeerkamer, staandak tipe met dakteëls, gedeeltelik siersteen met die res gepleister. *Buitegeboue:* Dubbel garage, bediendekamer, swembad op perseel en omhein met baksteen skermmuur.

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

Geteken te Pretoria op hierdie dag van 1994.

Hurwitz & Pashut, Eiser se Prokureurs, Derde Verdieping, Centenarygebou, Bureaulaan, Pretoria. (Tel. 323-2614/6.) (Verw. mnr. Brazington/rs/M88.)

Case 21511/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Universal Group Ltd,** trading as SA Oil Mills, Plaintiff, and **Justice Thula Radebe,** trading as **Mthimkhulu Lesedi City,** Defendant

A sale without reserve will be held at the Sheriff's Office, Unit 2, Northview, 45 Richard Drive, Halfway House, on Wednesday, 16 March 1994 at 14:30, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Portion 6 of Erf 58, Kelvin, District of Randburg, Registration Division IR, Kelvin, measuring 2 274 square metres.

Improvements described hereunder are not guaranteed: *Main building:* Three bedroomed house, two bathrooms, study-room, separate toilet, tiled steel roof, double garage and servants' quarters with swimming-pool. Outbuildings.

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

Dated at Pretoria on this day.

Hurwitz & Pashut, Plaintiff's Attorneys, Third Floor, Centenary Building, Bureau Lane, Church Square, Pretoria. (Tel. 323-2614/6.) (Ref. Mr Brazington/rs/M88.)

Saak 57343/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Monapati Beheerliggaam,** Eiser, en **T. W. G. van Rensburg,** Eerste Verweerder, en **S. I. van Rensburg,** Tweede Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 1 Oktober 1993, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerders, onderhewig aan die bepalings van artikel 66 (2) van die Landdroshowewet, Wet No. 32 van 1944, soos gewysig, aan die hoogste bieër, deur die Balju, Pretoria-sentraal, in eksekusie verkoop word op Dinsdag, 15 Maart 1994 om 10:00, te die kantore van die Balju, Pretoria-sentraal, Sinodalesentrum, Visagiestraat 234, Pretoria, naamlik:

Eenheid 7, soos getoon en vollediger beskryf op Deelplan 99/84, in die gebou of geboue wat bekend staan as Monopati, grootte 91 vierkante meter, en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue, soos getoon en vollediger beskryf in die hiervoorgemelde deelplan, aan genoemde deel toegedeel ooreenkomstig die deel-nemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST90033/1992, bekend as Woonstel 213, Visagiestraat 280, Pretoria.

Ten tye van die voorbereiding van hierdie kennisgewing het die volgende verbeterings op die eiendom bestaan maar niks word in hierdie verband gewaarborg nie: 'n Tweeslaapkamer woonstel met badkamer, eetkamer en kombuis.

Die verkoopvoorwaardes lê ter insae te die kantore van die Balju, Pretoria-sentraal, Sinodalesentrum, Visagiestraat 234, Pretoria, waar dit gedurende normale kantoorure ingedien kan word.

Geteken op die 11de dag van Februarie 1994.

E. van der Westhuizen, Prokureur vir Eiser, Eerste Verdieping, Rentbelgebou, Bureaulaan, Kerkplein, Pretoria. (Tel. 323-6594/6/8.) (Verw. EVDW/T 216.)

Saak 11234/91

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Trust Bank,** 'n divisie van Bankorp Beperk, Eiser, en **Hendrik David van Niekerk,** Eerste Verweerder, **Theodora Anna Elizabeth van Niekerk,** Tweede Verweerder

Ingevolge 'n vonnis en lasbrief vir eksekusie gedateer 9 Desember 1991, sal die ondergenoemde eiendom in eksekusie verkoop word sonder reserwe aan die hoogste bieër deur Libra Afslaers, Lepelaarstraat 3, Daggafontein, Springs, op 18 Maart 1994 om 12:30:

Beskrywing van eiendom:

Hoewe: Erf 396, Daggafontein-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 720 (sewehonderd en twintig) vierkante meter, soos gehou kragtens Transport Akte 9288/90, geleë te Erf 396, Daggafontein-uitbreiding 2-dorps-gebied, geleë te Erf 396, geleë in Daggafontein-uitbreiding 2, Registrasieafdeling IR, Transvaal.

Verbeteringe: Geen waarborg egter ten opsigte hiervan gegee nie. Woonhuis van stene gebou met 'n staal dak, sitkamer, eetkamer, gang, drie slaapkamers, badkamer, toilet, kombuis, woonstel met slaapkamer, badkamer, kombuis en motorhuis.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word aan die hoogste bieer en die verkoping sal onderworpe wees aan artikel 66 van die Landdroshowewet, Wet No. 32 van 1944.

2. Die koper sal verantwoordelik wees vir betaling aan die Eiser van rente teen 21,5% (een-en-twintig komma vyf persent) per jaar op die vonnisskuld vanaf 9 Desember 1991, tot datum van registrasie van transport.

3. Die koopprys sal as volg betaalbaar wees:

(a) 10% (tien persent) daarvan onmiddellik na ondertekening van die verkoopvoorwaardes, en;

(b) Die balans van die koopprys binne 21 (een-en-twintig) dae, in kontant, of verseker deur 'n bank- of bougenootskap-waarborg, sodanige betaling en/of waarborg moet verskaf word aan die Balju.

4. Die voorwaardes van verkoop wat uitgelees sal word deur die Balju, onmiddellik voor die geregtelike verkoping, sal by sy kantore ter insae lê, en kan te enige tyd gedurende kantoorure geinspekteer word.

Gedateer te Springs op hierdie 3de dag van Februarie 1994.

C. I. Hitchinson, vir J. R. du Plessis & Burger, Prokureur vir Eiser, Eerste Verdieping, Alliedgebou, Vyfde Laan, Posbus 880, Springs. (Verw. mnr. Hitchinson/FN.)

Case 05064/92
PH 482

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Execution Creditor, and **Zackey Fork Properties CC,** 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 the Sheriff for the Supreme Court for the District of Benoni, situated at 49 Kempston Avenue, Benoni, on Thursday, 10 March 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 Holding 62, Benoni North Agricultural Holdings, Registration Division IR, Transvaal, measuring 2,0235 hectares, held under Deed of Transfer T36996/1979, situated at 62 Kirchner Road, Benoni (the property) and which property consists of the following improvements in respect whereof nothing is however warranted or guaranteed:

The property is a double storey detached dwelling and consisting of entrance-hall, lounge, family-room, dining-room, study, kitchen, pantry, scullery, six bedrooms, three bathrooms, three showers, three w.c.'s, dressing-room, snooker room, bar, laundry and a single storey dwelling consisting of entrance-hall, lounge, two family-rooms, dining-room, kitchen, three bedrooms, two bathrooms, shower and two w.c.'s.

The outbuildings consist of four garages, three carports, four servant rooms, two kitchens, two store-rooms, bathroom, w.c. and two workshops.

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

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

Terms:

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

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

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

Dated at Johannesburg this 8th day of February 1994.

Max Cohen, Plaintiff's Attorneys, 410 Delbree House, 300 Bree Street, P.O. Box 4184, Johannesburg, 2000. Docex 257, Johannesburg. (Tel. 333-0046.) (Fax. 29-0274.) (Ref. M. S. MacDonald/F87.)

Saak 2725/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **Rufwil Elektries (Edms.) Bpk.,** Eksekusieskuldeiser, en **J. L. van Wyk,** Eerste Eksekusieskuldenaar, en **S. M. van Wyk,** Tweede Eksekusieskuldenaar

Ter uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik in bogemelde Hof op 20 Augustus 1993, sal die onderstaande eiendom geregtelik verkoop word voor die Landdroskantore te Nelspruit, op 4 Maart 1994 om 10:00, of so spoedig moontlik daarna, naamlik:

Eksekusieskuldenaar se reg, titel en belang in Erf 2092, geleë in die dorp Nelspruit-uitbreiding 13, Registrasieafdeling JU, Transvaal, groot 1 336 vierkante meter, onderworpe aan die voorwaardes vermeld in die titelakte van voormelde eiendom kragtens Akte van Transport T67394/91.

Die volgende verbeterings is op die eiendom, synde: Woonhuis en buitegeboue.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshofwet en reëls aan die hoogste bieër verkoop word.

Die koopprys is as volg betaalbaar, synde:

1. 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju van die Landdroshof.

2. Die balans plus rente by wyse van 'n bank- of bougenootskapwaarborg betaalbaar ten registrasie van die eiendom in die naam van die koper en waarvoor waarborge gelewer moet word binne veertien (14) dae vanaf datum van verkoping.

Die verkoping geskied voetstoots en die voorwaardes van verkoping sal gedurende kantoorure by die Balju van die Landdroshof te Nelspruit ter insae lê.

Geteken te Nelspruit op hede hierdie dag van Februarie 1994.

P. L. du Toit, vir Du Toit-Smuts Prokureurs, Du Toit-Smutsgebou, Andersonstraat 21B, Nelspruit. (Verw. Invorderings/rm/RUF2 R50/93.)

Aan: Die Balju van die Landdroshof, Nelspruit.

Aan: Die Laevelder, Nelspruit.

Aan: Die Staatskoerant, Pretoria.

Aan: Die Klerk van die Hof, Nelspruit.

Saak 913/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HEIDELBERG TRANSVAAL GEHOU TE HEIDELBERG TRANSVAAL

In die saak tussen **ABSA Bank Beperk** (Allied Bank Division), Eiser, en **Gideon Schoonbeek Pretorius,** Eerste Verweerder, en **Marita Pretorius,** Tweede Verweerder

Ter uitvoering van 'n vonnis in die Landdroshof, Heidelberg, Transvaal, gedateer 11 November 1993 en lasbrief vir eksekusie tot geregtelike verkoping uitgereik, sal die ondervermelde eiendom op 18 Maart 1994 om 09:00, by die Landdroskantoor, Begemanstraat, Heidelberg, Transvaal, aan die hoogste bieder geregtelik verkoop word:

Erf 270, Heidelberg, Transvaal, Registrasieafdeling IR, Transvaal.

Verbeteringe (geen waarborg word egter ten opsigte hiervan gegee nie).

1. Die eiendom word met voorbehoud aan die hoogste bieder verkoop en die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarvolgens uitgevaardig.

2. Die koper sal 'n deposito van 10% (tien persent) van die koopprys in kontant teen ondertekening van die voorwaardes van verkoping betaal en die balans van die koopprys tesame met rente teen heersende bankrentekoerse vanaf datum van verkoping tot datum van registrasie van transport, sal betaal of verseker word deur 'n goedgekeurde bank- of bougenootskapwaarborg, ten gunste van die Vonnisskuldeiser en/of sy genomineerde en ingehandig te word binne veertien (14) dae na datum van die verkoping.

3. Registrasie van transport sal bewerkstellig word deur die Vonnisskuldeiser se prokureurs en die koper sal op aanvraag alle bedrae betaal om transport te neem, insluitende hereregte, belastings, agterstallige belasting (indien enige) rente, verkoopkommissie en enige ander bedrag benodig ten einde registrasie te bewerkstellig.

4. Al die verkoopvoorwaardes is by die kantore van die Balju, Heidelberg, Transvaal, ter insae beskikbaar en persone wat belangstel, word versoek om met die Vonnisskuldeiser, wie bereid mag wees om 'n lening aan 'n goedgekeurde koper toe te staan in verbinding te tree.

Gedateer te Heidelberg Transvaal op hede die 8ste dag van Februarie 1994.

Liebenberg & Malan Ing., Ueckermannstraat 20, Posbus 136, Docex 2, Heidelberg, Transvaal, 2400. [Tel. (0151) 4164.] (Verw. Maureen Minny.)

Case 12700/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Morris, Roderick William,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the Office of the Sheriff of the Supreme Court, Benoni, 49 Kempston Avenue, Benoni, on 10 March 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Holding 99, Lilyvale Agricultural Holdings, area 1,6187 (one comma six one eight seven) hectares, situation 99 De Wet Street, Lilyvale.

Improvements (not guaranteed): Lounge, family room, dining-room, study, kitchen, scullery, four bedrooms, two bathrooms, shower, two w.c.s', dressing room, three garages, servant's quarters and store-room.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; 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 at 3% (three per centum) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 7th day of February 1994.

Norton-Lambrianos, c/o Helen Ellis, Plaintiff's Attorneys, Fourth Floor, 66 Smal Street, Johannesburg. (Tel. 886-3433) (Ref. Mr Lambrianos/F1368/M25/MM.)

Saak 16337/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **J. E. F. Gerber,** Eiser, en **J. A. G. Kruger,** Verweerder

Ten uitvoerlegging van 'n vonnis van die Landdros, Pretoria, gedateer 20 Maart 1993, sal ondervermelde eiendom op 4 Maart 1994 om 11:00, op 'n publieke veiling te kantoor van die Balju, Wonderboom:

Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), deur die Balju vir die Landdroshof van Wonderboom, aan die hoogste bieër vir kontant verkoop word naamlik:

Erf 1695, geleë in die dorpsgebied The Orchards, Registrasieafdeling JR, Transvaal, ook bekend as Gillispieweg 21, The Orchards.

Groot: 918 (nege een agt) vierkante meter, gehou kragtens Akte van Transport T13164/1992.

Besonderhede word nie gewaarborg nie.

Woonhuis: Sitkamer, kombuis, eetkamer, twee badkamers en drie slaapkamers met aparte toilet.

Buite: Dubbel garage en swembad.

Besigtig voorwaardes by Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord.

Geteken te Pretoria op die 7de dag van Februarie 1994.

J. L. Gerber, vir Van Heerden & Van Staden, Prokureurs vir Eiser, Tweede Verdieping, Esselen 202, Esselenstraat, Sunnyside. (Tel. 44-2358) (Verw. J. L. Gerber/md.)

Saak 10459/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Boland Bank Beperk,** Eiser, en **Charles Christian Terry,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak, sal 'n verkoping gehou word te die Sinodale Sentrum, Visagiestraat 234, Pretoria, op 15 Maart 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die veilingsafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Hooggeregshof, Pretoria-sentraal, te Messcor Huis, Margarethastraat 30, Pretoria, voor die verkoping ter insae sal lê:

1. Erf 234, geleë in die dorpsgebied Môregloed, Registrasieafdeling JR, Transvaal, groot 952 vierkante meter, gehou kragtens Akte van Transport T16987/80.

Verbeterings: Siersteen woonhuis met drie slaapkamers, twee vol badkamers, sitkamer, eetkamer, kombuis, gesinskamer, naaldwerkkamer, buitekamer, motorafdakke, garage, sink, swembad en beton omheining.

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

Geteken te Pretoria hierdie 9de dag van Februarie 1994.

E. J. L. van der Merwe, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir die Eiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mnr. Van der Merwe/nvz/CB 30112.)

KAAP · CAPE

Case 23069/93

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

In the matter between **Davetal Jewellers (Pty) Limited,** Plaintiff, and **Syster James Jewell** and **Maria Jewell,** First Defendant, and **Johannes Jewell** and **Janet Johanna Jewell,** Second Defendant

In pursuance of judgement granted on 29 October 1993, in the Bellville Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 28 March 1994 at 14:00, at the Magistrate's Court, Bellville, to the highest bidder:

Description: Erf 12017, Parow, in the Municipality of Parow, Division of Cape, in extent 446 (four hundred and forty-six) square metres.

Postal address: 46 Hennie Fortuin Crescent, Ravensmead.

Improvements: The following improvements are reported but not guaranteed: Dwelling with two bedrooms, kitchen, lounge, store-room, bathroom, toilet, asbestos roof, held by the Defendant in his name under Deed of Transfer T45320/1989.

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.

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.

5. The complete conditions of sale will be read out at the time of the sale and may by inspected prior thereto at the offices of the Sheriff of the Court, and at the offices of the undersigned.

Dated: 26 January 1994.

L. Kadish & Co., Fifth Floor, De Waal House, 172 Victoria Road, Woodstock; P.O. Box 17, Woodstock. (Tel. 472740/1/3.) (SK/CP/J39.)

Case 45617/91

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

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

In pursuance of a judgment in the Court of the Magistrate of Wynberg, dated 1 October 1991, the following will be sold in execution on Wednesday, 9 March 1994 on 14:00, on site to the highest bidder:

Certain:

1. Remainder Erf 52240, Cape Town, at Claremont, in the City of Cape Town, Cape Division.

2. Remainder Erf 52239, Cape Town, at Claremont, in the City of Cape Town, Cape Division.

Measuring:

1. 459 (four hundred and fifty-nine) square metres.

2. 446 (four hundred and forty-six) square metres.

Held:

Both held by Deed of Transfer T12840/1973.

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

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

Conditions of sale:

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

2. *Terms:*

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

3. *Conditions:*

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

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

Saak 16094/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Christopher John Douglas Ferguson,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 7 Mei 1993, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Woensdag, 16 Maart 1994 om 09:00, op die perseel te Negende Laan 185, Kraaifontein, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word.

Erf 4191, Kraaifontein, in die munisipaliteit Kraaifontein, afdeling Kaap, groot 496 vierkante meter, gehou kragtens Transportakte T72719/91.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, sitkamer, eetkamer, kombuis, 1½ badkamers, drie slaapkamers en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, C. J. Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow; en/of Die Balju, E. J. Matthee, Northumberlandweg 29, Bellville. (Tel. 948-8326.)

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys 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 Afslaer, C. J. Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow; en/of Die Balju, E. J. Matthee, Northumberlandweg 29, Bellville. (Tel. 948-8326.)

Datum: 31 Januarie 1994.

Fourie Basson & Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow. (JF/LA/A183.)

Saak 1049/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **NBS Bank Beperk,** Eiser, en **H. H. en J. C. le Roux,** Verweerder

Ingevolge 'n vonnis van die Landdroshof te Bellville, gedateer 17 September 1992 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Dorpstraat 73, Kraaifontein, per publieke veiling te koop, aangebied op 14 Maart 1994 om 10:30:

Erf 1650, Kraaifontein, ook bekend as Dorpstraat 73, Kraaifontein, afdeling Paarl, groot 496 vierkante meter, gehou kragtens Transportakte T58561/91.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 21% (een-en-twintig persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer op die 27ste dag van Januarie 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ELN156.)

Case 5158/93

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

In the matter between **N.B.S. Bank Ltd,** Plaintiff, and **John Herman Barkley,** First Defendant, and **Wilhelmina Katrina Barkley,** Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 11 June 1993, the undermentioned property will be sold in execution at the premises on Thursday, 10 March 1994 at 11:30:

Erf 1716, Blue Downs, in the Lower Kuils River No. 1 Local Area, Division of Stellenbosch, measuring 200 (two hundred) square metres, and comprising of asbestos roof dwelling with lounge, two bedrooms, bathroom, toilet and kitchen, and known as 5 Pau Street, Malibu Village, Blue Downs.

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 27th day of January 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 9855/93

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Dennis Oppelt** and **Chrismaur Ziervogel**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Courthouse for the District of Kuils River, on Friday, 4 March 1994 at 09:00:

Erf 2266, Eerste River, in Lower Kuils River No. 1 Local Area, in extent 420 (four hundred and twenty) square metres, held by Deed of Transfer T49251/89, and situated at 35 Arniston Crescent, High Places, Eerste River, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma 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 the 26th day of January 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z21108.)

Saak 3300/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KNYSNA GEHOU TE KNYSNA

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Plett 692 (Edms.) Bpk.,** Eerste Eksekusieskuldenaar, **Daniel Lourens Lemmer,** Tweede Eksekusieskuldenaar, en **Catharina Johanna Lemmer,** Derde Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Knysna en 'n lasbrief vir eksekusie gedateer 20 Januarie 1994, sal die volgende eiendom in eksekusie verkoop word op Woensdag, 2 Maart 1994 om 10:00, te die gegewe perseel naamlik:

Erf 692, Plettenbergbaai (ook bekend as Salmackweg 1, Plettenbergbaai), in die munisipaliteit Plettenbergbaai, afdeling Knysna, groot 766 vierkante meter, gehou kragtens Transportakte T58674/89.

Verbeterings: Sakegebou van 264 vierkante meter, geleë op die Look Outstrandgebied.

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 bieër sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde wet.

2. 10% (tien persent) van die koopprys is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprys, tesame met rente daarop bereken teen die huidige rentekoers van 18,50% (agtien komma vyf nul persent) vanaf 1 Desember 1993 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 grondbelastings en heffings vir die huidige jaar en afslaerskommissie betaal.

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

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju Knysna, sowel as by die kantore van Vowles Callaghan & Boshoff, Conciliumgebou, Queenstraat 24, Knysna asook Raubenheimers Ingelyf, Die Sentrum, Hiberniastraat 72, George.

Gedateer te George hierdie 12de dag van Januarie 1994.

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

Case 8726/89

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

ABSA Bank Limited, trading as United Bank, *versus* **Harry Matthews Krige** and **Isabel Valerie Anne Krige**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 14 March 1994 at 09:00, to the highest bidder:

Erf 136, Kleinvlei, in extent 570 square metres, held by T3319/1987, situated at 7 Stanley Street, Kleinvlei, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D9U2185/gl.)

Case 1392/92

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

ABSA Bank Limited, trading as United Bank, *versus* **Colin Samuel Luke** and **Sheila Luke**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 14 March 1994 at 09:00, to the highest bidder:

Erf 1874, Eerste River, in extent 315 square metres, held by T61681/1987, situated at Wuppertal Street, Clairwood, Eerste River, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0210/gl.)

Case 10987/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Joseph Manuel** and **Lindsey Danielle Manuel**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 14 March 1994 at 09:00, to the highest bidder:

Erf 792, Blue Downs, in extent 411 square metres, held by T29280/1988, situated at 28 Victoria Road, Tuscany Glen, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, main en suite bathroom/toilet, shower/toilet and garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D9U1987/gl.)

Case 13357/93

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Mboneli Roy Menemene** and **Sarah Menemene**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 14 March 1994 at 09:00, to the highest bidder:

Erf 1189, Hagley, in extent 321 square metres, held by T44336/1993, situated at 3 Queen Guinevere Street, Camelot, Hagley, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3A0554/gl.)

Case 3410/93

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Wilson Johannes Musapo** and **Endrica Elizabeth Musapo**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 14 March 1994 at 09:00, to the highest bidder:

Erf 3524, Kleinvlei, in extent 256 square metres, held by T58573/1992, situated at 48 Pine Crescent, Kleinvlei, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3A0170/gl.)

Case 14691/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Glynn Stuart Longbottom** and **Lola Helene Longbottom**

The following property will be sold in execution at the site of the property, 2 Hantamberg Way, Kraaifontein, Cape, on Monday, 14 March 1994 at 09:45, to the highest bidder:

Erf 12778, Kraaifontein, in extent 283 square metres, held by T35236/1993, situated at 2 Hantamberg Way, Kraaifontein, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, three bedrooms, bathroom, shower/toilet, patio and garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0643/gl.)

Case 187/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **K.W.T. Municipality,** Plaintiff, and **C. Thompson,** Defendant

In pursuance of a judgment in the above Honourable Court of 3 February 1993 and a writ of execution dated 2 February 1993, the following immovable property will be sold in execution on 9 March 1994 at 10:40, at the offices of the Sheriff for the Magistrate's Court (Rose-Innes Auctions), 11A Dowing Street, King William's Town:

Erf 198, Breidbach King William's Town, Municipality and Division of King William's Town, in extent 24,16 poles (twenty-four comma sixteen) poles, being 11 Jurie Street, Breidbach, King William's Town, held by Deed of Transfer T9/1966.

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, banker 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 the 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 Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 31st day of January 1994.

Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. P. Wood/lrw.)

Case 1968/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **Fidelity Bank Limited,** Plaintiff, and **Ionnis Kacnis,** First Defendant, and **A. M. Kacnis,** Second Defendant

In pursuance of a judgment in the above Honourable Court of 30 November 1993 and a writ of execution dated 3 December 1993, the following immovable property will be sold in execution on 9 March 1994 at 10:50, at the offices of the Sheriff for the Magistrate's Court (Rose-Innes Auctions), 11A Dowing Street, King William's Town:

Erf 1300, a portion of Erf 5, Berling, Municipality of East London, Division of King William's Town, in extent 3,0292 hectares, being Hans Coetzee Street, Berlin, held by Deed of Transfer T2174/1988.

Description: Property consists of offices, ablutions, switch house, gate house, veranda, carport and shed.

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, banker 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 the 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 Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 1st day of February 1994.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. P. Wood/lrw.)

Case 12590/93

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

In the matter between **ABSA Bank Limited,** trading as United Bank, Judgment Creditor, and **Henry John Coetzee,** Judgment Debtor

In pursuance of a judgment granted on 9 August 1993, in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder on 9 March 1994 at 10:00, at Wynberg Court-house:

Description: Erf 11252, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent one hundred and sixty (160) square metres.

Postal address: 5 Lockhead Street, Mitchells Plain.

Improvements: Dwelling: Three bedrooms, lounge, kitchen, bathroom and toilet.

Held by Deed of Transfer 578/92.

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

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 3rd day of February 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.]

Case 11652/93

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

In the matter between **ABSA Bank Limited,** t/a United Bank, Judgment Creditor, and **John Gareth Faroa,** First Judgment Debtor, and **Angeline Faroa,** Second Judgment Debtor

In pursuance of a judgment granted on 12 November 1993, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 11 March 1994 at 09:00, at Kuils River Court-house:

Description: Erf 499, Scottsdene, in the Local Area of Scottsdene, Stellenbosch Division, in extent one hundred and seventy-six (176) square metres.

Postal address: 5 Plum Street, Watsonia Park, Scottsdene.

Improvements: Dwelling: Three bedrooms, dining-room, lounge, kitchen and bathroom.

Held by Deed of Transfer 21603/93.

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

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 2nd day of February 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorney, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Case 615/93

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

In the matter between **The Municipality of Cape Town,** Judgment Creditor, and **Leon Joseph Petersen,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Goodwood dated 11 June 1993 and warrant of execution dated 26 October 1993, the following will be sold in execution on 7 March 1994 at 11:00, at the Court-house, being:

Certain land, situated at Bonteheuwel, in the City of Cape Town, Cape Division, being Erf 141191, Cape Town at Bonteheuwel, measuring 324 (three hundred and twenty-four) square metres, held under Deed of Transfer 55819 dated 5 September 1991, also known as 9 Assegaai Avenue, Bonteheuwel.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed, in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Lounge, kitchen, two bedrooms, bathroom and toilet.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange.

3.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

3.3 Interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of twenty-two per centum (22%) per annum, for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved bank or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 6th day of January 1994.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0267 Mrs Liebrandt.)

Case 16097/93

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 **Ricardo van Rooyen,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town, and a warrant of execution dated 17 November 1993, the following property will be sold in execution on 7 March 1994 at 10:00, in front of the Kuils River Court-house, Van Riebeeck Street, Kuils River, to the highest bidder:

Certain Erf 3254, Blue Downs, measuring 369 square metres, known as 4 Payton Place, Malibu Village.

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, Kuils River, immediately prior to the sale, may be inspected at his office, Kuils River, and at the offices of Bredell & Murray, Suite 607, Nedbank Gardens, 33 Bath Street, Rosebank, Johannesburg.

Dated at Johannesburg on this 17th day of January 1994.

M. M. Garber, for Bredell & Murray, Plaintiff's Attorneys, Document Exchange, 38 Short Market Street, Cape Town, Docex 204, Johannesburg. [Tel. (011) 880-1864/7.] (Ref. Mrs Mazzola/Mrs Van Zyl/279/V52.)

Case 27551/93

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

In the matter between **ABSA Bank Limited** (formerly United Bank Limited), Plaintiff, and **D. Y. Brooks,** First Defendant, and **Mrs R. M. Brooks,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg, the following will be sold in execution on 8 March 1994 at 14:00, on site to the highest bidder:

Erf 7473, Constantia, 1 536 (one thousand five hundred and thirty-six) square metres, held by Deed of Transfer T49037/92, situated at 5 Withycombe Close, Constantia.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per cent) per annum, calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

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

Case 24535/93

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 **Wilhelmina Phigeland,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town and a warrant of execution dated 13 December 1993, the following property will be sold in execution on 9 March 1994 at 10:30, at 47 Carrington Avenue, Belhar, Cape Town, to the highest bidder:

Certain: Erf 18523, Bellville, measuring 211 square metres, known as 47 Carrington Avenue, Belhar.

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, Bellville, immediately prior to the sale, may be inspected at his office, Bellville, and at the offices of Bredell & Murray, Suite 607, Nedbank Gardens, 33 Bath Street, Rosebank, Johannesburg.

Dated at Johannesburg on this 25th day of January 1994.

M. M. Garber, for Bredell & Murray, Plaintiff's Attorneys, c/o Document Exchange, 38 Short Market Street, Cape Town. [Tel. (011) 880-1864/7.] (Ref. Mrs Mazzola/P29.)

Case 11697/93

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

In the matter between **ABSA Bank Limited** (formerly United Bank Limited), Plaintiff, and **W. H. Davids,** First Defendant, and **S. Davids,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain dated 16 August 1993, the following will be sold in execution on 9 March 1994 at 10:00, in front of the Magistrate's Court, for the District of Wynberg, to the highest bidder:

Erf 14108 (portion of Erf 17108), Mitchells Plain, 197 (one hundred and ninety-seven) square metres, held by Deed of Transfer T62751/92, situated at 36 Beaufort Crescent, Rocklands, Mitchells Plain.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

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

Case 34090/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **The Body Corporate St Claire Court (Building No. SS SS7/81),** Plaintiff, and **Miss Laetitia Rautenbach,** First Defendant, and **Cedric William Hayward,** Second Defendant

In execution of a judgment of the Magistrate's Court for the District of Cape Town, in the above-mentioned suit, a sale will be held at, 3 St Claire Court, High Level Road, Sea Point, on Tuesday, 22 March 1994 at 09:30, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Magistrate's Court, Cape Town:

Section 6, as shown and more fully described on Secional Plan SS SS7/81, in the building or buildings known as St Claire Court, and situated at Sea Point in the Municipality of Cape Town, Cape Division, of which section the floor area according to the Sectional Plan is 76 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 ST2365/1991, and situated at 3 St Claire Court, High Level Road, Sea Point.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 76 square metre dwelling comprising two bedrooms, lounge, kitchen, bathroom and separate toilet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

4% (four per centum) on the proceeds of the sale [minimum charges R50 (fifty rand)].

Dated at Cape Town this 7th day of February 1994.

William Inglis, Plaintiff's Attorneys, 53 Church Street, P.O. Box 67, Cape Town, Docex 88. (Tel. 22-2084.) (Ref. J. Luitingh/cf/S1424/3729.)

Case 13344/93

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

In the matter between **Voltex (Pty) Limited,** trading as Leonard & Co., Plaintiff, and **Colin George Compaan,** trading as Kenridge Electrical, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Bellville, and writ of execution, dated 13 May 1992, the undermentioned properties will be sold in execution on 2 March 1994, on site at 6 Lingen Street, Bellville at 11:00, to the highest bidder:

1. Erf 8391, Bellville, in the Municipality of Bellville, Cape Division, in extent 517 (five hundred and seventeen) square metres, held by Deed of Transfer T66740/1992, known as 6 Lingen Street, Bosbell, Bellville; and

2. Erf 8392, Bellville, in the Municipality of Bellville, Cape Division, in extent 515 (five hundred and fifteen) square metres, Held by Deed of Transfer T66741/92, known as 21 Boston Street, Boston, Bellville.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the properties are reported but nothing is guaranteed: 6 Lingen Street, Bosbell, Bellville: A brick dwelling consisting of three bedrooms, lounge, kitchen, dining-room, bathroom and garage. 21 Boston Street, Boston, Bellville: A brick dwelling consisting of three bedrooms, lounge, kitchen, dining-room, bathroom and garage.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 18,5% (eighteen comma five per cent) per annum calculated on the amount of the Judgment Creditor's claim and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

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

Datnow's, Attorneys for the Judgment Creditor, 4 Prestwich Street, Cape Town. (Tel. 419-7841.) (Ref. S. Adams/2504.)

Case 36937/93

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

In the matter between **First National Bank of SA Limited,** Plaintiff, and **M. Talip,** First Defendant, and **A. Talip,** Second Defendant

In terms of a judgment granted by the Magistrate's Court of Wynberg, dated 30 September 1993, and a warrant of execution dated 14 October 1993, the undermentioned property will be sold voetstoots and without reserve in execution by public auction, held on site to the highest bidder, on 7 March 1994 at 12:00:

Erf 58854, Cape Town, at Lansdowne, in the Municipality of Cape Town, Cape Division, more commonly known as 126 Lawson Road, Crawford Cape, in extent 542 (five hundred and forty-two) square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Court 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: Single dwelling, built of brick walls under tile roof, consisting of lounge, kitchen, three bedrooms, bathroom, w.c.

3. One tenth (1/10th) of the purchase price shall be paid in cash or by means of a bank guaranteed cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling bank rate to be paid against registration of transfer, and secured within fourteen (14) days after the date of the sale by a bank or building society guarantee.

4. The full and complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Court, Wynberg.

A. G. Butler, for Dommisse & Butler, Plaintiff's Attorneys, 21 Belmont Road, Rondebosch. (Ref. AGB/Mrs Ratcliffe.)

Saak 36487/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODD KAMERS, TODD STRAAT, PORT ELIZABETH

In die saak tussen **Kleinsake Ontwikkelingskorporasie Beperk,** Eiser, en **Johan Carel Brown,** Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof op 25 November 1993, en 'n lasbrief vir ekeskusie daarkragtens uitgereik, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 11 Maart 1994 om 10:30, voor die ingang van die Landdroshofgebou, Du Plessisstraat, Humansdorp:

Sekere: Erf 116, Humansdorp, in die munispaliteit en afdeling Humansdorp.

Groot: 1457 (een duisend vier honderd sewe-en-vyftig) vierkante meter.

Geleë te: Hoofstraat 14, Humansdorp.

Verbeterings: Hoewel niks in hierdie verband gewaarborg word nie is die eiendom verbeter met 'n baksteengebou wat voorheen as 'n slaghuis gebruik is.

Vernaamste verkoopvoorwaardes:

1. Die eiendom sal voetstoots, sonder reserwe aan die hoogste bieder verkoop word, onderhewig aan die verkoopvoorwaardes, die bepalings van die Landdroshofwet en die reëls ingevolge daarvan en aan die titelakte in soverre hulle van toepassing is.

2. 10% (Tien persent) van die koopprys is betaalbaar by ondertekening van die verkoopvoorwaardes en vir die balans, tesame met rente daarop teen 18% (agtien persent) per jaar, moet die koper 'n bank of ander aanvaarbare waarborg wat betaalbaar is teen registrasie van oordrag, lewer binne 21 (een-en-twintig) dae.

Volledige verkoopvoorwaardes lê ter insae in die kantoor van die Balju.

Gedateer te Port Elizabeth op hierdie 24ste dag van Januarie 1994.

Wilke Weiss Van Rooyen & Preston, Cavendishgebou, Cuylerstraat 2, Port Elizabeth. [Tel. (041) 564220.] (Verw. PVR/evv/SB609.)

Case 2249/93

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Lukas October** and **Pauline Francis October**

The following property will be sold in execution by Public Auction held at 41 Dalvie Street, Wellington, to the highest bidder on 8 March 1994 at 10:00:

Erf 8256, Wellington, in the Municipality of Wellington, Division Paarl, in extent 185 (one hundred and eighty five) square metres, held by Deed of Transfer T72783/91, situated at 41 Dalvie Street, Wellington.

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, two bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price, on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this the 31st day of January 1994.

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

Case 925/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBANY HELD AT GRAHAMSTOWN

In the matter between **ABSA Bank Limited,** Plaintiff, and **Kevin George Gornall,** Defendant

Kindly take note that, in execution of a judgment of the above-mentioned Honourable Court granted on 15 July 1993, and in terms of a writ of execution issued pursuant thereto, the Sheriff on this Honourable Court will sell the Defendant's fixed property, being Erf 4179, Grahamstown, situated at 3 Hope Street, Grahamstown. The sale will be held on 9 March 1994 at 11:00, at the property.

Conditions of sale:

1. The property will be sold by public auction, voetstoots, to the highest bidder, subject to such servitudes and other title conditions as which may appear from the title deeds thereof.

2. The seller will pay a deposit of 10% (ten per cent) and the auctioneer's commission, in cash, on the day of the sale. The balance of the purchase price will be paid against registration of transfer, and will be secured by means of a bank or building society guarantee, provided to the Sheriff within 20 days after the date of the sale.

Description of property:

The property consists of an entrance-hall, sun-room, lounge, dining-room, four bedrooms (main with bathroom en suite), kitchen, TV-room and separate garage and carport. The house is roofed with corrugated iron. The house is in a good condition, and well equipped. The improvements cover 190 square metres, and the plot measures approximately 840 square metres.

Dated at Grahamstown on this the 4th day of February 1994.

Wheeldon Rushmere & Cole, Attorneys for Plaintiff, 119 High Street, Grahamstown. (Tel. 0461-27005.) (Ref. Mr Schoeman.)

Case 38265/93

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

Nedcor Bank Limited *versus* **Tamsanqa Frederick Nojoko**

In pursuance of a judgment dated 9 December 1993, and an attachment on 1 February 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 4 March 1994 at 14:15:

Erf 36493 Ibhayi, at Zwide, in the Administrative District of Port Elizabeth, in extent 282 (two hundred and eighty two) sqaure metres, situated at 20 Kruisman Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey semi-detached dwelling under an asbestos roof, consisting of two bedrooms, bathroom, kitchen and lounge. A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges (4%) are also payable on date of sale.

Dated on this the 3rd day of February 1994.

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

Case 35063/93

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

Nedcor Bank Limited *versus* **Jezile July Maku**

In pursuance of a judgment dated 10 November 1993 and an attachment on 14 December 1993, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 4 March 1994 at 14:15:

Erf 16092, Ibhayi, at Elundini, Administrative District of Port Elizabeth, in extent 212 (two hundred and twelve) square metres, situated at 78 Gunguluza Street, New Brighton, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of bedroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges (4%) are also payable on date of sale.

Dated: 3 February 1994.

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

Case 21416/92

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

Nedcor Bank Limited *versus* **Mzwandile Joseph Hess,** First Defendant, and **Nomulelo Jennifer Hess,** Second Defendant

In pursuance of a judgment dated 23 September 1992, and an attachment on 1 February 1994, 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 Friday, 4 March 1994 at 14:15:

Erf 831, Motherwell NU3, Phase 2, in the Administrative District of Uitenhage, in extent 220 (two hundred and twenty) square metres, situated in 127 Ngabangaba Street, Motherwell NU3 Phase 2, Port Elizabeth.

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

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance including VAT if applicable against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges (4%) are also payable on date of sale.

Dated: 3 February 1994.

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

Case 3071/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedcor Bank Limited, Plaintiff, *versus* **Michael Games,** Defendant

In pursuance of a judgment dated 31 January 1994 and an attachment, the right of leasehold to the following immovable property will be sold in the foyer of A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 4 March 1994 at 15:00:

Erf 1364, Charlo, in the Municipality and Division of Port Elizabeth, in extent 1 152 (one thousand one hundred and fifty-two) square metres, situated at 2 Garth Road, Broadwood, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof consisting of three bedrooms, lounge, dining-room, kitchen, two bathrooms and double garage.

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 the date of sale, the balance including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated at Port Elizabeth on this 2nd day of February 1994.

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

Case 3039/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedcor Bank Limited, Plaintiff, and **Freddy Patrick Ford,** Defendant

In pursuance of a judgment dated 27 January 1994 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 March 1994 at 15:00:

Erf 7770, Bethelsdorp, Administrative District of Port Elizabeth, in extent 425 (four hundred and twenty-five) square metres, situated at 38 Newman Street, Bethelsdorp, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof consisting of three bedrooms, lounge, dining-room, kitchen and two bathrooms.

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 VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges 5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT, are also payable on date of sale.

Dated at Port Elizabeth on this 2nd day of February 1994.

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

Case 35064/93

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

Nedcor Bank Limited *versus* **Bonakele Ndzima**

In pursuance of a judgment, dated 26 November 1993 and an attachment on 1 February 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 4 March 1994 at 14:15:

Erf 31938, Ibhayi, at Zwide, Administrative District of Port Elizabeth, in extent 296 (two hundred and ninety-six) square metres, situated at 60 Mjijwa Street, Zwide, Port Elizabeth.

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

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges 4% (four per cent) are also payable on date of sale.

Dated: 3 February 1994.

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

Case 38264/93

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

Nedcor Bank Limited *versus* **Boyi Gladstone Mhlanga** and **Nomangesi Stella Mhlanga**

In pursuance of a judgment dated 20 December 1993 and an attachment on 1 February 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 4 March 1994 at 14:15:

Erf 45007, Ibhayi, at KwaZakhele, in the Administrative District of Port Elizabeth, in extent 309 (three hundred and nine) square metres, situated at 162 Seyisi Street, KwaZakhele, Port Elizabeth.

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

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges 4% (four per cent) are also payable on date of sale.

Dated: 3 February 1994.

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

Case 9923/93
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IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Nathan Wynand Joseph,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 11 Grande Bahama Drive, Fish Hoek, on Wednesday, 30 March 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 for the Supreme Court, 129/131 St George's Street, Simon's Town.

1. Erf 14842, Fish Hoek, in the Local Area of Sunnydale, Division Cape, in extent 954 square metres.

2. Erf 14843, Fish Hoek, in the Local Area of Sunnydale, Division Cape, in extent 966 square metres, and situated at 11 Grande Bahama Drive, Fish Hoek.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 102 square metre main dwelling consisting of an entrance-hall, lounge/dining-room, kitchen, three bedrooms, bathroom with water closet, water closet with shower, two carports and a swimming-pool.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town this 2nd day of February 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S1377/3624.)

Case 6946/89

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

ABSA Bank Limited (trading as United Bank), *versus* **John Marthinus Goliath,** and **Susan Maurina Goliath**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 14 March 1994 at 09:00, to the highest bidder:

Erf 86, Hagley, in extent 471 square metres, held by T73980/1988, situated at 46 Plover Walk, Kuils River, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per 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. D9U1624/gl.)

Case 13779/93

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

ABSA Bank Limited (trading as Allied Bank), *versus* **Jeremy Joseph Jacobs,** and **Leah Swarts,**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 14 March 1994 at 09:00, to the highest bidder:

Erf 5107, Blue Downs, in extent 303 square metres, held by T30349/1993, situated at 9 Joan Street, Detro Village, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per 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. D3A0599/gl.)

Case 14295/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Gale Elizabeth Koopman**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 14 March 1994 at 09:00, to the highest bidder:

Erf 2293, Kleinvlei, in extent 585 square metres, held by T17662/1990, situated at 3 Saffier Crescent, Stellenrust, Kleinvlei, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and 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% (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. D1U1535/gl.)

Case 1370/93

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

Nedcor Bank Limited, *versus* **Yateem Delport**

The property: Erf 36907, Mitchells Plain, in the Municipality of Cape Town, Division Cape, in extent 240 square metres, situated at 76 Candytuft Street, Lentegeur, Mitchells Plain.

Improvements (not guaranteed): Single dwelling built with bricks under a tiled roof consisting of approximately three bedrooms, lounge, kitchen, toilet and bathroom.

Date of sale: 8 March 1994 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per cent) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Wynberg.

Dated at Mitchells Plain the 27th day of January 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

Saak 12562/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBSA Bank Beperk,** Eiser, en **C. I. Classen,** Verweerder

Eiendom geleë te: Westleystraat 61, Scottsville, Kraaifontein.

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 28 Oktober 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 10 Maart 1994 om 09:00:

Erf 10297, Kraaifontein, ook bekend as Westleystraat 61, Scottsville, Kraaifontein, afdeling Paarl, groot 630 vierkante meter, gehou kragtens Transportakte T47438/92.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof van Kuilsrivier verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kant dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys, kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank or bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 16% (sestien persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur wat die vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse en Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 26 Januarie 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ECN326.)

Saak 12563/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk,** *versus* **D. C.** en **M. A. P. Minnaar**

Eiendom geleë te: Sohosingel 22, Malibu Village, Blue Downs.

Ingevolge 'n vonnis van die Landdroshof, Kuilsrivier, gedateer 28 Oktober 1993 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 10 Maart 1994 om 09:00:

Erf 3118, Blue Downs, ook bekend as Sohosingel 22, Malibu Village, Blue Downs, afdeling Stellenbosch, groot 350 vierkante meter, gehou kragtens Transportakte T80499/92.

Voorwaardes:

1. Die eiendom sal deur die Afslaer en/of Balju Landdroshof Kuilsrivier verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of Afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 17,75% (sewentien komma sewe vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer te Kuilsrivier op hierdie 26ste dag van Januarie 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EMN328.)

Case 14318/93

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

In the matter between **ABSA Bank Limited,** trading as Allied Bank, *versus* **Petrus Wes** and **Florina Roseline Wes**

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 Friday, 4 March 1994 at 09:00. Erf 926, Blue Downs, in the Local Area of Blue Downs, in extent 260 (two hundred and sixty) square metres, held by Deed of Transfer T51211/93 and situated at 10 Vincent Road, Blue Downs, Eerste River, 7100:

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price, must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,15% (fifteen comma fifteen 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 26 January 1994.

G. Visser, for Malan Laãs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22817.)

Case 2223/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Nicolaas Nyl,** First Execution Debtor, and **Eva Nyl,** Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Vredenburg, dated 15 September 1993 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 11 March 1994 at 12:00:

Erf 6345, Saldanha, in the Municipality of Vredenburg-Saldanha, Administrative District of Malmesbury, in extent 378 (three hundred and seventy-eight) square metres, street address 13 Westerdam Street, Saldanha.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Entrance-hall, lounge, dining-room, family room, kitchen, three bedrooms, bathroom/w.c. and garage.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 34 Mars Street, Vredenburg.

(4) Payment shall be effected as follows: Ten per centum (10%) of the purchase price, on the day of the sale and the balance together with interest thereof at the rate of 16% (sixteen per centum), from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 26th day of January 1994.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Saak 1483/92

IN DIE LANDDROSHOF VIR DIE DISTRIK CALEDON GEHOU TE CALEDON

In die saak tussen **ABSA Bank Beperk** (Allied Bank Divisie), Vonnisskuldeiser, en **David Burrington Edwards,** Vonnisskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Caledon, gedateer 10 September 1992, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die ondervermelde onroerende eiendom voetstoots en sonder voorbehoud geregtelik per openbare veiling gehou op die perseel, aan die hoogste bieder verkoop word op 11 Maart 1994 om 11:00:

Erf 670, Greyton, in die munisipaliteit Greyton, afdeling Caledon, groot 1 371 (eenduisend driehonderd een-en-sewentig) vierkante meter.

Straatadres: Parkweg 55, Greyton, onderhewig aan die voorwaardes hieronder uiteengesit:

Veilingvoorwaardes:

(1) Die veiling is onderworpe aan die voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.

(2) Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande titelbewys. Die hoogste bieder sal die koper wees, onderworpe aan die bepaling van artikel 66 van bogenoemde Wet.

(3) Die volgende gegewens word verskaf, maar is nie gewaarborg nie: Gedeeltelik voltooide woonhuis.

(4) Die volledige veilingvoorwaardes sal onmiddellik voor die veiling deur die Balju van die Landdroshof, Caledon, voorgelees word en lê ter insae in die kantoor van die Balju van die Landdros, St George'sstraat, Caledon.

(5) Betaling sal soos volg geskied: 10% (tien persent) van die koopprys op die veilingsdag, en die res met rente daarop teen 'n koers van 18% (agtien persent) per jaar van die veilingsdatum tot datum van registrasie van oordrag, teen oordrag van die eiendom in die naam van die koper, welke betaling deur 'n goedgekeurde bank- of bouverenigingwaarborg gesekureer moet word binne 14 (veertien) dae na die veilingsdatum.

Gedateer te Bellville op die 26ste dag van Januarie 1994.

Buchanan Boyes Thompson Smithers Ing., Prokureurs vir Vonnisskuldeiser, Tweede Verdieping, Standard Bankgebou, Kruskallaan, Bellville.

Case 12275/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Jacob Daniel Koopman,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 20 October 1992, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court-house at Kuils River, to the highest bidder on 11 March 1994 at 09:00:

Erf 9360, Brackenfell, in the Local Area of Scottsdene, Stellenbosch Division, in extent 280 (two hundred and eighty) square metres.

Street address: 7 Morillon Way, Brackenfell.

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: Lounge, kitchen, toilet, bathroom, two bedrooms, garage and tiled roof.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court, or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price, on the day of the sale and the balance together with interest thereon at the rate of 19% (nineteen per cent), from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 26th day of January 1994.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 10173/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Mogamat Shafiek Beckles,** First Execution Debtor, and **Faizel Beckles,** Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain, dated 11 September 1992, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court-house at Wynberg, to the highest bidder on 11 March 1994 at 10:00:

Erf 380, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, in extent 402 (four hundred and two) square metres.

Street address: 4 Park Lane, London Village, Mitchells Plain.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Single dwelling with brick walls under tiled roof, consisting three bedrooms, kitchen, lounge and toilet/bathroom.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court, or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 7 Electric Street, Wynberg.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price, on the day of the sale and the balance together with interest thereon at the rate of 19% (nineteen per cent), from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 26th day of January 1994.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 8314/93

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Amien Hendricks & Farida Hendricks,** married in community of property to each other, Defendants

In the above matter, a sale will be held on Friday, 4 March 1994 at 10:00, at 49 Raymond Circle, Lotus River:

The site, being Erf 6678, Grassy Park, in the Local Area of Grassy Park, Cape Division, measuring 480 (four hundred and eighty) square metres.

Conditions of sale:

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

2. One-tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the 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, brick walls under a tiled roof, consisting three bedrooms, kitchen, lounge, bathroom, toilet and garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg, and at the offices of the undersigned.

Dated at Grassy Park this the 21st day of January 1994.

E. W. Domingo, for E. W. Domingo & Associates, Plaintiff's Attorneys, Grassy Park Shopping Centre, Victoria Road, Grassy Park. [Tel. (021) 706-2873/4/5.)

Case 10107/93

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

In the matter between **NBS Bank Limited,** Execution Creditor, and **N. T. Cottle,** First Execution Debtor, and **T. C. Cottle,** Second Execution Debtor

The following property will be sold in execution on Thursday, 10 March 1994, at 10:45, to the highest bidder, at 5 York Crescent, Malibu Village, Blue Downs, namely:

Erf 3263 Blue Downs, in the Lower Kuils River 1 Local Area, Division of Stellenbosch, also known as 5 York Crescent, Malibu Village, Blue Downs.

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.

2. The following improvements are reported but not guaranteed: Dwelling with two bedrooms, bathroom, toilet, lounge and kitchen.

Payment: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance plus interest at the current rate of 18% (eighteen per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer, against registration of transfer, which amounts are to be secured by an approved guarantee of a deposit-taking institution, to be delivered within 14 (fourteen) days after sale.

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, 29 Northumberland, Bellville.

Dated at Bellville on this the 21st day of January 1994.

S. W. Marais, for Van Dyk Potgieter Marais, Judgment Creditor's Attorneys, Third Floor, Merindol Centre, 6 Oakdale Road, Bellville. (Tel. 99-5200.) (Ref. 1506.50927/S. W. Marais.)

Case 1410/93

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

In the matter between **NBS Bank Limited,** Execution Creditor, and **Sellwyn Peter Abrahams,** First Execution Debtor, and **Esmeralda Ann Abrahams,** Second Execution Debtor

The following property will be sold in execution on Thursday, 10 March 1994 at 09:00, to the highest bidder at the Magistrate's Court, Kuilsriver, namely:

Erf 6473, Blue Downs, in the local area of Lower Kuils River 1, Administrative District of Stellenbosch, also known as 28 Antares Avenue, Fountain Village, Blue Downs.

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.

2. The following improvements are reported but not guaranteed: Dwelling with three bedrooms, bathroom, lounge, toilet, kitchen and dining-room.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance plus interest at the current rate of 16,75% (sixteen comma seven five per centum) per annum, calculated on the Judgment Creditor's claim from date of sale of transfer, against registration of transfer, which amounts are to be secured by an approved guarantee of a deposit-taking institution, to be delivered within 14 (fourteen) days after the sale.

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, 29 Northumberland Street, Bellville.

Dated at Bellville on this the 24th day of January 1994.

S. W. Marais, for Van Dyk Potgieter Marais, Judgment Creditor's Attorneys, Third Floor, Merindol Centre, 6 Oakdale Road, Bellville. (Tel. 99-5200.) (Ref. 1506.51165/S. W. Marais.)

Case 19855/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **United Bank,** a division of ABSA Bank Limited, Plaintiff, and **Ntemie Gungu,** First Defendant, and **Patience Phindiwe Gungu,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate in the District of Port Elizabeth dated 18 October 1993, the property listed hereunder will be sold in execution on Friday, 4 March 1994 at 14:15, at the front entrance to the New Law Courts, North End, Port Elizabeth, to the highest bidder and for cash:

All the Defendants' right, title and interest in the leasehold in respect of Erf 805, kwaMagxaki Extension 2, Administrative District of Uitenhage, measuring 239 (two hundred and thirty-nine) square metres, situated at 6 Makuleni Street, kwaMagxaki, Port Elizabeth.

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 will be read immediately prior to the sale and may be inspected at the offices of the Sheriff, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on this the 21st day of January 1994.

Brown Braude & Vlok, Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. Mr D. C. Baldie/ah.)

Case 17241/89

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

Nedcor Bank Limited *versus* **Mogamat Sedick Abrahams,** married in community of property to **Armina Abrahams**

The property, Erf 17560, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 215 square metres, situated at 2 Molteno Close, Portlands, Mitchells Plain.

Improvements (not guaranteed): Single dwelling built of bricks under a tiled roof, consisting of approximately two bedrooms, lounge, kitchen, bathroom and toilet.

Date of sale: 8 March 1994 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per cent) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale wich will be read immdiately prior to the sale and which are available for inspection at the offices of the Sheriff, Wynberg.

Dated at Mitchells Plain the 21st day of January 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

Case 2737/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

Saambou Bank Ltd (formerly Saambou National Building Society), *versus* **V. W. Qanya,** and **N. M. Qanya**

In pursuance of a judgment dated 8 December 1993 and an attachment, a sale by public auction will be held in front of the main entrance of the Magistrate's Court, Uitenhage, on Thursday, 3 March 1994 at 11:00, of the following immovable property, situated at 9 Wahab Tiry Circle, Allanridge West, Uitenhage.

Zoned: Residential.

Being Erf 18629, Uitenhage, in the Municipality and Division of Uitenha, Uitenhage, in the Municipality and Division of Uitenhage, in extent 503 square metres.

While nothing is guaranteed, it is understood that the property consists of detached single-storey face brick dwelling under asbestos, with two bedrooms, lounge, kitchen and bathroom.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Blenheim House, Baird Street, Uitenhage.

Terms: 10% (ten per cent) at the time of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by the Plaintiff's attorneys to be furnished within 21 days of sale.

Sheriff's charges [5% (five per cent) on the first R15 000 and thereafter 2,5% to a maximum of R5 000 with a minimum of R55], are also payable on date of sale.

Dated at Uitenhage this 21st day of January 1994.

J. S. Levy & Levy, Plaintiff's Attorneys, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 3818/93

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

ABSA Bank Limited, trading as Allied Bank *versus* **Isaac Johannes Cleophas**

The following property will be sold in execiton by public auction held at 50 Paarlita Park, New Orleans, Paarl, to the highest bidder on 8 March 1994 at 10:00:

Erf 19373, Paarl, portion of Erf 10192, Paarl in the Municipality and Division of Paarl, in extent 203 (two hundred and three) square metres, held by Deed of Transfer T36810/91, situated at 50 Paarlita Park, New Orleans, Park.

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, two bedrooms and bathroom/toilet/shower.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 21st day of January 1994.

Buchanan Boys, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 2971/93

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

Nedcor Bank Limited, formerly Nedperm Bank Limited, Judgment Creditor, and **Clifford Bestenbier,** married in community of property to Denise Bestenbier,Judgment Debtor

In pursuance of judgment granted on 16 July 1993, in the Magistrate's Court of Strand and under a writ of execution issued thereafter the immovovable property listed hereunder will be sold in execution on 9 March 1994 at 11:00, at 29 Chanita Street, Rusthof, Strand, to the highest bidder:

Description: Erf 14429, The Strand, in the Municipality of the Strand Division of Stellenbosch, in extent 238 (two hundred and thirty-eight) square metres.

Postal address: 29 Chanita Street, Rusthof, Strand.

Improvements with a dwelling thereon.

Held by the Defendant in his name under Deed of Transfer T16712/90.

1. The sale shall be subject to the terms and conditons 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 purchaser 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 of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the 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 25th day of January 1994.

P. du Toit, for Morkel & De Villiers, Plaintiff's Attorneys, Second Floor, Boland Bank Building, Main Road, P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.]

Case 3238/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

ABSA Bank Limited, trading as Allied Bank *versus* **Kevin Michael Whelehan**

The following property will be sold in execution at the site of the property, 23 Hilton Road, Clovelly, Cape, on Wednesday, 16 March 1994 at 10:00, to the highest bidder:

Remainder of Erf 89059, Cape Town at Clovelly, in extent 497 square metres, held by T73452/1991, situated at 23 Hilton Road, Clovelly, Cape.

1. The following improvements are reported but not guaranteed:

Double storey dwelling: Entrance, lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, shower/toilet and double garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3A0480/gl.)

Case 49541/90

Nedcor Bank Limited *versus* **Margaret Wilhelmina Hickley**, Wynberg

The property: Erf 40919, Cape Town, in the Municipality of Cape Town, Division Cape (25 Penlyn Avenue, Penlyn Estate, Crawford), in extent 548 square metres.

Improvements (not guaranteed): Brick walls, tiled roof, lounge, kitchen, three bedrooms, bathroom, w.c. and garage.

Date of sale: 7 March 1994 at 14:00.

Place of sale: 25 Penlyn Avenue, Penlyn Estate, Crawford.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per centum) deposit, in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg and Steer & Co., 33 Loop Street, Cape Town.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 224/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

ABSA Bank Limited, trading as United Bank Limited *versus* **Midnight Moves CC** (CK89/323332/23)

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, 46-48 Oudevlei Road, Marinda da Gama, Muizenberg, 7945, on Wednesday, 9 March 1994 at 13:00:

Erf 93666, Cape Town at Muizenberg, in the Municipality of Cape Town, in extent 612 (six hundred and twelve) square metres, held by Deed of Transfer T9115/92 and situated at 46-48 Oudevlei Road, Marina da Gama, Muizenberg, 7945.

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, Simon's Town.

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

Vacant land.

3. *Payment:* 10% (ten per centum) of the purchase price, must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

Dated at Cape Town on 18 January 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP W17157.)

Case 295/91

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Richard Arnott Royston Saulez,** Defendant

Be pleased to take notice that a sale in execution in the above matter will be held, on 10 March 1994 at 10:00, at the Magistrate's Court, Stutterheim, in pursuance of a judgment of the Court of the Magistrate of Stutterheim, dated 10 January 1992 and a warrant of execution dated 12 July 1992, whereby the immovable property listed hereunder will be sold in execution, namely:

Property: Erf 2363 (a portion of Erf 80), Stutterheim, Municipality and Division of Stutterheim, in extent 122,5455 (one hundred and twenty-two comma five four five five) hectares.

The property is unimproved.

Material conditions of sale:

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

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price, in cash on signature of the conditions of sale and the balance of the purchase price together with interest at the rate of 16% (sixteen per centum) per annum, from the date of sale to date of registration of transfer, which shall be paid or secured by a bank or building society guarantee, approved by the Execution Creditor's attorneys to be furnished within 14 (fourteen) days after the date of sale.

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

4. All the full conditions of sale may be inspected at the offices of the Messenger of the Court, Stutterheim, and the attorneys for the Execution Creditor hereinafter mentioned and interested parties are requested to contact the attorneys for the Execution Creditor, who may be prepared to grant loan facilities to an approved purchaser, through the Plaintiff.

5. Possession and occupation of the property shall be given on date of sale.

Dated at Stutterheim.

Elliotts, Attorneys for Execution Creditor, 35A Hill Street, P.O. Box 67, Stutterheim, 4930.

Saak 34344/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Phillip Deli,** Eerste Verweerder, en **N. E. Deli,** Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth verkoop word:

Erf 177 NU 6, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1751/88, grootte 330 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 8774/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Thansanqa G. Gidini,** Eerste Verweerder, en **N. A. Gidini,** Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth verkoop word:

Erf 1359 NU 4, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1700/89, grootte 273 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 39113/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Eric Khaya Grootboom,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth verkoop word:

Erf 931 NU 6, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL931/1, grootte 230 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 6630/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Thembekile Gwane,** Eerste Verweerder, en **N. K. Gwane,** Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth verkoop word:

Erf 1254 NU 4, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL2116/89, grootte 293 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 37494/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Mongezi Louis Jantjies,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth verkoop word:

Erf 985 NU 4, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL4518/89, grootte 261 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 20959/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Mlunsisi Andrew Johnson,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth verkoop word:

Erf 1597 NU 4, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL3271/90, grootte 239 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 20764/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Mzwandile Joseph Kalani,** Eerste Verweerder, en **T. T. Kalani,** Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth verkoop word:

Erf 1441 NU 4, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1876/91, grootte 273 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 22577/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Thandeka Denorah Kwitshana,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth verkoop word:

Erf 1165 NU 3, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL2927/88, grootte 230 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 8770/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Mziwabantu Saunders Leta,** Eerste Verweerder, en **Z. I. Leta,** Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth verkoop word:

Erf 1054 NU 3 Phase 2, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL2518/91, grootte 200 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 37481/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Zwelinzima H. Hadikane,** Eerste Verweerder, en **N. Madikane,** Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth verkoop word:

Erf 523 NU 6, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1672/88, grootte 242 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 37485/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Nkohla Willie Mali,** Eerste Verweerder, en **N. L. Mali,** Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth verkoop word:

Erf 2017 NU 7 Phase 2, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL386/90, grootte 248 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 39109/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Archie Mazondo,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth verkoop word:

Erf 1564 NU 4, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL2764/89, grootte 318 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 7305/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Malizole Kenneth Mazwana,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 990, NU 3, Phase 2, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied van Motherwell, gehou kragtens Grondbrief TL1680/90, grootte 222 vierkante meter.

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

Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer(s).

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 8769/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Zalisile Stanley Mbenya,** Eerste Verweerder, en **Nondanele A. Mbenya,** Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1071, NU 1, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied van Motherwell, gehou kragtens Grondbrief TL3614/88, grootte 254 vierkante meter. Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie):

Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer(s).

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 24049/90

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Zongezile Samuel Mbuyiseli,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 775, NU 7, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied van Motherwell, gehou kragtens Grondbrief TL3029/89, grootte 200 vierkante meter.

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

Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer(s).

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 37477/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Sekotlo Francis Moaholi,** Eerste Verweerder, en **P. G. Moahloli,** Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 140, NU 1, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied van Motherwell, gehou kragtens Grondbrief TL1885/88, grootte 200 vierkante meter.

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

Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer(s).

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 8773/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Toti Archibald Msezeni,** Eerste Verweerder, en **L. E. Msezeni,** Tweede Verweerder, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 522, NU 3, Phase 1, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied van Motherwell, gehou kragtens Grondbrief TL2966/89, grootte 200 vierkante meter.

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

Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer(s).

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 1604/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Nzimeni Mxokozeli,** Eerste Verweerder, en **N. V. Mxokozeli,** Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1448, NU 7, Phase 2, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied van Motherwell, gehou kragtens Grondbrief TL937/91, grootte 200 vierkante meter.

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

Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer(s).

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 20941/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Mlulami Edward Ncezula,** en **N. J. J. Ncezula,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15 voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1545, NU 4, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL905/90, grootte 308 vierkante meter. Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie):

Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaan uit sitkamer, badkamer, kombuis en slaapkamer(s).

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 19113/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Lumkile Wiseman Ngqunshe,** Verweerder

Ooreenkomstig 'n vonnis van die Landdroshof in die bogemelde Agbare Hof en 'n lasbrief tot Uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 843, NU 7, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell gehou kragtens Grondbrief TL1897/90, grootte 200 vierkante meter. Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaan uit sitkamer, badkamer, kombuis en slaapkamer(s).

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 30583/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Aubrey Ealifodi Nkumanda,** en **N. P. Nkumanda,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1119, NU 1, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL3139/88, grootte 256 vierkante meter. Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaan uit sitkamer, badkamer, kombuis en slaapkamer(s).

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 22505/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Nodoli Monica Nomnanyama,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die Hoofingang van die Nuwe Gereshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1160, NU 3, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied, Motherwell, gehou kragtens Grondbrief TL1028/88, grootte 200 vierkante meter. Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaan uit sitkamer, badkamer, kombuis en slaapkamer(s).

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 7312/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limted,** Eiser, en **Thamsanqa Sandy Nomjila,** en **P. C. Nomjila,** Verweerders

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 652, NU 6, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied, Motherwell, gehou kragtens Grondbrief TL3549/88, grootte 200 vierkante meter. Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaan uit sitkamer, badkamer, kombuis en slaapkamer(s).

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 7304/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Mpumelelo Glen Nosilela,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1990, NU 7, Phase 2, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied, Motherwell, gehou kragtens Grondbrief TL2971/90, grootte 287 vierkante meter. Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen- en/of sementwoonhuis bestaan uit sitkamer, badkamer, kombuis en slaapkamer(s).

Die wesentlike voorwaarde 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 Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 20680/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Mhlangabezi Elliot Ntshekisa,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 10967, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied, Motherwell, gehou kragtens Grondbrief TL3390/91, grootte 200 vierkante meter. Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaan uit sitkamer, badkamer, kombuis en slaapkamer(s).

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% (tien persent) 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 Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 8777/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Mpumelelo Hubert Poni,** en **N. B. Poni,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 757, NU 7, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied, Motherwell, gehou kragtens Grondbrief TL1312/90, grootte 200 vierkante meter. Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaan uit sitkamer, badkamer, kombuis en slaapkamer(s).

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 1602/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Nobelungu Linda Sam,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1426, NU 7, Phase 2, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied, Motherwell, gehou kragtens Grondbrief TL2540/90, grootte 256 vierkante meter. Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaan uit sitkamer, badkamer, kombuis en slaapkamer(s).

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 7308/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Welile Daniel Sampies,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 12577, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied, Motherwell, gehou kragtens Grondbrief TE0437/92, grootte 193 vierkante meter. Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaan uit sitkamer, badkamer, kombuis en slaapkamer(s).

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 15678/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Masingarela James Shabela,** en **Popy Shabela,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 156, NU 6, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied, Motherwell, gehou kragtens Grondbrief TL2320/88, grootte 260 vierkante meter. Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaan uit sitkamer, badkamer, kombuis en slaapkamer(s).

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 20933/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Geelbooi Tembani,** en **Nombulelo Jeanette Tembani,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 20, NU 9, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied, Motherwell, gehou kragtens Grondbrief TL1749/91, grootte 402 vierkante meter. Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaan uit sitkamer, badkamer, kombuis en slaapkamer(s).

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Janarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 1590/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Malentsha Tsana,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth verkoop word:

Erf 1421, Nu 7 Phase 2 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied van Motherwell, gehou kragtens Grondbrief TL692/91, grootte 200 vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee wod nie): Losstaande baksteen en/of sement woonhuis onder sinkdak bestaan uit sitkamer, badkamer, kombuis en slaapkamer(s).

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 37491/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Joseph Mkululi Tshikila,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 828, Nu 7 Motherwell, tesame met die verbeterings of gebou daarop geleë in die dorpsgebied van Motherwell, gehou kragtens Grondbrief TL3985/89, grootte 200 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 6805/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Zalisile Twani,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 373, Nu 7 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied van Motherwell, gehou kragtens Grondbrief TL2229/89, grootte 200 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (014) 56-1160.]

Saak 1598/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Konkie Williams,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 918, NU 4 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied van Motherwell, gehou kragtens Grondbrief TL4519/89, grootte 284 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 20686/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Bethwell Mazizandile Zamisa,** en **M. M. Zamisa,** Verweerders

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth verkoop word:

Erf 1557, NU 9 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL0538/89, grootte 250 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 29ste dag van Januarie 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **ABSA Bank Limited** (trading as United Bank), Judgment Creditor, and **Leslie Norman Boer,** Judgment Debtor

In pursuance of a judgment granted on 14 December 1993, in the Cape Town Magistrate's Court, the following property will be sold to the highest bidder on 10 March 1994 at 11:30, at 10 Milner Street, Woodstock:

Description: Erf 15086, portion of Erf 14957, Cape Town, at Woodstock, in the Municipality of Cape Town, Cape Division.

In extent: Two hundred and seven (207) square metres.

Postal address: 10 Milner Road, Woodstock.

Improvements: Dwelling: Lounge, three bedrooms, kitchen and bathroom/shower/toilet.

Held by Deed of Transfer 45157/80.

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

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 21st day of January 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Case 10168/93

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 Joseph Fortuin,** First Judgment Debtor, and **Sarah Helena Fortuin,** Second Judgment Debtor

In pursuance of a judgment granted on 21 October 1993, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder, on 11 March 1994 at 09:00, at Kuils River Court-house:

Description: Erf 2306, Gaylee, in the Local Area of Blue Downs, Division of Stellenbosch, in extent two hundred and fifty-five (255) square metres.

Postal address: 55 Zeepard Road, Dennemere, Kleinvlei.

Improvements: Dwelling: Three bedrooms, lounge, kitchen, bathroom and toilet.

Held by Deed of Transfer T34752/89.

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

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 25th 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. W51766/HVN/Mrs Wolmarans.)

Case 7743/93

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

In the matter between **ABSA Bank Limited,** trading as United Bank, Judgment Creditor, and **Phillip Erasmus,** First Judgment Debtor, and **Maggie Erasmus,** Second Judgment Debtor

In pursuance of a judgment granted on 30 December 1993, in the Malmesbury Magistrate's Court, the following property will be sold to the highest bidder on 10 March 1994 at 10:00, at Malmesbury Court-house:

Description: Erf 3239, Wesfleur, in the Atlantis Residential Local Area, Cape Division, in extent two hundred and seventy-eight (278) square metres.

Postal address: 9 Dagbreker Street, Wesfleur, Atlantis.

Improvements: Dwelling: Lounge, kitchen, bathroom/toilet and three bedrooms.

Held by Deed of Transfer 76729/92.

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

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 25th 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. W51445/HVN/Mrs Wolmarans.)

Saak 14653/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Jacobus Gideon van Zyl,** Eerste Eksekusieskuldenaar, en **Pauline van Zyl,** Tweede Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 7 Maart 1994 om 12:30, op die perseel:

Erf 11603, Kraaifontein, in die munisipaliteit Kraaifontein, afdeling Paarl, groot 207 vierkante meter, gehou kragtens Transportakte T29228/92, ook bekend as Van der Merwestraat 102A, Peerless Park-Oos, Kraaifontein.

Verkoopvoorwaardes:

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

2. Een tiende ($\frac{1}{10}$) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 16,25% (sestien komma twee vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): *Hoofgebou:* Baksteengebou onder teëldak, bestaande uit 'n oopplan kombuis, sitkamer, eetkamer, drie slaapkamers en badkamer. *Buitegebou:* Geen.

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

Gedateer te Kuilsrivier op hirdie 21st dag van Januarie 1994.

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

Case 13379/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Clifton David Jongbloed,** First Defendant, and **Julian Gertrude Jongbloed,** Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 29 November 1993, the undermentioned property will be sold in execution at the premises on Friday, 11 March 1994 at 10:00:

Erf 9347, Brackenfell, in the Scottsdene Local Area, Division of Stellenbosch, measuring 285 (two hundred and eighty-five) square metres, and comprising of lounge, dining-room, three bedrooms, bathroom and kitchen, and known as 33 Morillon Way, Northpine, Brackenfell.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' 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 24th day of January 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 25/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **K.W. T. Municipality,** Plaintiff, and **Miss M. N. Gaju,** Defendant

In pursuance of a judgment in the above Honourable Court on 2 February 1993, and a writ of execution dated 29 January 1993, the following immovable property will be sold in execution on 9 March 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 1727, in extent 558 (five hundred and fifty-eight) square metres, being 48 Louisa Street, held by Deed of Transfer T1517/1992.

Conditions of sale:

1. The purchaser will pay 10% (ten per cent) of the purchase price on the date of the sale. A building society, 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 the 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.

Dated at King William's Town on this 11th day of January 1994.

Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. P. Wood/lrw.)

Saak 1931/93

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Die Munisipaliteit van Uitenhage,** Eksekusieskuldeiser/Eiser, en **Paul Stefaans Haarhof,** wie binne gemeenskap van goedere getroud is met Ethel Christine Haarhoff, Eksekusieskuldenaar/Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof, Uitenhage, gedateer 3 Junie 1993, in bogemelde aangeleentheid sal die eiendom hieronder vermeld per publieke veiling aan die hoogste bieder verkoop word, sonder rewerwe, op 10 Maart 1994 om 11:00, voor die Landdroskantoor, Uitenhage, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Balju vir die Landdroshof, Uitenhage-Suid, Cuylerstraat 45, Uitenhage, en/of te Le Roux Cubitt & Cronjé, Blenheimhuis, Bairdstraat 4, Uitenhage, en wat deur die Balju vir die Landdroshof, Uitenhage-Suid, voor die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderhewig aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê en die voorwaardes van die akte van transport asook die verkoopvoorwaardes.

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

3. Een tiende ($\frac{1}{10}$) van die koopprys sal betaal word in kontant by ondertekening van die verkoopvoorwaardes en die balans, tesame met rente soos gevra in die eerste verbandakte geregistreer teen die eiendom betaalbaar met 'n bank- of bouvereinigingstjek of waarborg binne tien (10) dae vanaf datum van koop.

Eiendom: Sekere stuk grond in die munisipaliteit en afdeling Uitenhage.

Erfnommer: 07630 Uitenhage, groot 377 m^2, Transportakte T16435/1989, geleë te Palmrylaan 30, Uitenhage.

Geteken te Uitenhage op hierdie 13de dag van Januarie 1994.

Le Roux Cubitt & Cronjé, Prokureurs vir Eiser, Blenheimhuis, Bairdstraat 4, Uitenhage. (Verw. EVN/mev. Hayes/Inv/mk/U02288.)

Case 1843/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **First National Bank of SA Limited,** Plaintiff, and **Tofa Hendrick Okies,** Defendant

The undermentioned property will be sold in execution by public auction, at the mortgaged premises on Wednesday, 9 March 1994 at 09:00, to the highest bidder, namely:

Erf 264, Ocean View, in the Local Area of Ocean View, Cape Division, in extent 489 square metres, held by Deed of Transfer T62767/88, situated at 15 Castor Way, Ocean View.

1. The following improvements on the property are reported, but nothing is guaranteed, namely: A single dwelling built of brick walls under a tile roof comprising of four bedrooms, lounge, kitchen, bathroom and w.c.

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 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, 62 St Georges Street, Simon's Town.

Dated at Claremont this the 14th day of December 1993.

T. M. Chase, for Buchanan Boyes Thompson Smithers Inc., 12 Brooke Street, Claremont. (Tel. 61-1151.)

Case 688/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **Mrs C. Street,** Plaintiff, and **M. S. Katase** and **N. Q. Katase,** Defendants

In pursuance of a judgment in the above Honourable Court of 6 May 1993, and a writ of execution dated 11 May 1993, the following immovable property will be sold in execution on Wednesday, 9 March 1roperty will be sold in execution on Wednesday, 9 March 1994 at 10:00, at the offices of the Sheriff for the Magistrate's Court, 11A Downing Street, King William's Town:

Erf 3882, King William's Town, Municipality and Division of King William's Town, in extent 1 295 (one thousand two hundred and ninety-five) square metres, held by Deed of Transfer T5965/1992, situated at 49 Swallow Drive, West Bank, King William's Town.

A brick under tile dwelling with four bedrooms, three bathrooms, lounge, dining-room, kitchen, laundry and single garage.

Conditions of sale:

1. The purchaser will pay 10% (ten per cent) of the purchase price on the date of sale, A building society, 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 the 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 Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 12th day of January 1994.

Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. G. C. Webb/Mrs Clarke.)

Case 58/90

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

In the matter between **Trust Bank of Africa Limited,** Plaintiff, and **Pieter Gerhardus Vermaak Rademeyer,** First Defendant, and **Petro Paula Rademeyer,** Second Defendant

In pursuance of a judgment of the above Court dated 16 August 1990, and an attachment in execution dated 27 September 1991, the following property will be sold in front of the Magistrate's Office, Adelaide, by public auction on Saturday, 5 March 1994 at 10:00:

Erf 1237, a portion of Erf 1236, Adelaide, situated in the Municipality of Adelaide, Division of Fort Beaufort, measuring 8,3818 hectare, held under Title Deed T48987/1987.

The full conditions of sale will be read immediately prior to the sale and may be inspected at the offices of the Sheriff of the Court, Adelaide.

Terms: 10% (ten per cent) in cash plus 4% (four per cent) Sheriff's commission on the date of sale and the balance against transfer.

Dated at Port Elizabeth this day of January 1994.

Burman Katz Saks & Schady, Plaintiff's Attorneys, Park Chambers, 102 Park Drive, Port Elizabeth. (Ref. Mr Saks/jg.)

Saak 2783/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen **First National Bank of SA Limited,** trading as Firstcard, Eksekusieskuldeiser, en **Pieter Uys du Buisson,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, op 6 Julie 1993, in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Malmesbury, op 9 Maart 1994 om 10:00, te Kompaniestraat 5, Melkbosstrand, gehou word van die ondergenoemde eiendom van die eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 1605, Melkbosstrand, in die voorstad van Melkbosstrand, Registrasieafdeling Kaap, groot 729 (sewehonderd nege-en-twintig) vierkante meter, ook bekend as Kompaniestraat 5, Melkbosstrand.

Na bewering is die eiendom woonhuis, maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaersgelde [minimum R10 (tien rand)] in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank, bougenootskap, of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 18,5% (agtien komma vyf persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik: First National Bank of SA Ltd, in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Malmesbury op die 18de dag van Januarie 1994.

Pierre du Plessis & Mostert, Prokureur vir Eksekusieskuldeiser, Veritasgebou, Piet Retiefstraat 13, Malmesbury; Posbus 5, Malmesbury, 7300. Tel. 0224 - 21101.)

Saak 4309/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Allied Bank,** Eksekusieskuldeiser, en **I. I. Botha,** Eerste Eksekusieskuldenaar, en **S. L. Botha,** Tweede Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof, vir die distrik Paarl, gehou te Paarl, en lasbrief gedateer 17 Januarie 1994, sal die volgende onroerende eiendom hieronder beskryf, geregtelik te Conradstraat 46, Mountain View, Paarl, op Dinsdag, 8 Maart 1994 om 11:00, aan die hoogste bieër verkoop word:

Erf 16176, in die munisipaliteit en afdeling Paarl, groot 400 (vierhonderd) vierkante meter, geleë soos hierbo.

Terme:

1. Die verkoping sal aan die hoogste bieër geskied, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls en bepalings wat daarvolgens en volgens die transportaktes gemaak is in soverre dit van toepassing is.

2. Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die afslaer. Die balans tesame met rente bereken daarop teen 19% (negentien persent) per jaar tot datum van registrasie van die Transport, moet binne 14 (veertien) dae betaal word, of verseker word deur 'n bank- of bougenootskapwaarborg.

3. Die koper sal alle transportkoste, insluitende hereregte of Belasting op Toegevoegde Waarde, en alle koste wat daarmee gepaard gaan, betaal.

4. Die ander voorwaardes en terme lê ter insae by die kantore van die Balju van die Hof, Landdroskantoor, Paarl.

Gedateer te Paarl op hierdie 7de dag van Februarie 1994.

Faure & Faure, Eiser se Prokureurs, Hoofstraat 227, Paarl.

Case 432/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Jakobus Phillip Visagie,** First Execution Debtor, and **Wilhelmina Katrina Visagie,** Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Ceres dated 1 December 1993, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction, held on the premises, to the highest bidder on 9 March 1994 at 10:00:

Erf 4996, Ceres, in the Municipality and Division of Ceres, in extent 355 (three hundred and fifty-five) square metres. Street address: 8 Lyell Street, Ceres.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Dwelling with lounge, kitchen and two bedrooms.

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, 1 Rivierkant Street, Ceres.

4. Payment shall be effected as follows: 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Bellville on this the 7th day of February 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 13122/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **First National Mortgages Nominees (Proprietary) Limited,** Plaintiff, and **Isabel Court CC,** First Defendant, and **Paul Douglas Barends,** Second Defendant, and **Douglas Paul Barends,** Third Defendant, and **Rodney James Armstrong,** Fourth Defendant

Pursuant to a judgment of the above-mentioned Honourable Court, in the above matter dated 10 November 1993, the following property shall be sold in execution by public auction on 16 March 1994 at 10:00, at the site:

Remainder Erf 6817, Bellville, in the Municpality of Bellville, Cape Division, in extent 1 041 (one thousand and forty-one) square metres, comprising 18 units, being 7 (seven) bachelor's flats, one-room flat and 10 two-room flats, held by Deed of Transfer T13467/1959.

The conditions of sale will lie for inspection at the offices of the Sheriff of the Supreme Court, Bellville.

Dated: 4 February 1994.

Bisset Boehmke & McBlain, Attorneys for Plaintiff, 13th Floor, Cartwrights's Corner House, 19 Adderley Street, Cape Town. (Ref. S. V. Shapiro/M61663/nc.)

Case 2098/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **Gusta Cochrane,** Plaintiff, and **Adam Malgas,** Defendant

In pursuance of a judgment of the above Honourable Court, and a writ of execution dated 30 December 1993, the following property will be sold on Wednesday, 9 March 1994 at 11:00, at the offices of the Sheriff of the Magistrate's Court, 11A Downing Street, King William's Town, to the highest bidder:

Undivided half share of Erf 187, Breidbach, Municipality and Division of King William's Town, in extent 611 (six hundred and eleven) square metres.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act, and also subject to the provisions of the title deed.

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 King William's Town this 2nd day of February 1994.

Squire Smith & Laurie, Plaintiff's Attorneys, 44 Taylor Street, King William's Town. (Ref. Mr Brits/DK.)

Saak 21928/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **F. G. Theron,** handeldrywende as Concrecor, Eiser, en **mnr. R. Hendricks,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 28 Mei 1993, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 9 Maart 1994 om 11:30, op die perseel te Waterboomlaan 5, Belhar, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Eiendom: Erf 15168, Bellville, in die munisipaliteit Bellville, administratiewe distrik Kaap, bekend as Waterboomlaan 5, Belhar, groot 500 (vyfhonderd) vierkante meter, gehou kragtens Akte van Transport T18695/1977.

Beskrywing: Baksteengebou, drie slaapkamers, kombuis, sitkamer, badkamer en toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville.

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Balju-kommissie betaal word. Die balanskoopprys 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, Bellville.

Gedateer te Goodwood op hierdie 25ste dag van Januarie 1994.

Heyns & Vennote Ing., Vasco Boulevard 168, Goodwood, 7460. (Verw. INV/MB/TE2.)

Case 20854/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **C. J. Harker,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Tuesday, 22 March 1994 at 10:00, viz:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, Erf 75479, measuring 511 square metres, held by the Execution Debtor under Deed of Transfer T12603/1980 (dated 9 May 1980), popularly known as 18 Acacia Road, Parkwood, Southfield.

The property consists of brick dwelling consisting of approximately three bedrooms, bathroom, kitchen and lounge under a tiled roof.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 21% (twenty-one per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall pay—

(a) auctioneer's charges, costs of advertising and all other costs, charges and arrear rates, if any, necessary to enable transfer to be given;

(b) insure the property against damage by fire;

(c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1104.)

Case 32578/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Daniel Hendricks,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Tuesday, 22 March 1994 at 10:00, viz:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, Erf 84362, measuring 594 square metres, held by the Execution Debtor under Deed of Transfer T2146/1980 (dated 4 February 1980), popularly known as 136 Retreat Road, Retreat.

The property consists of brick dwelling consisting of approximately 10 uncompleted rooms under a tiled roof.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 22% (twenty-two per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall pay—

(a) auctioneer's charges, costs of advertising and all other costs, charges and arrear rates, if any, necessary to enable transfer to be given;

(b) insure the property against damage by fire;

(c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M513.)

Case 1662/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **A. C. Jacobs,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Tuesday, 22 March 1994 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 11683, measuring 234 square metres, held by the Execution Debtor under Deed of Transfer T68819/1989 (dated 28 November 1989), popularly known as 15 Southern Cross, Rocklands, Mitchells Plain.

The property consists of semi-detached brick residence under tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 21% (twenty-one per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall pay—

(a) auctioneer's charges, costs of advertising and all other costs, charges and arrear rates, if any, necessary to enable transfer to be given;

(b) insure the property against damage by fire;

(c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1370.)

Case 214/93

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **J. Jonkers,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Tuesday, 22 March 1994 at 10:00, *viz:*

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 27006, measuring 120 square metres.

Held by the Execution Debtor under Deed of Transfer T26181/1992 (dated 5 May 1992), popularly known as 8 Perderweg Street, Tafelsig, Mitchells Plain.

The property consists of one semi-detached double storey brick dwelling under an asbestos roof including three bedrooms, bathroom/toilet, kitchen and lounge.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1364.)

Case 19067/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Anita Dawn Busch,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Tuesday, 22 March 1994 at 10:00, *viz:*

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 33214, measuring 240 square metres.

Held by the Execution Debtor under Deed of Transfer T20468/1987 (dated 13 May 1987), popularly known as 46 Scrabble Crescent, Beacon Valley, Mitchells Plain.

The property consists of brick walled asbestos covered dwelling consisting of kitchen, lounge, two bedrooms, toilet and bathroom.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1354.)

Case 6820/93

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **D. D. A. Bell,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Tuesday, 22 March 1994 at 10:00, *viz:*

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, Erf 63331, measuring 224 square metres.

Held by the Execution Debtor under Deed of Transfer T64668/1989 (dated 9 November 1989), popularly known as 32 Hanbury Road, Lansdowne.

The property consists of residence consisting of brick walls under sink roof, lounge, kitchen, two bedrooms, bathroom and w.c.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall pay: (a) Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1352.)

Case 1094/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **R. B. Hewitson,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Tuesday, 22 March 1994 at 10:00, *viz:*

Certain piece of land situate at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 17890, measuring 140 square metres.

Held by the Execution Debtor under Deed of Transfer T36318/1987 (dated 6 August 1987), popularly known as 5 Klapperbos, Lentegeur, Mitchells Plain.

The property consists of brick dwelling, consisting of approximately three bedrooms, bathroom, kitchen, lounge, dining-room under tiled roof.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 21% (twenty-one per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall pay: (a) Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1054.)

Case 6040/93

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **W. Anthony,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Tuesday, 22 March 1994 at 10:00, *viz:*

Certain piece of land situate at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 34121, measuring 253 square metres.

Held by the Execution Debtor under Deed of Transfer T17168/1990 (dated 26 March 1990), popularly known as 22 Klipdoring Street, Eastridge, Mitchells Plain.

The property consists of one single brick dwelling under a tiled roof including approximately three bedrooms, bathroom/toilet, kitchen and lounge.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall pay: (a) Auctioneers charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1338.)

Case 17624/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **R. R. Brander,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Tuesday, 22 March 1994 at 10:00, *viz:*

Certain piece of land situate at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 20407, measuring 196 square metres.

Held by the Execution Debtor, under Deed of Transfer T43600/1989 (dated 1 August 1989), popularly known as 3 Canna, Lentegeur, Mitchells Plain.

The property consistss of semi-detached brick dwelling under a tiled roof including three bedrooms, bathroom/toilet, kitchen and lounge.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall pay: (a) Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1350.)

Case 24713/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **F. Behardien,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Tuesday, 22 March 1994 at 10:00, *viz:*

Certain piece of land situate at Cape Town, in the Municipality of Cape Town, Cape Division, Erf 38893, measuring 419 square metres.

Held by the Execution Debtor under Deed of Transfer T6622/1978 (dated 5 April 1978), popularly known as 37 Bilston Road, Crawford.

The property consists of dwelling of brick walls, under tiled roof, consisting of lounge, kitchen, three bedrooms, bathroom, w.c. and garage.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall pay: (a) Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1206.)

Case 5095/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **M. G. Salaam,** Judgment Debtor

The property described hereunder will be sold at 37 Little Street, Kensington, on 15 March 1994 at 12:30, *viz:*

Certain piece of land situate at Cape Town, in the Municipality of Cape Town, Cape Division, being Erf 22431, measuring 565 square metres.

Held by the Execution Debtor and Deed of Transfer T52642/1990 (dated 3 September 1990) popularly known as 37 Little Street, Kensington.

The property consists of a single storey brick dwelling consisting of four bedrooms, kitchen, lounge, two bathrooms, two toilets, carport, store-room and swimming-pool.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall pay: (a) Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Miss R. Simmer: M1296.)

Saak 347/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen **ABSA Bank Beperk,** Eiser, en **T. E. Robertson,** Eerste Verweerder, en **M. L. R. Robertson,** Tweede Verweerder

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Malmesbury, en lasbrief van uitwinning, gedateer 17 Maart 1992 en heruitgereik op 29 Junie 1993, sal die volgende eiendom in eksekusie verkoop word, voor die Landdroskantoor, Piet Retiefstraat, Malmesbury, op 10 Maart 1994 om 10:15:

Erf 11, Wesfleur, in die Atlantis Residensiële Plaaslike Gebied, afdeling Kaap, groot 450 (vierhonderd en vyftig) vierkante meter, ook bekend as Grosvernorstraat 111, Atlantis, gehou kragens Akte van Transport T58422/88.

Die volgende verbeterings word gemeld maar nie gewaarborg nie: Sitkamer, drie slaapkamers, kombuis en badkamer/toilet.

Verkoopvoorwaardes:

1. Die verkoping sal onderworpe wees aan die bepalings en voorwaardes van die Wet op Landdroshowe, die reëls daarvolgens uitgevaardig en van die toepaslike titelakte en die eiendom sal, onderworpe aan die voorafgaande, aan die hoogste bieër verkoop word.

2. *Betaling:* Tien persent (10%) van die koopprys moet kontant betaal word ten tyde van die verkoping en die volle balans met rente teen die heersende koers van 20% (twintig persent) per jaar bereken op die bedrag van die Vonnisskuldeiser se vordering (en in geval 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.

3. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Malmesbury, hierdie 20ste dag van Januarie 1994.

H. A. Groenewaldt, vir Groenewaldt, Schoeman & Terblanche, Sanlamsentrum, Malmesbury. (verw. mnr. Groenewaldt/sw/A7271.)

Case 10417/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Henry Jacobus Baling,** Plaintiff, and **Margaret Sheila Baling,** Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Transvaal Provincial Division), and writ of execution dated 19 November 1993, by the above Honourable Court, the following property will be sold in execution on Friday 4 March 1994 at 09:30, by the Sheriff of the Court, at:

90 Fleet Street, Quigney, East London. Remainder Erf 16684, East London, Municipality and Division of East London, in extent 270 square metres (two hundred and seventy), held by Deed of Transfer T1277/83, commonly known as 90 Fleet Street, Quigney, East London.

The property consists of usual buildings.

Description: Three bedrooms, bathroom, living-room, kitchen and pantry.

Conditions of sale:

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Supreme Court rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be payable as to a deposit in cash of 10% and the balance against transfer.

3. Conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale may be inspected in his office at 18 Moore Street, Quigney, East London.

4. The Defendant or the Defendant's attorneys and/or the Sheriff of the Court do not guarantee any improvements or information contained herein.

Signed at East London on this the 21st day of January 1994.

Drake Flemmer & Orsmond, Fifth Floor, NBS Building, 15 Terminus Street, East London. (Ref. P. A. Naude/cp.)

Case 10694/89

IN THE MAGISTRATE'S COURT FOR THE CAPE HELD AT THE CAPE

ABSA Bank Limited, trading as United Bank, *versus* **Glen Michael Graff** and **Zenith Ann Graff**

The following property will be sold in execution at the site of the property, 32 Madeira Road, Rugby, Cape, on Thursday, 17 March 1994 at 11:30, to the highest bidder:

Remainder Erf 19085, Cape Town, at Rugby, in extent 330 square metres, held by T28693/1988, situated at 32 Madeira Road, Rugby, Cape.

1. The following improvements are reported but not guaranteed: Semi detached dwelling, lounge, kitchen, laundry, three bedrooms, bathroom/toilet and garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per 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. D9U0605/gl.)

Case 7019/93

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

ABSA Bank Limited, trading as United Bank, *versus* **DONAVON DEON MEYER**

The following property will be sold in execution in front of the Court-house for the District of Goodwood, on Tuesday, 15 March 1994 at 11:00, to the highest bidder:

Erf 19134, Goodwood, in extent 471 square metres, held by T52807/1992, situated at 1 Balvenie Avenue, Elnor, Elsies River, Cape.

1. The following improvements are reported but not guaranteed:

Outbuilding: Garage and servants' quarters.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per 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. D3U0244/gl.)

Case 42146/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Shaun Norman Madden** and **Antonia Junith Madden**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 16 March 1994 at 10:00, to the highest bidder:

A unit consisting of:

1. (a) Section 6 as shown and more fuly described on Sectional Plan SS134/1991 in the scheme known as Rylands Heights, situated at Athlone, in the Municipality of Cape Town, of which section the floor area accordin to the said sectional plan is fifty-seven (57) square metres in extent and

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

2. The right to an exclusive use area, described as G6 being a Garden Area, measuring 42 (forty-two) square metres, being part of the common property, comprising the land and building or buildings known as Rylands Heights, situated at Athlone, in the Municipality of Cape Town, as shown and more fully described on Sectional Plan 134/1991, held by Certificate of Registered Sectional Title ST134/1991 (6) (unit) and Notarial Deed of Cession SK2787/1991, also known as 6 Rylands Heights, corner of Jane and Ramola Avenues, Rylands Estate, Athlone, Cape.

1. The following improvements are reported but not guaranteed: Sectional title unit: Lounge, kitchen, two bedrooms, bathroom/toilet, exclusive use area being Garden Area G6.

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. D3U0522/gl.)

Case 9376/92

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

ABSA Bank Limited, trading as United Bank, *versus* **Neil Cornelius Williams,** and **Judith Rochelle Williams**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 16 March 1994 at 10:00, to the highest bidder:

Erf 1142, Weltevreden Valley, in extent 350 square metres, held by T25489/1990, situated at 26 Louise Crescent, Weltevreden Glen, Weltevreden Valley, Cape.

1. The following improvements are reported but not guaranteed: 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. D2U1170/gl.)

Case 2094/92

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

ABSA Bank Limited, trading as United Bank *versus* **Claude James Phillips** and **Sandra Anna Phillips**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 16 March 1994 at 10:00, to the highest bidder:

Erf 1147, Weltevreden Valley, in extent 350 square metres, held by T32223/1990, situated at 10 Sandra Road, Weltevreden Glen, 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% (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. (Re. D2U0454/gl.)

Case 5793/92

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

ABSA Bank Limited, trading as United Bank, *versus* **John William Cloete** and **Alletha Cloete**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 16 March 1994 at 10:00, to the highest bidder:

Erf 1141, Weltevreden Valley, in extent 350 square metres, held by T13175/1990, situated at 24 Louise Crescent, Weltevreden Glen, 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% (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. D2U0817/gl.)

Case 57925/90

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

ABSA Bank Limited, trading as United Bank, *versus* **Tyrone Gavin Fester** and **Sharon Mona Fester**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 16 March 1994 at 10:00, to the highest bidder:

Erf 1735, Mitchells Plain, in extent 210 square metres, held by 54670/1988, situated at 11 Elm Close, Westridge, Mitchells Plain, 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% (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. D0U2754/gl.)

Case 443/92

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

ABSA Bank Limited, trading as United Bank, *versus* **Henry Joseph Hearn** and **Shirley Elizabeth Hearn**

The following property will be sold in execution at the site of the property, 47 Farlow Road, The Tide, The Strand, Cape, on Wednesday, 16 March 1994 at 10:00, to the highest bidder:

Erf 14309, portion of Erf 14290, The Strand, in extent 392 square metres, held by T9040/1991, situated at 47 Farlow Road, The Tide, The Strand, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per 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. D2U0281/gl.)

Case 33685/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

ABSA Bank Limited, trading as United Bank, *versus* **Mogamat Fuad Manuel**

The following property will be sold in execution at the site of the property, 54 Roberts Road, Woodstock, Cape, on Thursday, 17 March 1994 at 10:30, to the highest bidder:

Erf 119225, Cape Town, at Woodstock, in extent 118 square metres, held by T41767/1993, situated at 54 Roberts Road, Woodstock, Cape.

1. The following improvements are reported, but not guaranteed: Dwelling: Entrance, 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% (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. D3U0520/gl.)

Case 14275/93

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

In the matter between **ABSA Bank Limited,** trading as Allied Bank, Judgment Creditor, and **Soraya Davids,** Judgment Debtor

In pursuance of a judgment granted on 26 August 1993, in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder on 11 March 1994 at 10:00, at Wynberg Court-house:

Description: Erf 4475, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent two hundred and ninety-seven (297) square metres.

Postal address: 6 Palermo Crescent, Strandfontein.

Improvements: Dwelling: Three bedrooms, lounge, kitchen, bathroom and toilet.

Held by Deed of Transfer 70756/92.

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 calculated on Plaintiff's claim at the rate of 16% (sixteen per centum) from the day 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 February 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. W51324/HVN/Mrs Wolmarans.)

Case 19556/93

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

In the matter between **ABSA Bank Limited,** trading as Allied Bank, Plaintiff, and **Patricia Valerie Mukuddem,** Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Wynberg, on 9 March 1994 at 10:00:

Erf 42273, Cape Town, at Crawford, in the City of Cape Town, Cape Division, in extent 496 square metres, also known as 40 Sunnyside Road, Crawford.

Conditions:

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

2. *Payment:* Ten per cent (10%) of the puchase 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 February 1994.

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

Case 13988/93

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

In the matter between **The Southern Life Association Limited,** Judgment Creditor, and **Vernon James Dalton,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Kuils River, dated 20 December 1993, and warrant of execution dated 3 January 1994, the following will be sold in execution on 14 March 1994 at 11:30, at the site being:

Certain land situated at Brackenfell, in the Local Area of Brackenfell, being Erf 6529, Brackenfell, at Brackenfell, measuring 866 square metres, held under Deed of Transfer T776/1991, dated 7 January 1991, also known as 14 Rimini Street, Brackenfell.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Single dwelling built of brick walls consisting of three bedrooms, two bathrooms, TV-room, lounge, dining-room, kitchen, braai room, laundry and double garage.

3. *Payment:*

3.1. Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange;

3.2. the unpaid balance shall be paid on registration of transfer in a form acceptable to the execution creditor's conveyancers;

3.3. interest shall be paid on—

3.3.1. the amount of Plaintiff's claim at the rate of twenty two (22%) per centum per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2. interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4. All the amounts mentioned in paragraphs 3.2. and 3.3. above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the execution creditor's conveyancers.

4. *Full conditions of sale:*

The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town on this the 3rd day of February 1994.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeek, Cape Town. (Ref. Ms L. Borrett/D34.)

Case 12914/92
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Anthony Booysen,** First Defendant, and **Rosaline Anne Booysen,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at 10 Emmy Street, Westgate, Mitchells Plain, on Wednesday, 13 April 1994 at 11:00, on the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Maynard House, Maynard Road, Wynberg.

Erf 874, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, in extent 345 square metres and situated at 10 Emmy Street, Westgate, Mitchells Plain.

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

A 50 square metres main dwelling consisting of a lounge/dining-room, kitchen, two bedrooms and a bathroom with water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town on this the 8th day of February 1994.

William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S885/2375.)

Saak 1353/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GORDONIA GEHOU TE UPINGTON

In die saak tussen **Upington Munisipaliteit,** Eiser, en **W. Louw,** Verweerder

Ingevolge 'n uitspraak van bogenoemde Agbare Hof en 'n uitgereikte lasbrief vir eksekusie gedateer 12 Oktober 1993, sal die ondervermelde eiendom geregtelik verkoop word op Woensdag, 30 Maart 1994 om 10:00, voor die Landdroskantoor te Upington, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 5822, Upington, geleë in die Upington Munisipaliteit, afdeling Gordonia, groot 476 vierkante meter, gehou kragtens Transportakte 908/91.

Die volgende besonderhede word verstrek maar nie gewaarborg nie: Die huis is geleë te Skoolstraat 5, Upington.

Die verbeteringe is: Sitkamer, kombuis, twee slaapkamers en badkamer.

Die eiendom word voetstoots verkoop en onderhewig aan alle voorwaardes soos vervat in die bestaande titelakte.

Voorwaardes van verkoping: Die volledige voorwaardes van die verkoping sal ter insae lê by die kantoor van die Balju, Upington, en sal voorgelees word by die verkoping.

Gedateer te Upington op hierdie 7de dag van Februarie 1994.

Moller Kotze Ing., Prokureurs vir Eiser, Multiprofsentrum, hoek van Mark- en Koöperasiestraat, Upington, 8800.

Case 1353/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GORDONIA HELD AT UPINGTON

In the matter between **Municipality of Upington,** Plaintiff, and **W. Louw,** Defendant

In pursuance of the judgment of the above Honourable Court and on issue of writ of execution dated 12 October 1993, a judicial sale will take place of the undermentioned property on Wednesday, 30 March 1994 at 10:00, in front of the Magistrate's Court, Upington to the person who makes the highest offer namely:

Erf 5822, Upington, situated in the Municipality of Upington, Division Gordonia, measuring 476 square metres, held by virute of Deed of Transfer 908/91.

The following particulars are mentioned but not guaranteed: The house is situated at 5 School Street, Upington.

The property will be disposed of as it stands and subject to all the conditions as apply in the current Deed of Transfer.

Conditions of sale: The complete conditions of sale shall lay for inspection at the office of the Sheriff, Upington, and shall be read out at the sale.

Dated at Upington on this 7th day of February 1994.

Moller Kotze Inc., Attorneys for Plaintiff, Multiprof Centre, corner of Mark and Koöperasie Streets, Upington, 8800.

Saak 1705/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Suidoos Kaapse Plaaslike Afdeling)

In die saak tussen **Johannes van Zyl,** Eerste Eiser, en **Ella Susara van Zyl,** Tweede Eiser, en **Johannes de Lange,** Verweerder

Ter uitvoering van 'n vonnis in die Hooggeregshof van Suid-Afrika (Suidoos Kaapse Plaaslike Afdeling), gedateer 25 Augustus 1993, sal die ondervermelde eiendom in eksekusie verkoop word op Vrydag, 4 Maart 1994 om 11:00, te Humansdorp, by die kantore van die Balju vir die distrik Humansdorp, by C. W. Malan & Kie., Hoofstraat 52, Humansdorp:

Onroerende eiendom bekend as restant Gedeelte 9 (Uitsig) van die plaas Rheeboksfontein 346, in die afdeling Humansdorp.

Gehou kragtens Transportakte T1096/91.

Gedateer te Humansdorp op hierdie 10de dag van Februarie 1994.

T. D. Potgieter, Landman & Kie., Kerkstraat 39, Posbus 407, Humansdorp.

Case 8312/93

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

In the matter between **Lorraine Denise Engelbrecht** (an adult female), Plaintiff, and **Jeremiah Desmond Wood,** Defendant

In the above matter a sale will be held on Monday, 14 March 1994 at 10:00, at the Magistrate's Court, Wynberg:

The site being Erf 7011, Grassy Park, in the Local Area of Grassy Park, Cape Division, being 27 Iris Road, Grassy Park, measuring six hundred and twenty-six (626) square metres.

Conditions of sale:

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

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the 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): One single dwelling consisting of brick walls under an asbestos roof. Consisting of three bedrooms, kitchen, lounge, bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg, and at the offices of the undersigned.

Dated at Mitchells Plain this 2nd day of February 1994.

E. W. Domingo, for 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 23785/86

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

In the matter between **Mr A. Farat,** trading as A. F. F. Plumbing, Plaintiff, and **Mr Yusuf Abdurahman,** Defendant

In the above matter, a sale will be held on Monday, 14 March 1994 at 10:00, at the Magistrate's Court, Wynberg, the site being Erf 14193, Mitchells Plain, in the Municipality of Cape Town, Cape Division, being 55 Welkom Road, Portlands, Mitchells Plain, measuring three hundred and eighty-six (386) square metres.

Conditions of sale:

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

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the 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): Brick residence under tiled roof consisting of three bedrooms, 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 at the offices of the Sheriff of the Magistrate's Court, Wynberg, and at the offices of the undersigned.

Dated at Mitchells Plain this 4th day of February 1994.

E. W. Domingo, for 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 1013/93

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

ABSA Bank Limited, trading as United Bank (formerly United Bank Limited, formerly United Building Society), *versus* **Pieter Ernest Nortje** and **Lorraine Nellie Nortje**

The following property will be sold in execution at the Magistrate's Court, Kuils River, for the District of Kuils River, on Friday, 18 March 1994 at 09:15, to the highest bidder:

Erf 142, Gaylee, in the Local Area of Blue Downs, Division of Stellenbosch, held by T48444/92, situated at 19 Orchard Street, Austinville, Gaylee.

1. The following improvements are reported but not guaranteed: Dwelling: Hall, lounge, family room, dining-room, kitchen/laundry, four bedrooms, full bath, shower/w.c. and detached garage.

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 [plus interest at the current rate of 16.75% (sixteen point seven five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved 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 Goodwood this day of February 1994.

Scher Webner & Bliden, Attorneys for Judgment Creditor, 135 Voortrekker Road, Goodwood. (Ref. Colls/dsp.)

Case 9472/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

ABSA Bank Limited, trading as United Bank, *versus* **Eugene Emil Honey** and **Sandra Ann Honey**

The following property will be sold in execution by public auction held at 112H Crassula Avenue, Table View, to the highest bidder, on 8 March 1994 at 14:00:

Erf 13525, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 441 (four hundred and forty-one) square metres, held by Deed of Transfer T55565/92, situated at 112H Crassula Avenue, Table View.

Conditions of sale:

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

2. The following information is furnished but not guaranteed: A house consisting of lounge/dining-room, family room, kitchen, three bedrooms, bathroom/toilet, toilet/shower and garage.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15.25% (one five point two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 26th day of January 1994.

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

NATAL

Case 1655/92

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

In the matter between **Allied Bank,** a division of ABSA Bank Ltd (86/04794/06), Plaintiff, and **J. A. Buthelezi,** Defendant

In pursuance of a judgment granted on 21 January 1993, in the Court of the Magistrate, Umlazi, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder in front of the Umlazi Magistrate's Court, Flagpoles, on Wednesday, 9 March 1994 at 10:00:

Description: Ownership 1293, in the Township of Umlazi, Unit 7, in the District of Umlazi, held under Deed of Grant 3585/91, dated 28 August 1978, which Deed of Grant transfer was registered on 9 November 1978. *Postal address:* 1293, Unit 7, Umlazi.

Improvements: Brick with asbestos roof and plastered walled dwelling consisting of: Two bedrooms, bathroom, kitchen, dining-room, garage. *Outbuildings:* Two bedrooms and concrete fence. *Town-planning zone:* Nil. Nothing is guaranteed in the above respects.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder. The property is sold voetstoots and nothing in the respect set out below is guaranteed.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days after the date of the sale, to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 18% (eighteen per centum) per annum to the Execution Creditor and to the bondholder/s at a prescribed rate of interest per annum at the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer both dates inclusive.

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

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, at Umlazi.

5. Payment of Value-Added Tax, which may be applicable in terms of Act 38 of 1991, shall be borne by the purchaser.

Dated at Amanzimtoti on this the 2nd day of February 1994.

Brogan & Olive, Plaintiff's Attorneys, Third Floor, Perm Building, Bjorseth Crescent, Amanzimtoti. (Ref. Mr L. F. Olive.)

Case 3284/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance and Investment Corporation Limited,** Plaintiff, and **Thokozile Rose Khanyile,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendant, will be sold in execution on 4 March 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, Natal, to the highest bidder for cash, without reserve:

Ownership Unit 962, Unit E, in the Township of Ntuzuma, District of Ntuzuma, Natal, in extent 324 (three hundred and twenty-four) square metres, represented and described on Deed of Grant 2931/87.

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

1. The property is situated at Ownership Unit 962 Unit E, in the Township of Ntuzuma, District of Ntuzuma, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg on this the 31st day of January 1994.

Austen Smith, Plaintiff's Attorney, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. GRA/jh/50/K0139/C3.)

Case 8775/93

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 **Khanyisile Maureen Shezi,** Defendant

In pursuance of a judgment granted on 24 September 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 March 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 A6621, in extent 313 (three hundred and thirteen) square metres, situated in the Township of KwaNdengezi, represented and described on General Plan PB390/1991, held by virtue of Deed of Grant G286/92. *Physical address:* Ownership Unit A6621, KwaNdengezi Township. The property consists of land only.

Nothing is guaranteed in respect of such improvements on the property.

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

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

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

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, Pinetown.

Dated at Durban on this the 20th day of January 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z17051/MM.)

Case 3074/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **V. N. Hadebe,** Defendant

In pursuance of a judgment granted on 31 March 1993, in the Magistrate's Court and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 11 March 1994, in front of the Magistrate's Court, Chancery Lane, Pinetown, at 10:00:

Description: Unit A723, in the Township of Kwandengezi, District Mpumalanga, in extent of 465 square metres, represented and described on General Plan BA109/1969.

Physical Address: Unit A723, Kwandengezi.

Improvements: Single storey, brick under tile dwelling, two bedrooms, bathroom, toilet, kichen, lounge, dining-room and garage.

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

2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff, within fourteen (14) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

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

Vivian Hugh Clift, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 66992/93

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

In the matter between **Natal Building Society Limited,** Execution Creditor, and **Nkosinathi Enerst Ntombela,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 9 December 1993, the immovable property listed hereunder will be sold in execution on 4 March 1994 at 10:00, at the front entrance to the Verulam Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: Site K1284 situated in the Township of kwaMashu, District of Ntuzuma, in extent 587 (five hundred and eighty-seven) square metres, held under Deed of Grant G005711/88. The immovable property is situated at K1284, kwa-Mashu.

Zoning: Special/Residential.

Improvements: Brick under tile dwelling comprising of two bedrooms, lounge, kitchen, toilet with bathroom. *NB!* Nothing is guaranteed.

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 percent) 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, Inanda, 2 Mountview Shopping Centre, corner Inanda and Jacaranda Roads, Mountview, telephone number (0322) 33-1037, (Ref. Mrs Chetty).

Dated at Durban on this the 1st day of February 1994.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N3837/93/N46).

Case 75926/93

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

In the matter between **Natal Building Society Limited,** Execution Creditor, and **Sikhawana David Chamane,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 29 December 1993, the immovable property listed hereunder will be sold in execution on 4 March 1994 at 10:00, at the front entrance to the Verulam Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: Ownership Unit K2203, kwaMashu, situated in the Township of kwaMashu, District of Ntuzuma, in extent 270 (two hundred and seventy) square metres, held under Deed of Grant G3579/89. The immovable property is situated at K2203, kwaMashu.

Zoning: Special/Residential.

Improvements: Brick under tile dwelling comprising of 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, Ne terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and firnished 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, Inanda, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Mountview, telephone number (0332) 33-1037, (Ref. Mrs Chetty).

Dated at Durban on this the 1st day of February 1994.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N4026/93/N62.)

Case 66991/93
PH 132

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

In the matter between **Natal Building Society Limited,** Execution Creditor, and **Wellington Thembinkosi Ncwane,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 9 December 1993, the immovable property listed hereunder will be sold in execution on 4 March 1994 at 10:00, at the front entrance to the Verulam Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: Leasehold, Site D1848, situated in the Township of kwaMashu, District of Ntuzuma, in extent 402 (four hundred and two) square metres, held under Certificate of Right of Leasehold G009387/88. The immovable property is situated at D1848, kwaMashu.

Zoning: Special/Residential.

Improvements: Brick under tile dwelling comprising three bedrooms, lounge with dining-room, 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 cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society guarantee, to be approved by the Judgment Creditor's attorneys, and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately, the property is knocked down to the puchaser.

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 of beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Inanda, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Mountview, Tel. (0322) 33-1037. (Ref. Mrs Chetty).

Dated at Durban on this 1st day of February 1994.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N3841/93/N47.)

Case 74915/93
PH 132

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

In the matter between **Natal Building Society Limited,** Execution Creditor, and **Bhekuyise Goodwill Mthiyane,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 29 December 1993, the immovable property listed hereunder will be sold in execution on 4 March 1994 at 10:00, at the front entrance to the Verulam Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: Ownership Unit B1113, situated in the Township of kwaMashu, District of Ntuzuma, in extent 300 (three hundred) square metres, held under Deed of Grant 8376/87. The immovable property is situated at B1113, kwaMashu.

Zoning: Special/Residential.

Improvements: Brick under tile dwelling comprising two bedrooms, lounge, kitchen, toilet and bathroom.

NB.: Nothing is guaranteed.

Municipal electricity and water supply: Local Authority.

Possession: Vacant possession is not guaranteed. Premises are occupied at present.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society guarantee, to be approved by the Judgment Creditor's attorneys, and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately, the property is knocked down to the puchaser.

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 of beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Mountview, Tel. (0322) 33-1037. (Ref. Mrs Chetty).

Dated at Durban on this 1st day of February 1994.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N4014/93/N60.)

Case 71712/93
PH 132

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

In the matter between **Natal Building Society Limited,** Execution Creditor, and **Isaac Mzinyane,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 9 December 1993, the immovable property listed hereunder will be sold in execution on 4 March 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: Ownership Unit G349, situated in the Township of Ntuzuma, in extent 418 (four hundred and eighteen) square metres, held under Deed of Grant G1811/88. The immovable property is situated at G349, Ntuzuma Township.

Zoning: Special/Residential.

Improvements: Block under concrete roof dwelling comprising two 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 cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society guarantee, to be approved by the Judgment Creditor's attorneys, and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately, the property is knocked down to the puchaser.

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 of beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Indanda, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Mountview, Tel. (0322) 33-1037. (Ref. Mrs Chetty).

Dated at Durban on this 1st day of February 1994.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N3858/93/N50.)

Case 3244/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Malusi Brainberry Mpanza,** Defendant

In execution of a judgment of the Supreme Court of South Africa, Natal Provincial Division, the following immovable property belonging to the above-named Defendant, will be sold in execution on 4 March 1994 at 12:00, at the main south entrance to the Magistrate's Court, Umlazi, near the National and KwaZulu flag post, to the highest bidder for cash, without reserve:

Ownership Unit 254, Unit V, in the Township of Umlazi, District of Umlazi, Natal, in extent of 390 (three hundred and ninety) square metres held under Deed of Grant 4110/108.

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

1. The property is situated at Ownership Unit 254, Unit V, in the Township of Umlazi, District of Umlazi, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3.The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg on this the 1st day of February 1994.

Austen Smith, Plaintiff's Attorney, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/45/K0151/B3.)

Case 33/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Simphiwe Cyril Chule,** Defendant

In pursuance of a judgment in the above Court and writ of execution dated 18 January 1994, the immovable property listed hereunder will be sold in execution on Friday, 4 March 1994 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Sales room, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Ownership Unit 1087 BB (Edendale East), in the Township of Edendale, District of Pietermaritzburg, in extent 564 (five hundred and sixty-four) square metres, situated at House 1087, Unit BB, Imbali, Pietermaritzburg, held by Defendant under Deed of Grant 00012149.

The following information is given about the immovable property but is not guaranteed:

Zoning: Residential.

Improvements: A single-storey dwelling constructed of block under tile, comprising of lounge, dining-room, kitchen, four bedrooms, bathroom and two toilets.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg on this the 1st day of February 1994.

Venn, Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N2385/93.)

Case 30108/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Dumisani Arthur Mhlongo,** Defendant

In pursuance of a judgment in the above Court and writ of execution dated 13 January 1994, the immovable property listed hereunder will be sold in execution on Friday, 4 March 1994 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Sales room, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Site 1017 (Unit BB), situated in the Township of Edendale East, Pietermaritzburg, in extent 480 (four hundred and eighty) square metres, situated at Lot 1017, Unit BB, Edendale, Pietermaritzburg, held by the Defendant under Deed of Grant 00011415.

The following information is given about the immovable property but is not guaranteed:

Zoning: Residential.

Improvements: Single-storey dwelling-house constructed of block under tile, comprising of lounge, kitchen, three bedrooms, bathroom and toilet.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg on this the 24th day of January 1994.

Venn, Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/NBS/06N2385/93.)

Case 273/93

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd,** Plaintiff, and **Dumisani Isaac Dube,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Nqutu, and a warrant of execution dated 1 November 1993, the following Immovable property will be sold in execution on 29 March 1994 at 10:00, at the front door of the Magistrate's Court, Nqutu, to the highest bidder *viz:*

Ownership Unit 667, eMondlo, District of Nqutu, and held by Virtue of Grant 2739/460.

Conditions of sale: The conditions of sale will be read out on the morning of the sale and the full and complete conditions of sale are available for perusal at the Sheriff's Office, Dundee.

Dated at Dundee on this the 1st day of February 1994.

De Wet & Dreyer, P.O. Box 630, Dundee, 3000. (Ref. Mr Dreyer/K827/ND.)

Case 57229/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Paul Quintin Havemann,** Execution Debtor

In pursuance of a judgment granted on 28 September 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 Thursday, 10 March 1994, in front of the Magistrate's Court, Somtseu Road Entrance, Durban at 10:00:

Description: Subdivision 2 of Lot 382, Bluff, situated in the City of Durban, Administrative District of Natal, in extent one thousand two hundred and fifty-two (1 252) square metres, held under Deed of Transfer T28666/91.

Street address: 170 Lighthouse Road, Bluff, Durban.

Improvements: A double storey house with two garages consisting of four bedrooms, toilet and bathroom (tiled), lounge (wooden), kitchen (tiled), servants' quarters with toilet and shower and fully fenced.

Zoning: Special Residential (nothing guaranteed):

The sale shall be for rands and no bids of less than one hundred rand (R100,00) 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 centum (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 18,00% (eighteen per centum) per annum to the Bondholder, Nedcor Bank Limited (formerly Nedperm Bank Limited), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban South, 101 Lejaton, 40 St. George's Street, Durban.

Dated at Durban on this the 24th day of February 1994.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 3555/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **The Standard Bank of South Africa Ltd,** Plaintiff, and **Colleen Mary Tegg,** First Defendant, and **Geoffrey Cecil Tegg,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa, Natal Provincial Division, the following property belonging to the Defendant, will be sold in execution on 11 March 1994 at 09:00, at the offices of the Sheriff, Supreme Court, 6 Courtyard, Derek Hali, 172 Loop Street, Pietermaritzburg, to the highest bidder for cash:

Subdivision 24 (of 1), of Lot 1038, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 650 (six hundred and fifty) square metres, held under Deed of Transfer T15629/92.

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

1. The property is situated at 10 Patrick Duncan Road, Prestbury, Pietermaritzburg.

2. The property has been improved by the construction of a brick under tile dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom with toilet, shower and toilet. The outbuildings consist of a toilet.

The conditions of sale may be inspected at the aforesaid offices of the Sheriff Pietermaritzburg and at the offices of Brokensha, Meyer & Partners, Sixth Floor, Symons Centre, 341 Church Street, Pietermartizburg, durning normal office hours.

Dated at Pietermaritzburg on this the 2nd day of February 1994.

Brokensha, Meyer & Partners, Plaintiff's Attorneys, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg. (Ref. LRM/cch/G.1.)

Case 13570/93

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

In the matter between **NBS Bank Limited,** (Reg. No. 87/01384/06), Execution Creditor, and **The Brockwell Trust,** (No. 8683/91), First Execution Debtor, and **Rodney Leslie Brett,** Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown, and writ of execution dated 21 December 1993, the property listed hereunder will be sold in execution, on 11 March 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Sub 2 of Lot 3404, Pinetown, situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand eight hundred and twenty-nine (1 829) square metres, held under Deed of Transfer T1642/92.

Postal address: 1A Brockwell Place, Cowies Hill, Natal.

Town planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey concrete block and tile dwelling consisting of: Calsi face brick under corrugated asbestos dwelling comprising lounge, dining-room, study, kitchen, scullery, four bedrooms, three bathrooms, five showers, five w.c.'s, entrance-hall, family lounge, bar and entertainment room, patio, balcony, entrance porch, verandah, dressing-room, breakfast nook, four garages, two servant's quarters, two store-rooms, two w.c.'s and laundry. Other: Braai area, screen walls, provision for ducted airconditioning, tarmac driveway, electronic gates, swimming-pool and entertainment area, feature walls.

Vacant possession is not guaranteed.

The conditions of sale:

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 1st day of February 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 7011561.) (Ref. Mr Jenkins/02/N012/211.)

Case 3497/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Bhekumuzi Moffat Ntshingila,** First Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 14 April 1993, the following immovable property will be sold in execution, on 4 March 1994 at 10:00, at the Sheriff's office, 12 Campbell Road, Howick, to the highest bidder:

Ownership Unit B315, in the Township of Mpophomeni, District of Vulindlela, in extent six hundred and five (605) square metres represented and described on General Plan PB 35/1981, situated at B315, Mpophomeni, Vulindlela.

The following information is furnished regarding the property, but is not guaranteed: A single storey dwelling house constructed of concrete under asbestos roof, consisting of two bedrooms, bathroom, kitchen and lounge.

Material conditions of sale:

The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 12 Campbell Road, Howick, 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, 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 10th day of January 1994.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 8948/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Hadebe Jeremiah Hadebe,** Defendant

In pursuance of judgment granted on 14 May 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 March 1994 at 10:00, the front entrance, Magistrates Court, 22 Chancery Lane, Pinetown to the highest bidder:

Description: A certain piece of land, being Ownership Unit A5575, in extent 465 square metres, situated in the Township of KwaNdengezi, represented and described on General Plan BA 130/1969, held by virtue of Deed of Grant G9104/87.

Physical address: Ownership Unit A5575, KwaNdengezi Township.

The property has been improved by the erection of a dwelling house thereon, consisting of: A single storey maxi brick/plaster and asbestos dwelling (70,3m^2) comprising of kitchen, lounge, four bedrooms, bathroom and w.c. Municipal Electricity, Water Supply and Sanitation: Local authority. Improvements: Fencing-wiremesh.

Nothing is guaranteed in respect of such improvements on the property.

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 the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 22% (twenty-two per 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 of the Magistrate' Court, Pinetown.

Dated at Durban this 2nd day of February 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z08448/MM.)

Case 70738/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **John MacKenzie Easton,** Defendant

In pursuance of a judgment of the above Honourable Court dated 22 December 1993, a sale in execution will be held on 10 March 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban, when the following property will be sold by the Sheriff of the Magistrate's Court for Durban South, to the highest bidder:

Subdivision 77 of Lot 573, Bluff, situated in the City of Durban, Administrative District of Natal, in extent eight hundred and thirty five (835) square metres, situated at 39 Armstrong Road, Bluff.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of one brick under tile roof house comprising three bedrooms, kitchen, lounge, toilet and bathroom, dining-room, garage and sevants' quarters.

The sale shall be subject to the following conditions:

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

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.

3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban South, 101 Lejaton Building, 40 St Georges Street, Durban, and interested parties are asked to contract the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 3rd day of February 1994.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N035.3400/93.)

Case 51494/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Gary Michael Roberts,** Defendant

In pursuance of a judgment of the above Honourable Court, dated 23 December 1993, a sale in execution will be held on 10 March 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban, when the following property will be sold by the Sheriff of the Magistrate's Court for Durban South, to the highest bidder:

Lot 4, Kingsburgh (Extension 1) situated in the Borough of Kingsburgh, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent nine hundred and twenty-nine (929) square metres, situated at 22 Northway, Kingsburgh.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of one brick under tile roof house comprising main en suite, four bedrooms, two lounges, dining-room, kitchen, three bathrooms and three toilets. Granny Flat comprising bedroom, lounge, toilet and bathroom, garage and swimming-pool.

The sale shall be subject to the following conditions:

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

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.

3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban South, 101 Lejaton Building, 40 St Georges Street, Durban, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 3rd day of February 1994.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N035.3355/93.)

Case 1353/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Mudhan Ramouthar,** First Execution Debtor, and **Lutchmi Ramouthar,** Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Chatsworth and writ of execution dated 27 October 1993, the property listed hereunder will be sold in execution on 29 March 1994 at 10:00, at the front entrance to the Magistrate's Court, Chatsworth, to the highest bidder:

Lot 1098, Silverglen, situated in the City of Durban, Administrative District of Natal, in extent 929 square metres.

Postal address: 17 Highwood Road, Silverglen.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey concrete block and tile dwelling consisting of lounge, dining-room, study, kitchen, two bedrooms, bathroom, shower, two w.c.'s and entrance porch.

Outbuildings: Servants' quarters, store-room, w.c. with bath and laundry.

Other improvements: Steps and paving.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Chatsworth. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 28th day of January 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBSA Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/02/N12/124.)

Case 9875/91

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

In the matter between **Bankorp Limited,** Plaintiff, and **Coenraad Frederick Dippenaar,** Defendant

In the pursuance of a judgment granted on 5 November 1991 in the Court of the Magistrate, and under a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 4 March 1994 at 10:00, at the front entrance of the Port Shepstone Magistrate's Court, 5 Court-house Road, Port Shepstone:

Description: (1/3rd of the property to be sold) Lot 386, Port Edward, situated in the Township of Port Edward and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 2284 square metres.

Postal address: Port Edward, 3 Cardiff Road.

Improvements: Two cottages, one under brick and asbestos consisting of bedroom, main on suite (bathroom), lounge, bathroom, dining-room, open plan kitchen and one under brick and thatched roof enclosed verandah, lounge, two bedrooms, kithen, passage and bathroom.

Outbuildings: Servant's toilet. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planing zoning: Residential.

Nothing is guaranteed in the above respects.

Conditions:

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

2. (a) The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Magistrate's Court of the Court within 14 days after the sale to be approved by the Plaintiff's attorneys.

2. (b) The purchaser shall be liable for payment of interest at the rate as set from time to time by S. A. Permanent Building Society and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholder/s at the rate prescribed in the mortgage bond/s on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

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

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court Port Shepstone at 20 Riverview Road, Sunwich Port, Port Shepstone.

Dated at Pinetown on this 18th day of January 1994.

Du Toit, Havemann & Krog, c/o Halse, Havemann & Lloyd, 47 Kings Road, Pinetown. (Ref. 08/B248/428.)

Case 10951/92

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

In the matter between **Allied Building Society,** Execution Creditor, and **Soobiah Naidoo,** Execution Debtor

In pursuance of a judgment granted on 9 June 1992, in the Magistrate's Court, Pietermaritzburg, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on Friday, 11 March 1994 at 11:00, at the Sheriff's sale room, 277 Berg Street, Pietermaritzburg:

Description: Subdivision 215 (of 14) of the farm Belfort Estate 14040, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent eight hundred and ten (810) square metres.

Postal address: 61 Belfort Road, Belfort Estates, Pietermaritzburg.

The property consists of land improved by the erection of a dwelling house built of brick under tile comprising lounge, dining-room, kitchen, three bedrooms, bathroom and second toilet and shower.

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 14 (fourteen) days after the sale to be approved by the plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per cent) per annum to the Plaintiff on the amount of the award to the plaintiff in the plan of distribution from the date of sale to date of transfer.

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

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 25th day of January 1994.

G. J. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case 1017/92

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd,** Plaintiff, and **Mbongeni Petrus Dludla,** Defendant

In pursuance of a judgment granted on 8 November 1993 in the above Court and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 16 March 1994 at 10:00 at Office 2, Adams Building, Osborn Road, Eshowe:

1. (a) *Deeds office description:* Ownership Unit B1937, situated in the Township of Sundumbili, District of Inkanyezi, in extent 300 (three hundred) square metres.

(b) *Street address:* Ownership Unit B1937, Sundumbili.

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

(d) *Zoning/special privileges or exceptions:* No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

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

Dated at Empangeni this 18th day of January 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K603/133 (133/92).]

Case 159/92

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd,** Plaintiff, and **Jeffrey Themba Mlungwana,** Defendant

In pursuance of a judgment granted on 18 May 1992 in the above Court and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 16 March 1994 at 10:00, at Office 2, Adams Building, Osborn Road, Eshowe:

1. (a) *Deeds office description:* Ownership Unit B612, situated in the Township of Sundumbili, District of Inkanyezi, in extent 411 (four hundred and eleven) square metres.

(b) *Street address:* Ownership Unit B612, Sundumbili.

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

(d) *Zoning/special privileges or exceptions:* No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

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

Dated at Empangeni this 18th day of January 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K207/842 (843/92).]

Case 1260/93

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd,** Plaintiff, and **Mona Gerrard Vilakazi,** Defendant

In pursuance of a judgment granted on 9 November 1993 in the above Court and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 16 March 1994 at 10:00, at Office 2, Adams Building, Osborn Road, Eshowe:

1. (a) *Deeds office description:* Ownership Unit A29, situated in the Township of Sundumbili, District of Inkanyezi, in extent 465 (four hundred and sixty-five) square metres.

(b) *Street address:* Ownership Unit A29, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey brick under asbestos roof dwelling comprising of five bedrooms, lounge/dining-room, kitchen, bathroom/toilet. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exemptions:* No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

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

Dated at Empangeni this 18th day of January 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K600/525 (525/93).]

Case 104/93

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd,** Plaintiff, and **Mthembeni Samson Malembe,** Defendant

In pursuance of a judgment granted on 22 February 1993 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 16 March 1994 at 10:00, at Office 2, Adams Building, Osborn Road, Eshowe:

1. (a) *Deeds office description:* Ownership Unit A507, situated in the Township of Sundumbili, District of Inkanyezi, in extent 465 (four hundred and sixty-five) square metres.

(b) *Street address:* Ownership Unit A507, Sundumbili.

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

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

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

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

Dated at Empangeni this 18th day of January 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K603/195 (195/92).]

Case 1710/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Bafanyana Simon Msweli,** Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), in the above-mentioned suit, a sale will be held by the Sheriff, Umlazi, at the Main South Entrance to the Umlazi Magistrate's Court, Umlazi (near the National and KwaZulu Flag Post), on Wednesday, 9 March 1994 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as Ownership Unit 593, Umlazi Unit 13, situated in the Township of Umlazi County of Durban, measuring one thousand and forty-five comma two (1 045,2) square metres and held under Deed of Grant 1218/180.

Street address: N 593, Umlazi, Umlazi.

Improvements: A brick dwelling-house with tiled roof comprising four bedrooms, two bathrooms, kitchen, dining-room/lounge, garage with fencing.

Zoning: Special Residential (nothing is guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Umlazi, at the old Magistrate's Court's Building, Room 101, Section V 1030, Umlazi.

Dated at Durban this 18th day of January 1994.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 6602/92

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 **Charles John Dick,** 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 March 1994 at 10:00:

Description: Subdivision 491 (of 125), of the Farm Waterfall 978, situated in the Township of Waterfall, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 2 540 (two thousand five hundred and forty square metres), held under Deed of Transfer T22910/91.

Physical address: 3 Mtwalume Drive, Waterfall, Natal.

Zoning: Special Residential. The property consists of the following: Single storey brick under tile dwelling comprising of lounge, dining-room, kitchen, three bedrooms, bathroom and toilet and shower and toilet.

The outbuildings comprise attached single garage and shower and toilet.

Nothing in this regard is guaranteed.

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 17th day of January 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6000/slm.)

Case 8332/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Theodor Mbongeni Mthethwa,** First Defendant, and **Thuleleni Eunice Mthethwa,** Second Defendant

1. The following property shall be sold by the Sheriff for the Supreme Court, Pinetown, on Friday, 11 March 1994 at 10:00, at the front entrance to the Magistrate's Court, Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder without reserve:

Lot 463, Klaarwater, situated in the Administrative District of Natal, in extent 400 square metres, held by the Defendants under Deed of Transfer T1440/90 and having street address at Lot 463, Klaarwater, Pinetown, Natal.

2. Improvements and zoning (which are not warranted to be correct):

2.1 The property is zoned special Residential 3;

2.2 the following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots) a single-storey dwelling comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

Terms:

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist;

3.2 the successful bidder is required to pay the deposit of 10% (ten per centum) of the price, plus the Sheriff's charges [being 5% (five per centum) on the first R20 000 of the price and 3% (three per centum) on the balance, with a maximum of R6 000] in cash or by bank-guaranteed cheque or bank letter of authority on conclusion of the sale;

3.3 the full conditions of sale may be inspected at the office of the Sheriff, 62 Caversham Road, Pinetown, and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 11th day of January 1994.

J. M. Koch, for John Koch & Co., Plaintiff's Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.1226/D11.)

Saak 3484/93

IN DIE LANDDROSHOF VIR DIE DISTRIK LADYSMITH GEHOU TE KLIPRIVIER

In die saak tussen **Nedperm Bank Beperk,** Eiser, en **Pitoli Hamilton Dube,** Verweerder

Uit kragte van 'n vonnis van die Landdros, Ladysmith, en kragtens 'n lasbrief van eksekusie gedateer 1 November 1993, sal die volgende onroerende eiendom tesame met alle verbeterings daarop, per publieke veiling op 8 Maart 1994 om 10:00, te Landdroshof, Keatestraat, Ladysmith, aan die hoogste bieër verkoop word, naamlik:

Lot 1951, Ladysmith.

Die voorwaardes van die verkoping mag geïnspekteer word by die kantore van die Balju van die Landdroshof, Ladysmith, en sal gelees word onmiddellik voor die verkoping.

Geteken te Newcastle op hede die 25ste dag van Januarie 1994.

P. G. Steyn, vir De Jager Kloppers Steyn & Oberholster, Prokureur vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat 52, Newcastle.

Case 8223/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Mark Anthony Matthews,** First Defendant, and **Michelle Ann Matthews,** 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 March 1994 at 10:00:

Description: Subdivision 9 of Lot 5235, Pinetown, situated in the Borough of Pinetown, and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 1 204 (one thousand two hundred and four) square metres, held under Deed of Transfer T17518/91.

Physical address: 1 Voilet Road, Sarnia, Pinetown, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile dwelling consisting of entrance-hall, lounge, dining-room, TV-room, kitchen, three bedrooms, two bathrooms with toilets, verandah, servants' quarters and garage.

Nothing in this regard is guaranteed.

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 17th day of January 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.5895/slm.)

Case 645/92

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Zithulela A. Gwala,** Defendant

In pursuance of a judgment granted on 25 August 1992, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 16 March 1994 at 10:00, at Office 2, Adams Building, Osborn Road, Eshowe:

1. (a) *Deeds Office description:* Ownership Unit B1499, situated in the Township of Sundumbili, District of Inkanyezi, in extent 308 (three hundred and eight) square metres.

1. (b) *Street address:* Unit B1499, Sundumbili.

1. (c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising two bedrooms, lounge, kitchen and bathroom/toilet. The property is full electrified and on main sewerage.

1. (d) *Zoning/special privileges or exemptions:* No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

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

Dated at Empangeni this 18th day of January 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K603/4(4/92).]

Case 4153/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Allied Bank** a division of ABSA Bank Ltd (8604794/06), Plaintiff, and **Maythree Devi Gulbaran,** Defendant

In pursuance of a judgment granted on 30 September 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 in front of the Magistrate's Court, Somtseu Road Entrance, Durban, on Thursday, 19 March 1994 at 10:00:

Description: Lot 1436, Isipingo Extension 7, situated in the Borough of Isipingo and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal in extent nine hundred and thirty-one (931) square metres, under Deed of Transfer T28212/87.

Postal address: 35 Platt Drive, Isipingo Hills.

Improvements: Double storey house consisting of two bedrooms carpeted, bedroom with en-suite, bath, basin, toilet, shower tiled, bathroom, toilet, bath, basin, tiled, lounge carpeted, dining-room carpeted, toilet, basin, tiled, kitchen tiled, fitted cupboards. Double garage, room, toilet and shower.

Town-planning zoning: Residential.

Nothing is guaranteed in the above respects.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder. The property is sold voetstoots and nothing in the respects set out below is guaranteed.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days after the sale, to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 16,75% (sixteen comma seven five per cent) per annum to the Execution Creditor and to the bondholder/s at a prescribed rate of interest per annum at the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer both date inclusive.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff of the Cle may be inspected at the office of the Sheriff of the Court at Somtseu Road, Durban.

5. Payment of Value-Added Tax, which may be applicable in terms of Act No. 38 of 1991, shall be borne by the purchaser.

Dated at Amanzimtoti on this the 7th day of February 1994.

Brogan & Olive, Plaintiff's Attorneys, Third Floor, Perm Building, Bjorseth Crescent, Amanzimtoti. C/o Downes Clulow & Van Heerden, 16th Floor, General Building, 47 Field Street, Durban. (Ref. L. F. Olive.)

Case 34985/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **United Bank Limited** (86/04794/06), Execution Creditor, and **Gillmour Winston Augustus,** First Execution Debtor, and **Heather Ann Augustus,** Second Execution Debtor

In pursuance of judgment granted on 24 August 1992, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 8 March 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A certain piece of land being Subdivision 23 of Lot 809, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, measuring one thousand seven hundred and forty-eight (1 748) square metres.

Postal address: 9 Ayr Road, Redhill, Durban North, 4051.

Improvements: Single storey brick under tile dwelling consisting of patio, entrance porch, lounge, dining-room, kitchen, TV lounge, three bedrooms, bathroom, toilet and dressing room.

Town-planning zoning: Special Residential. Special privileges nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more that one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the office of the Sheriff for the Magistrate's Court, 15 Milne Street, Durban, or at our offices.

Dated at Durban this 31st day of January 1994.

Browne Brodie & Co., Plainiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/097/001102/Mrs Chetty.) (Docex 71.)

Case 52443/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Saambou Bank Ltd** (No. 87/05437/06), Plaintiff, and **Kusakusa Titus Cele,** First Defendant, and **Irene Nobunie Cele,** Second Defendant

In pursuance of a judgment granted on 20 December 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 11 March 1994 at 10:00 at the front entrance, Magistrate's Court Building, Moss Street, Verulam:

Description: Site M1434, situated in the Township of kwaMashu, and in the District of Ntuzuma, in extent 314 square metres.

Postal Address: Lot M1434, kwaMashu.

Improvements: Brick under tile dwelling consisting two bedrooms, lounge, kitchen, toilet with bathroom, water and lights facilities (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town planning zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2.2.1 The purchaser shall pay a deposit of 10% (ten per cent), of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court of the Court within 14 days after the sale to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by Saambou and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholder/s at the rate prescribed in the mortgage bond/s on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Verulam, at Moss Street, Verulam.

Dated at Durban on this the 2nd day of February 1994.

J. Krog, for Du Toit Havemann & Krog, Plaintiff's Attorney, Stafmayer House, Beach Gove, Durban. (Ref. 07S630271.)

Case 1685/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Themba Gelvas Majiya,** Defendant

In the pursuance of judgment granted on 13 August 1992, in the Port Shepstone Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 18 March 1994 at 11:00, in front of the Magistrate's Court, Port Shepstone, to the highest bidder:

Description: A certain piece of land, being Ownership Unit A2133, in extent 372 sqaure metres, situated in the Township of Gamalakhe, represented and described on General Plan BA15/1970, held by virtue of Deed of Grant G4094/86.

Physical address: Ownership Unit A2133, Gamalakhe Township.

The property has been improved by the erection of a brick and corrigated roof dwelling house thereon, consisting kitchen, lounge, two bedrooms, bathroom and toilet combined, municipal electricity, water supply and sanitation. 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 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 18,5% (eighteen comma 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, Port Shepstone.

Dated at Port Shepstone on this the 4th day of February 1994.

Barry, Botha & Breytenbach, 16 Bisset Street, Port Shepstone. (Ref. CEB/LG/K160 05S047121.)

Case 8777/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Johannes Thembinkosi Zakwe,** Defendant

In pursuance of judgment granted on 24 September 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 March 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 A6473, in extent 213 square metres, situated in the Township of KwaNdengezi, represented and described on General Plan PB390/1991; held by virtue of Deed of Grant G000138/93, physical address: Ownership Unit A6473, KwaNdengezi. The property consisting of land value only.

Nothing is guaranteed in respect of any improvements on the property.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of 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 4th day of February 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z17055/MM.)

Case 10326/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Sinayi Solomon Ndlovu,** Defendant

In pursuance of judgment granted on 2 November 1992, 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 March 1994 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land, being Ownership Unit D881, in extent 300 square metres, situated in the Township of KwaDabeka, represented and described on General Plan PB 328/1984, held by virtue of Deed of Grant 12525.

Physical address: Ownership Unit D881, KwaDabeka Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block and asbestos dwelling (37 m^2) comprising of kitchen, lounge, bedroom and w.c.'s. Municipal-Water supply.

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% (seventeen per centum) per annum, to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Pinetown.

Dated at Durban this 2nd day of February 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z08746/MM.)

Case 2522/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Busisiwe Joyce Sibiya,** Defendant

In pursuance of judgment granted on 14 May 1992, in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution, on 11 March 1994 at 10:00, at the front entrance, Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit 418, in extent 290 square metres, situated in the Township of Ohlange, represented and described on General Plan SG2271/1987, held by virtue of Deed of Grant 11549.

Physical address: Ownership Unit 418, Ohlange.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block and asbestos dwelling (47 m^2) comprising kitchen, lounge, two bedrooms, bathroom and w.c.'s. Municipal electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 17% (seventeen per centum) per annum, to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Dated at Durban this 8th day of February 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z02099/MM.)

Case 3280/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **Nedcor Bank Limited,** formerly trading as Nedperm Bank Limited, Plaintiff, and **Mohan Singh,** First Defendant, and **Tara Singh,** Second Defendant

In pursuance of a judgment granted on 2 December 1993, in the Court of the Magistrate, Stanger and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 11 March 1994 at 10:00, at the front entrance of the Magistrate's Court, 127 Couper Street, Stanger:

Description of property: Lot 124, Highridge, situate in the Borough of Stanger, Administrative District of Natal, in extent 1 211 (one thousand two hundred and eleven) square metres.

Consisting of: Brick under tile dwelling consisting of three bedrooms, main en suite, second bathroom, lounge, dining-room, kitchen and double garage.

Postal address: 118 Ebrahim Drive, Highridge, Stanger.

Zoning: Residential area.

Nothing in the above is guaranteed.

1.1 The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1.2 The property shall be sold as it stands i.e, voetstoots and subject to all the conditions of the title deed.

2. The purchaser shall be liable for payment of interest at the rate of 16% (sixteen per centum) per annum, to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer upon written request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 116 Couper Street, Stanger.

Dated at Durban on this 2nd day of February 1994.

Saras Perumaul, for A. Christopher Incorporated, Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Durban. (Ref. Mrs Perumaul/cg/892.)

Case 21339/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **NBS Bank Limited,** Execution Creditor, and **Brian Desmond Banks,** Execution Debtor

In pursuance of a judgment granted on 3 December 1993, in the Magistrate's Court, Pietermaritzburg, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 11 March 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg:

Description: Section 1, as shown and more fully described on Sectional Plan 151/91, in the building or buildings known as Davlen Park, situated at Subdivision 551 (of 323) of the farm Shorts Retreat 1208, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 183 (one hundred and eighty-three) square metres.

Postal address: 9 Halstead Road, Pietermaritzburg.

The property consists of a mini-factory unit, being one of approximately 12 in a building having a steel frame with in-fill walls of brick, faced externally and faced and painted internally, with steel glazing. The floor is of concrete and the roof of I.B.R. sheeting on steel, pitched, with sisalation and further comprises a storage/sales area, office, change-room with shower and two toilets.

1. The sale shall be subject to the terms and conditions of the Magistrate's Courts Act, and the rules made thereunder.

2. The purchaser shall pay 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 14 (fourteen) days after the sale to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per cent) per annum, to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty or Value-Added Tax, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg, this 10th day of February 1994.

P. L. Firman, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case 3638/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Dawie Wouter Serfontein,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Tuesday, 14 December 1993, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa, for the District of Newcastle, on the steps of the Magistrate's Court on Friday, 4 March 1994 at 11:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at Second Floor, Volkskas Building, Voortrekker Street, Newcastle, Natal, namely:

Lot 9142, Newcastle (Extension 37), situated in the Borough of Newcastle, Administrative District of Natal, measuring one thousand nine hundred and twenty-five (1 925) square metres, which property is physically situated at 16 Libra Avenue, Signal Hill, Newcastle, Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T13465/1991.

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 iron consisting of an entrance-hall, lounge, dining-room, kitchen, family room, study, laundry, three bedrooms, two bathrooms and toilet. There is an outbuilding consisting of two garages, car-port and toilet.

Zoning: The property is zoned for special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's Commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16% (sixteen per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer, both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 4th day of February 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 1602/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Mytim Sales CC,** Execution Creditor, and **Kasval Munsamy,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Inanda, held at Verulam, dated 22 March 1993, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 8 March 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Property description: Subdivison 3 of Lot 189, Kenville, situated in the City of Durban, Administrative District of Natal, in extent 725 (seven hundred and twenty-five) square metres.

Postal address: Near 196 Rosary Road, Kenville.

Improvements: Vacant land (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Zoning (the accuracy hereof is not guaranteed): Special Residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price or R500, whichever is the greater, and the auctioneer's charges in cash at the time of the sale.

3. The balance of the purchase price is payable against 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 19,25% (eighteen comma two five per cent) per annum, to the Execution Creditor from the date of sale to date of registration of transfer.

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff, 15 Milne Street, Durban.

Dated at Durban this 7th day of February 1994.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/SAC/SALE/M10299.)

Case 11158/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Jan Jacobus van Wyk,** Plaintiff/Respondent, and **Rodney Thompson Ruddy,** Defendant/Appellant

By virtue of a judgment of the above Honourable Court, dated 31 March 1993, and a warrant of execution issued thereunder, the property which is described hereunder, will be sold in execution on 8 March 1994 at 14:00, at the Durban Magistrate's Court, Somtseu Road, Durban, voetstoots, to the highest bidder:

Property description: Lot 3054, Durban North, situated in the City of Durban, Administrative District of Natal, in extent 1 107 (one thousand one hundred and seven) square metres, held under Deed of Transfer T14388/85, physical address of property, 14 Inverness Crescent, Durban North.

Zoning of property: Special Residential.

Improvements to property (but nothing is guaranteed in respect hereof): Brick and tile dwelling consisting of double lock up garage and carport, kitchen and scullery, lounge and dining-room, television lounge, bathroom and shower w/b, basin, toilet, four bedrooms, main bedroom with bath and toilet w/b, bar lounge, swimming-pool, Granny flat: bedroom, bathroom/ toilet/w/b, lounge, kitchen and cabana.

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price, in cash together with the auctioneer's commission plus Value-Added Tax, in cash, immediately after the sale. The balance of the purchase price together with interest as set out in the conditions of sale shall be payable against transfer to be secured, in the interim, by a bank or building society guarantee, to be furnished to the Sheriff of the Magistrate's Court, within 21 (twenty-one) days after the sale.

3. Payment of Value-Added Tax may be applicable in terms of Act 89 of 1991, which shall be borne by the purchaser.

4. The puchaser shall be liable for the payment of interest to the execution creditor, from date of sale to date of registration of transfer as set in the conditions of sale.

5. Transfer will be effected by the Execution Creditor's attorneys and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer upon request by the said attorneys.

6. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban North, at 15 Milne Street, Durban, and at the offices of the Execution Creditor's attorneys.

Dated at Durban on this 3rd day of February 1994.

Woodhead, Bigby & Irving, Plaintiff's/Respondent's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. 29/V614/A2.)

Case 14315/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **E. Ringo,** Judgment Creditor, and **Shaik Mohamed Sadick,** Judgment Debtor

In pursuance of a judgment and writ of execution of this Court, the immovable property listed hereunder will be sold in execution on Friday, 11 March 1994 at 11:00, by the Sheriff for the Magistrate's Court at the Sheriff's Sale Rooms, 277 Berg Street, Pietermaritzburg, to the highest bidder, without reserve, subject to the conditions of sale:

Sub 45, of Lot 1861, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 989 square metres, situated at 22 Mason Road, Manor, Pietermaritzburg, held by Judgment Debtor under Deed of Transfer T13537/93.

The following information is given about the immovable property but is not guaranteed:

1. Improvements - single-storey dwelling.

2. The property is bonded under Mortgage Bond No. 19624/93, in favour of Nedcor Bank Limited for the sum of R90 000, plus contingent costs of R22 500, registered on 28 May 1993.

3. There are no further restrictive conditions or attachments over the property.

4. Property is zoned for Residential use.

The conditions of sale, which may be inspected at the office of the aforesaid Sheriff, will be read out immediately prior to the sale.

Dated at Pietermaritzburg on this the 9th day of February 1994.

Venn Nemeth & Hart, Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. CTJ. 19R1166/93.)

Case 37327/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Paradise Valley Body Corporate,** Plaintiff, and **R. J. Jack,** Defendant

In pursuance of a judgment granted on 23 August 1993, in the above Honourable Court, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 11 March 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A unit consisting of:

(a) Section 206, as shown and more fully described on Sectional Plan SS23/1983, in the scheme known as Birches, in respect of the land and building or buildings situated at Pinetown, of which section the floor area according to the said sectional plan, is 79 (seventy-nine) square metres in extent;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota, as endorsed on the said sectional plan.

Postal address: 74 Sunny Birches, 100 Entabeni Road, Pinetown.

Improvements (the nature, extent, conditions and existence of the improvements are not guaranteed, and are sold voetstoots): A duplex, consisting of a lounge, dining-room, kitchen, toilet, two bedrooms and bathroom.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser (other than the Plaintiff) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance against transfer is to be secured by a bank or building society guarantee, and to be furnished to the Sheriff within twenty-one (21) days after the 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 costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff, and interested parties are asked to contact the Plaintiff, who may be prepared to grant facilities to an approved purchaser.

Dated at Durban on this 7th day of February 1994.

J. H. Hawkey, for Jack Hawkey, Plaintiff's Attorneys, 800 Victoria Maine, 71 Victoria Embankment; P.O. Box 4925, Durban. (Tel. 301-8733.) (Fax: 301-8736.) (Ref. JHH/gv/04/R.001/473.)

Case 1383/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DUNDEE HELD AT DUNDEE

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Maria Jacoba Kruse,** Defendant

In execution of a judgment in the Magistrate's Court, and a writ of attachment, dated 10 September 1993, the undermentioned immovable property will be sold in execution on 11 March 1994 at 10:00, by the Sheriff at Dundee, at the front door of the Magistrate's Court at Dundee, to the highest bidder:

Lot 522, Dundee, situated in the Borough of Dundee and in the Thukela Joint Services Board Area, Administrative District of Natal, in extent 4 047 square metres (hereinafter referred to as the property).

The following information is hereby furnished but not guaranteed:

1. The property described as Lot 552, Dundee, is situated at 43 Oldacre Street, Dundee.

2. On the said property there is a dwelling-house consisting of seven rooms, kitchen, pantry and bathroom.

Outbuildings and servants' quarters and playground.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee, or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this the 8th day of February 1994.

Acutt & Worthington, Plaintiff's Attorneys, 64 Gladstone Street, Dundee. [Tel. (0341) 2-1138/2-1195.]

Case 1949/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DUNDEE HELD AT DUNDEE

In the matter between **Dundee Municipality,** Plaintiff, and **I. M. & A. Docrat,** Defendant

In execution of a judgment in the Magistrate's Court, and a writ of attachment dated 15 September 1993 the undermentioned immovable property will be sold in execution on 11 March 1994 at 10:00, by the Sheriff, at the front door of the Magistrate's Court, 58 Gladstone Street, to the highest bidder:

Lot 1705, Dundee Extension 9, situated in the Borough of Dundee and in the Thukela Joint Services Board Area Administrative District of Natal, in extent 667 square metres (hereinafter referred to as the property).

The following information is hereby furnished but not guaranteed:

1. The property described as Lot 1705, Dundee, is situated at 19 Hajee Jamal Street, Dundee.

2. On the said property there is no improvements.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff, Dundee, or at the offices of the Plaintiff's attorneys.

Dated at Dundee this 8th day of February 1994.

Acutt & Worthington, Plaintiff's Attorneys, 64 Gladstone Street, Dundee, 3000. [Tel. (0341) 2-1138/2-1195.]

Case 1487/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DUNDEE HELD AT DUNDEE

In the matter between **Dundee Municipality,** Plaintiff, and **R. & E. H. Ebrahim,** Defendant

In Execution of a judgment in the Magistrate's Court, and a writ of attachment dated 9 October 1993 the undermentioned immovable property will be sold in execution on 11 March 1994 at 10:00, by the Sheriff at Dundee, at the frontdoor of the Magistrate's Court at Dundee, to the highest bidder:

Lot 3622, Dundee, situated in the Borough of Dundee, and in the Thukela Joint Services Board Area Administrative District of Natal, in extent 697 square metres (hereinafter referred to as the property).

The following information is hereby furnished but not guaranteed:

1. The property described as Lot 3622, Dundee, is situated at 117 Watt Road, Dundee.

2. On the said property there is no improvements.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee, or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this the 8th day of February 1994.

Acutt & Worthington, Plaintiff's Attorneys, 64 Gladstone Street, Dundee. [Tel. (0341) 2-1138/2-1195.]

Case 1434/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DUNDEE HELD AT DUNDEE

In the matter between **Dundee Municipality,** Plaintiff, and **N. R. & M. I. Buthelezi,** Defendant

In execution of a judgment in the Magistrate's Court and a writ of attachment dated 20 September 1993, the undermentioned immovable property will be sold in execution on 11 March 1994 at 10:00, by the Sheriff at Dundee, at the front door of the Magistrate's Court, at Dundee, to the highest bidder:

Subdivision 1 of Lot 1127, Dundee situated in the Borough of Dundee, and in the Thukela Joint Services Board Area Administrative District of Natal, in extent 1 564 square metres (hereinafter referred to as the property):

The following information is hereby furnished but not guaranteed:

1. The property described as Subdivision 1 of Lot 1127, Dundee, is situated at 3 Berkitt Street, Dundee.

2. On the said property there is dwelling-house of brick under iron roof consisting of kitchen, lounge, three bedrooms, bathroom, toilet and outbuildings (garage and room).

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee, or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this the 8th day of February 1994.

Acutt & Worthington, Plaintiff's Attorneys, 64 Gladstone Street, Dundee. [Tel. (0341) 2-1138/2-1195.]

ORANGE FREE STATE
ORANJE-VRYSTAAT

Case 3709/93

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 **Geoffrey Sicelo Ntshinga** (Born on 26th June 1948), First Defendant, and **Xoliswa Elizabeth Ntshinga** (ID No. 5207030700088), Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suite, a sale with/without reserve price is to take place at the Magistrate's Court, Virginia Gardens, Virginia on Friday 4 March 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, Virginia Gardens, Virginia, prior to the sale:

Site 307 (Extension 1) situated in the Town Meloding district Ventersburg, measuring 307 (three hundred and seven) square metres, as indicated on General Plan L34/1986, held by certificate of Registered Grant of Leasehold TL2682/1989, subject to all such conditions as are more fully set out in the above-mentioned certificate of registered grant of leasehold consisting lounge/dining-room, kitchen, two bedrooms, bathroom/toilet, tile roof, wire fencing, carpets/vinyl and concrete driveway.

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.

Saak 14750/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **J. M. Malebo,** Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom en 'n lasbrief vir eksekusie gedateer 5 Januarie 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 11 Maart 1994 om 11:00, voor die Landdroskantoor, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 18591, geleë te en bekend as 18591 Sunrise View, Thabong, Welkom, gesoneer vir woondoeleindes, groot 287 vierkante meter, gehou kragtens sertifikaat van Geregistreerde Toekenning van Huurpag TL12175/90.

Verbeterings: 'n Tweeslaapkamerwoonhuis bestaan uit sitkamer, kombuis en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent), van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 18% (agtien persent) per jaar, vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae, betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapswaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 2de dag van Februarie 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26-28, Welkom.

Saak 15048/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **L. J. M. Myburgh,** Eerste Eksekusieskuldenaar, en **N. S. Myburgh,** Tweede Eksekusieskulenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom en 'n lasbrief vir eksekusie gedateer 7 Januarie 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 11 Maart 1994 om 11:00, voor die Landdroskantoor, Welkom:

Erf 462 (uitbreiding 3), geleë te en bekend as Adam Swartstraat 462, Bronville, Welkom, gesoneer vir woondoeleindes.

Groot 466 vierkante meter, gehou kragtens Transportakte T6125/1990.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaan uit sitkamer, kombuis, badkamer en motorafdak.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent), van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar, vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae, betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapswaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom nagesien word.

Gedateer te Welkom op hierdie 2de dag van Februarie 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26-28, Welkom.

Saak 14748/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **M. E. Sethunya,** Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer, 30 Desember 1993, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 11 Maart 1994 om 11:00, voor die Landdroskantoor, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van:

Perseel 13482, geleë te en bekend as Dikokostraat 13482, Thabong, Welkom, gesoneer vir woondoeleindes, groot 432 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL2036/1989.

Verbeterings: 'n Tweeslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys, in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 18% (agtien persent), per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae, betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 2de dag van Februarie 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26–28, Welkom.

Saak 14749/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **T. J. Ntseki,** Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 5 Januarie 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 11 Maart 1994 om 11:00, voor die Landdroskantoor, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van:

Perseel 19418, geleë te en bekend as Orange Grove 19418, Thabong, Welkom, gesoneer vir woondoeleindes, groot 253 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL1858/1990.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys, in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 18% (agtien persent), per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae, betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 2de dag van Februarie 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26–28, Welkom.

Saak 19868/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk,** Eiser, en **J. L. Oberholzer,** Verweerder

Ingevolge 'n vonnis gedateer 3 Desember 1993 en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 11 Maart 1994 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere: Erf 16182 (Uitbreiding 104), geleë in die stad en distrik Bloemfontein, groot 1 258 vierkante meter, gehou kragtens Transportakte T9370/1983, Kolkopstraat 4, Fleurdal, Bloemfontein.

Verbeterings: Woonhuis bestaande uit vyf slaapkamers, drie badkamers, stort, sit/eetkamer, portaal, kombuis, bediendekamer, toilet en swembad.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping 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 afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 16% (sestien persent), per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae, betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volle verkoopvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 1ste dag van Februarie 1994.

J. H. Conradie, p.a. Rossouw & Vennote, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 2548/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Sentraalwes (Koöp) Beperk,** Eiser, en **Dagern Beleggings BK** (CK90/01054/23), Verweerder

Ten uitvoerlegging van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling), sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind voor die Landdroskantoor, Kerkstraat, Koppies, op 11 Maart 1994 om 10:00, naamlik:

Die plaas Welvaart 220, distrik Koppies, groot 267,5121 hektaar.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie.

Verbeterings bestaan uit onbewoonbare klipwoonhuis, klip-buitegeboue, klipskuur/kraal, boorgat en vervalle windpomp en sementdam.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Adjunkbalju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne veertien (14) dae na die datum van verkoping aan die Adjunkbalju gelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae in my kantoor te Kerkstraat 26A, Koppies.

D. J. Nortier, vir Naudes, Eiser se Prokureur, Trustfonteingebou, St Andrewstraat 151, Posbus 153, Bloemfontein.

Balju vir die distrik Koppies, Posbus 21, Koppies, 9540.

Saak 4437/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Manuel Pedro dos Santos,** Verweerder

Ten uitvoerlegging van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling), sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind voor die Landdroskantoor, Phillipstraat, Parys, op 11 Maart 1994 om 09:30, naamlik:

1. Gedeelte 1 van Erf 354, geleë in die dorp en distrik Parys, groot 1 071 vierkante meter, bekend as Loopstraat 31, Parys.

2. Die resterende gedeelte van Erf 82, geleë in die dorp en distrik Parys, groot 1 796 vierkante meter, bekend as Presidentstraat 31, Parys.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie.

1. Gedeelte 1 van Erf 354: Woonhuis met kombuis, drie slaapkamers, twee badkamers met aparte toilet, sitkamer, eetkamer, enkelgarage, stoorkamer en bediendetoilet (geen ingeboude kaste).

2. Resterende gedeelte van Erf 82: Woonhuis met kombuis, drie slaapkamers, badkamer, toilet, eetkamer, sitkamer, garage en buitetoilet (geen ingeboude kaste).

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Adjunkbalju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne veertien (14) dae na die datum van verkoping aan die Adjunkbalju gelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae in my kantoor te NV-gebou, Mareestraat, Parys.

D. J. Nortier, vir Naudes, Eiser se Prokureur, Trustfonteingebou, St Andrewstraat 151, Posbus 153, Bloemfontein.

Balju vir die distrik Parys, Posbus 324, Parys, 9585.

Saak 406/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HENNENMAN GEHOU TE HENNENMAN

In die saak tussen **ABSA Bank,** Eiser, en **H. M. H. le Roux,** Verweerder

Ter voldoening van 'n vonnis wat bogenoemde Vonnisskuldeiser teen die Vonnisskuldenaar verkry het op 20 Augustus 1993, en ter uitvoering van 'n lasbrief vir eksekusie gedateer 7 Oktober 1993, sal die ondergenoemde eiendom per openbare veiling verkoop word te Fouriestraat 15, Hennenman, op Vrydag, 25 Februarie 1994 om 11:00:

Erf 343, Hennenman, groot 1 250 vierkante meter, geleë te Fouriestraat 15, Hennenman.

Verbeterings: Portaal, sitkamer, eetkamer, vier slaapkamers, waskamer, kombuis, badkamer, badkamer met stort, twee motorhuise, motorafdak en buitekamer met toilet.

Terme: 10% (tien persent) van die koopsom sal betaalbaar wees by toeslaan van die bod op die koper en moet die koper 'n goedgekeurde waarborg binne 14 dae daarna. Die eiendom word voetstoots verkoop sonder enige waarborge hoegenaamd.

Die verkoopvoorwaardes is by ondergetekende en die afslaer, mnr. P. J. Swart, Balju van die Landdroskantoor, Hennenman, verkrygbaar en sal by die afslaer ter insae lê en sal voor die verkoping deur die afslaer uitgelees word.

Geteken te Hennenman hierdie 26ste dag van Januarie 1994.

Maree & Vennote, EMF-Gebou, Steynstraat 40, Posbus 23, Hennenman.

Saak 568/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HEILBRON GEHOU TE HEILBRON

In die saak tussen **Nedcor Bank Beperk** (No. 51/00009/06), voorheen handeldrywende as Nedperm Bank Beperk, Eiser, en **M. V. Makhanda,** Verweerder

Ingevolge uitspaak van die Landdros te Heilbron, en lasbrief vir eksekusie uitgereik deur bogemelde Agbare Hof, sal die ondervermelde eiendom op Donderdag, 3 Maart 1994 om 10:00, verkoop word aan die hoogste bieder, naamlik:

Erf 229, geleë in die Metsimaholo-dorpsgebied, Oranjeville, distrik Heilbron, gehou Huurpagsertifikaat TL8618/1990.

Volledige verkoopvoorwaardes ter insae by die kantoor van die Balju van die Landdroshof, gedurende kantoorure, asook by die kantore van Cornelius & Vennote, Kerkstraat 40, Heilbron.

Geteken te Heilbron op hede hierdie 18de dag van Januarie 1994.

B. J. Venter, vir Cornelius & Vennote, Prokureur vir Eiser, Kerkstraat 40, Heilbron, 9650. [Tel. (01614) 2-2035.]

Case 568/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF HEILBRON HELD AT HEILBRON

In the matter between **Nedcor Bank Beperk** (No. 51/00009/06), formerly trading as Nedperm Bank Beperk, Plaintiff, and **M. V. Makhanda,** Defendant

In pursuance of a judgment by the Magistrate of Heilbron, and warrant of execution issued by the Magistrate of Heilbron, the undermentioned property will be sold on Thursday, 3 March 1994 at 10:00, in execution to the highest bidder, namely:

Erf 229, situated in the Township of Metsimaholo, Oranjeville, District of Heilbron, held under Leasehold Certificate TL8618/1990.

The conditions of sale in execution can be inspected during office hours at the offices of the Sheriff of the Magistrate's Court, as well as Cornelius & Partners, 40 Church Street, Heilbron.

Signed at Heilbron this 18th day of January 1994.

B. J. Venter, for Cornelius & Partners, Attorney for Plaintiff, 40 Church Street, Heilbron, 9650. [Tel. (01614) 2-2035.]

Saak 6032/93

IN DIE LANDDROS VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Bankfin, Eiser, en **Abram Sechaba Swarts,** Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 11 Mei 1993 en 'n lasbrief tot eksekusie sal die volgende eiendom in eksekusie verkoop word op 11 Maart 1994 om 10:00 by die Peetlaan-ingang tot die Landdroshof, Bloemfontein, deur Nico Smith Afslaers, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Erf 17037, Mangaung (Fase 2), gehou kragtens Sertifikaat van Geregistreerde Toekenning van Reg van Huurpag TL943/90.

Die volgende besonderhede ten aansien van die eiendom word verskaf maar nie gewaarborg nie:

Die verbeterings op die eiendom bestaan uit 'n sitkamer, eetkamer, kombuis, badkamer en twee slaapkamers.

Voorwaardes: Die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe en die reëls daarvolgens neergelê. Tien (10) persent van die koopprys moet in kontant op die dag van die verkoping betaal word en 'n bank- of bougenootskapswaarborg vir die balans moet binne 14 dae na die verkoopdatum verskaf word.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die Balju, Barnesstraat 5, Westdene, Bloemfontein.

Geteken te Bloemfontein hierdie 19de dag van Januarie 1994.

P. H. T. Colditz, p.a. Schoeman Smith, Sesde Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein, 9301.

Saak 3241/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Saambou Bank,** Eiser, en **Van Wyk, Johannes Simon,** Verweerder

In terme van 'n vonnis wat toegestaan is in die Landdroshof vir die distrik Odendaalsrus op 10 Januarie 1994 en 'n lasbrief vir eksekusie teen onroerende goed, sal die onderstaande eiendom in eksekusie verkoop word op 4 Maart 1994 om 09:00, die hoofingang van die Landdroshof, Weeberstraat, Odendaalsrus:

Sekere Erf 1678, geleë in die dorp Odendaalsrus (Ross Kent), distrik Odendaalsrus, groot 644 vierkante meter.

Verbeterings: Ingangsportaal, sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer en aparte toilet.

Die voorwaardes van eksekusieverkoping lê ter insae by die kantoor van die Balju vir die Landdroshof, Conroysgebou, Weeberstraat, Odendaalsrus, asook by die Prokureurs vir die Eiser, Smit & Vermaak, Erasmusgebou, Kerkstraat, Odendaalsrus. Die verkoopvoorwaardes sal voor die verkoping deur die Balju uitgelees word.

Gedateer te Odendaalsrus op hede die 18de dag van Januarie 1994.

Smit & Vermaak, Erasmusgebou, Kerkstraat, Posbus 99, Odendaalsrus.

Case 3241/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ODENDAALSRUS HELD AT ODENDAALSRUS

In the matter between **Saambou Bank,** Plaintiff, and **Van Wyk, Johannes Simon,** Defendant

Kindly take notice in terms of a Court Order granted in the Magistrate's Court for the District of Odendaalsrus on 10 January 1994 and a warrant of execution against property, the undermentioned property will be sold on 4 March 1994 at 09:00 at the main entrance of the Magistrate's Court, Weeber Street, Odendaalsrus:

Certain Site 1678, situated in the Town of Odendaalsrus (Ross Kent), District of Odendaalsrus, measuring 644 square metres.

Improvements: Entrance hall, sittingroom, dining-room, three bedrooms, kitchen, bathroom and separate toilet.

The conditions of sale in execution may be inspected at the Sheriff for the Magistrate's Offices, Conroys Building, Weeber Street, Odendaalsrus, as well as at the offices of the Plaintiff's attorneys, Smit & Vermaak, Erasmus Building, Church Street, Odendaalsrus. The said conditions of sale will be read out by the Sheriff prior to the sale.

Dated at Odendaalsrus on this 18th day of January 1994.

Smit & Vermaak, Erasmus Building, Church Street, P.O. Box 99, Odendaalsrus.

Saak 1730/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE WITSIESHOEK

In die saak tussen **NBS Bank Beperk,** Eiser, en **S. Mosia,** Eerste Verweerder, en **M. E. Mosia,** Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof van Harrismith, en 'n lasbrief van eksekusie gedateer 21 Desember 1993, sal die volgende eiendom geregtelik verkoop word op 18 Maart 1994 om 09:00, voor die Landdroskantoor, Witsieshoek, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Perseel 8648A, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek, groot 465 (vierhonderd vyf-en-sestig) vierkante meter, soos gehou kragtens Akte van Huurpag 205/1989, soos aangedui op Algemene Plan PB419/1987.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit sitkamer, kombuis, twee slaapkamers en 'n badkamer.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Witsieshoek.

Gedateer te Harrismith op hede die 28ste dag van Januarie 1994.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Stuartstraat 51B, Posbus 22, Harrismith.

Saak 993/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Prodkor Milling Co.,** Eiser, en **J. Juries,** handeldrywende as Olives Supermarket, Verweerder

Ten uitvoere van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) en kragtens 'n lasbrief tot uitwinning gedateer 23 November 1993, sal die volgende eiendom per publieke veiling vir kontant op Vrydag, 25 Maart 1994 om 10:00, te Peetlaan, ingang tot die Landdroshof, Bloemfontein, verkoop word aan die hoogste bieër naamlik:

Sekere Erf 744-uitbreiding 1, groot 475 vierkante meter, geleë in die dorp Ashbury, distrik Bloemfontein, wat bestaan uit woonhuis.

Ten opsigte van voormelde verbeterings word egter geen waarborg verstrek nie.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju van die Hooggeregshof betaal, onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne een-en-twintig (21) dae na die datum van verkoping aan die Balju van die Hooggeregshof gelewer word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die tien persent (10%) kontant betaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae te die kantore van Rosendorff & Reitz Barry, St Andrewstraat 119, Tweede Verdieping, Presidentgebou, Bloemfontein.

Geteken te Bloemfontein hierdie 7de dag van Februarie 1994.

W. L. Seyffert, vir Rosendorff & Reitz Barry, Prokureur vir Eiser, Eerste Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein.

Saak 18483/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk,** Eiser, en **Lesizi Joshua Mnembe,** Eerste Verweerder, en **Lilian Kelibone Mnembe,** Tweede Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein, en kragtens 'n lasbrief, gedateer 1 November 1993 sal die volgende eiendom van die Verweerder per publieke veiling vir kontant op Vrydag, 11 Maart 1994 om 10:00, te Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieër verkoop word, naamlik:

Alle reg, titel en belang in en tot die huurpag ten opsigte van Perseel 17448, geleë in die dorpsgebied Mangaung, distrik Bloemfontein, groot 600 vierkante meter, gehou kragtens Transportakte TL9224/1992.

Die eiendom bestaan onder andere uit die volgende: Drie slaapkamers, twee badkamers, stort, twee toilette en garage.

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 sewe (7) dae na datum van 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 binne veertien (14) dae na die datum van die verkoping verstrek te word.

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser teen 18% (agtien persent) per jaar bereken vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastings en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju waarborg geensins van enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantoor van die Balju, Bloemfontein-Oos en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdieping, N.B.S. Gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 8ste dag van Februarie 1994.

P. A. C. Jacobs, Prokureur vir die Eiser, Symington & De Kok, Bloemfontein.

Case 2786/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, and **Hendrik Jacobus Marthinus Morris,** First Defendant, and **Amanda Morris,** 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 without reserve will be held at the Magistrate's Office, Baine Street, Sasolburg, on Friday, 4 March 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the Sheriff for the Supreme Court's Offices at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 1747, Sasolburg Township, District of Parys, measuring 763 m^2, held by the Defendants under Deed of Transfer T3980/1991, being 39 Albrecht Street, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, garage, store-room and shower/w.c.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 16th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z7228/FCLS/WR/Mr Brewer/djl.) (Account No. Z72282.)

Case 3082/91
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, and **Mokete Petrus Monkhe,** First Defendant, and **Mookho Elizabeth Monkhe,** 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 without reserve will be held at the Magistrate's Office, Baine Street, Sasolburg, on Friday, 4 March 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the Sheriff for the Supreme Court's Offices at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Site 3107, Tummahole Township, District of Parys, measuring 396 m^2, held by the Defendants under Certificate of Right of Leasehold TL3005/1987, being 3107 Tumahole Township, Parys.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, four bedrooms, bathroom/w.c., kitchen and double garage.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneers charges [minimum of R100 (one hundred rand)] on the procees of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 17th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z23331/FCLS/WR/Mr Brewer/djl.) (Account No. Z23331.)

Case 2617/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Divison) formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, and **Matela Petrus Cele,** First Defendant, and **Mpeile Dorothy Cele,** 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 without reserve will be held at the Magistrate's Office, Bain Street, Sasolburg, on Friday, 4 March 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the Sheriff for the Supreme Court's Office at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 3951, Zamdela Township, Sasolburg, measuring 468 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL1111/1990, being 3951 Zamdela, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, three bedrooms, bathroom/w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 17th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z71092/FCLS/WR/Mr Brewer/djl.) (Account No. Z70192.)

Saak 5856/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Anton Rood Real Estates,** Eiser, en **Johannes van Rooyen,** Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie, gedateer 28 Junie 1993, sal die Verweerder se reg op huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op 11 Maart 1994 om 10:00, by die Landdroskantoor, Bainstraat, Sasolburg, te wete:

Gedeelte 22 (twee-en-twintig) en 24 (vier-en-twintig) en ten volle beskryf as Deeltitel Plan SS37/91, in die gebou of geboue bekend as Tafelkop, en geleë te Erf 12555, dorpsgebied Sasolburg, distrik Parys, Registrasieafdeling IQ, Oranje-Vrystaat, groot Gedeelte 22-70 (sewentig) vierkante meter, Gedeelte 24-24 (vier-en-twintig) vierkante meter.

Verbeterings wat nie gewaarborg word nie en nie hiermee voorgedoen word korrek is nie.

Verkoopvoorwaardes:

1. Die reg 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 verbandhouers 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 Sasolburg.

(b) Die balans is betaalbaar in kontant binne 14 (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 komissie aan die Balju, Landdroshof, te Sasolburg, betaalbaar moet wees teen registrasie van transport van die genoemde reg in die naam van die koper.

Die volledige verkoopvoorwaardes lê ter insae by die Balju: Landdroshof te Sasolburg, 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 1ste dag van Februarie 1994.

Du Plessis & Pieterse, Prokureur vir Eiser, Calance House 1, President Krugerstraat, Vanderbijlpark; Posbus 5202, Vanderbijlpark, 1900.

Case 4849/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mabekebeke Timothy Pesa,** Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 1 October 1993, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 18 March 1994 at 11:00, at the Tulbach Street Entrance, to the Magistrate's Court, Welkom, namely:

Certain Subdivision 3 of Erf 5831, situated in the Township of Riebeeckstad, District of Welkom, measuring 671 (six hundred and seventy-one) square metres, held by the Defendants by virtue of Deed of Transfer T7241/1992, known as 24 Dresden Street, Riebeeckstad.

Improvements: Residential property with lounge, kitchen, three bedrooms, bathroom, toilet and outside toilet. None of which is guaranteed.

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per centum) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this the 11th day of February 1994.

M. C. Louw, for Daly & Neumann Inc., Attorneys for Plaintiff, Dalman House, Graaf Street, Welkom. (Ref. M. C. Louw/LV-R/UN51.)

OPENBARE VEILINGS, VERKOPE EN TENDERS
PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

PHIL MINNAAR BK

LIKWIDASIE VEILING VAN PRAG DUBBELVERDIEPINGWONING MET SWEMBAD IN DIE OOSTE VAN PRETORIA: GRENS BROOKLYN/WATERKLOOF

In opdrag van die Likwidateur in die boedel **J. de Beer Beherend (Edms.) Bpk., Meestersverwysing T143/94,** verkoop ons die ondervermelde eiendom per openbare veiling op:

Vrydag, 25 Februarie 1994 om 11:00.

Plek van veiling: Stellastraat 130, Waterkloof, Pretoria.

Beskrywing van eiendom: Resterende gedeelte van Erf 1074, Waterkloof, sowel as Gedeelte 15 van Erf 781, Brooklyn, Pretoria.

Groot: 894 m^2 + 126 m^2 = 1 020 m^2.

Verbeterings: Onderste verdieping: Sitkamer, familiekamer, eetkamer, kombuis, spens, aparte opwaskamer, twee slaapkamers met eie badkamers, bediendekamer en dubbelmotorhuis.

Boonste verdieping: Naaldwerkkamer, vier slaapkamers (drie het eie badkamers) en baie ingeboude kaste. Verder is daar 'n onthaal area, swembad en gevestigde tuin.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek alleen en balans verseker te word met waarborge binne 45 dae na bekragtiging.

Besigtiging: Skakel mev. De Beer vir afspraak (012) 46-0049.

Navrae: Skakel Martin by (012) 322-8330/1.

VAN'S AFSLAERS

VEILING STEFANOPARK-HOEWE

In opdrag van die Kurator van insolvente boedel **J. C. van Tonder, T3176/93,** verkoop Van's Afslaers ondervermelde eiendom per openbare veiling, sonder reserwe, onderhewig aan bekragtiging:

Woensdag, 23 Februarie 1994 om 11:00, te Hoewe 45, Stefanopark, Vanderbijlpark.

Groot: 2,2186 ha.

Verbeterings: Woning met ses slaapkamers, sit-, eet- en twee badkamers, kombuis, swembad, boorgat, bediendekamers en skuur.

Betaling: 10% (tien persent) deposito plus kommissie in kontant of gewaarborgde tjek. Waarborge binne 30 dae daarna.

Inligting: Skakel Van's Afslaers (012) 335-2974.

VAN'S AFSLAERS

VEILING TIEGERPOORT PERDEPLASIE INGERIG AS RYSKOOL

In opdrag van die Kurators van insolvente boedel **S. I.** en **S. A. C. E. Bubb,** en **K. Leslie, T3810/93,** en **T3811/93,** verkoop Van's Afslaers ondervermelde eiendom per openbare veiling, sonder reserwe, onderhewig aan bekragtiging:

Vrydag, 25 Februarie 1994 om 11:00, te Hoewe 138, Tiegerpoort.

Groot: 8,5653 ha.

Verbeterings: Woonhuis met vier slaapkamers, sit-, eet- en twee badkamers en kombuis. Perdestalle, kampe en ring.

Betaling: 10% (tien persent) deposito plus kommissie in kontant of gewaarborgde tjek. Waarborge binne 30 dae daarna.

Inligting: Skakel Van's Afslaers (012) 335-2974.

TRAKMAN'S AUCTION SALE

COMPANY IN LIQUIDATION

Instructed thereto by the Liquidator of **Lennik (Pty) Ltd, trading as Main Auctioneers, Master's Reference T3203/93,** we will sell the assets at Our Mart, 5 First Street, New Doornfontein, Johannesburg, on Thursday, 17 February 1994 at 10:30.

Terms: Cash.

Telephone (011) 614-7135.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139.

CASH CALL AFSLAERS (EDMS.) BPK.

(Reg. No. 63/00271/07)

INSOLVENSIE EN LIKWIDASIE VEILING VAN VOERTUIE, MEUBELS, VUURWAPENS EN BAIE MEER (SONDER VOORBEHOUD) OP DONDERDAG, 24 FEBRUARIE 1994 OM 10:00 BY ONS PERSEEL TE AUCTION CITY, KERKSTRAAT 463, ARCADIA, PRETORIA, TEL. No. (012) 341-1314.

1. Behoorlik daartoe gelas deur die ondergenoemde Opdraggewers verkoop ons per openbare veiling onder meer die volgende items:

Voertuie: 1988 Toyota 4 WA V6 dubbelkajuit bakkie, Ford 351 V8 bakkie, Alfa Romeo Export 1.5 motor, woonwa (groot).

Vuurwapens: 303 geweer, 222 Sako geweer met teleskoop en R.S.A. Scorpion Wind Skyfskiet pistool.

Ander: Sanyo fotostaatmasjien, mikrogolfoond, resiesfiets, grasmasjien, yskaste, vrieskas, televisies, beddens, stoele, Chubb dokumentekluis, mini staaldraaibank, Wang draagbare rekenaar, kamerverdeler, tafels, motorspaarparte, twee rigting radio en toebehore.

2. *Die Kurators:* Insolvente boedels **T. J. Lochner, T4166/93, G. A. Walkinshaw, T3380/93, H. S. Truter, T3554/93, M. G. Coleman, T1650/93, W. Jordaan, T4363/93, T. W. Maquire, T3113/93,** en **N. J. Swart, T4354/93.**

Die Likwidateurs: Popular Property Promotors BK, in likwidasie, T3233/93, Diesel & Electrical Engineering BK, in likwidasie, T2071/93.

3. *Terme:* Streng kontant of bankgewaarborgde tjeks alleenlik. BTW ingesluit op insolvensies en uitgesluit op likwidasies.

4. *Besigtiging:* By ons perseel gedurende kantoorure.

5. Reg van ontrekking word voorbehou.

LEO AFSLAERS (EDMS.) BPK.

(Ref. No. 87/03427/07)

INSOLVENSIEVEILING VAN DRIE SLAAPKAMERWONING, LAMMERVANGERSTRAAT 145, JAN NIEMANDPARK, PRETORIA, OP 2 MAART 1994 OM 10:30, OP DIE PERSEEL

Restant Erf 41, Jan Niemandpark, Registrasieafdeling JR, Transvaal.

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **W. W. Anderson, Meestersverwysing T4230/93,** verkoop ons per openbare veiling genoemde eiendom op die perseel, bestaande uit:

'n Drie slaapkamerwoonhuis met badkamer, kombuis, sit-/eetkamer, motorhuis met toilet en motorafdak, ingeboude kaste en volvloermatte. Erf = 774 m^2. Verbeterings = 143 m^2.

Verkoopvoorwaardes: 10% (tien persent) deposito plus 6% (ses persent) afslaerskommissie in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborg vir die balans binne 14 dae na bekragtiging deur die Kurator.

BTW betaalbaar: Op afslaerskommissie.

Afslaersnota: Goeie belegging.

Besigtiging: By die eiendom (vra vir wag) of reël met die afslaer.

Vir meer besonderhede skakel die kantoor gedurende kantoorure by (012) 341-1314.

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIEVEILING VAN TWEE SLAAPKAMER KLINKERSTEEN DUET, CHRISTALLERSTRAAT 689, MORELETTA-PARK-UITBREIDING 27, PRETORIA, OP 4 MAART 1994 OM 10:30, OP DIE PERSEEL

Skema SS174/92, Chrishof, Eenheid 1.

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **H. C. Schnetler, Meestersverwysing T5113/93,** verkoop ons per openbare veiling genoemde eiendom op die perseel, bestaande uit:

'n Duet woonhuis met twee slaapkamers, twee badkamers, oopplankombuis met stoof, sit-/eetkamer aaneen, ingeboude kaste, volvloermaate, dubbel motorhuis, teëldak en ommuur. Verbeterings: 120 m2.

Verkoopvoorwaardes: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborge vir die balans binne 30 dae na bekragtiging deur die Kurator.

BTW betaalbaar: Geen.

Afslaersnota: Uitstekende belegging.

Besigtiging: By die eiendom (vra vir wag) of reël met die afslaer.

Vir meer besonderhede skakel die kantoor gedurende kantoorure by (012) 341-1314.

BOLAND BANK VEILINGS

INSOLVENSIE VEILING VAN GROOT WOONHUIS EN WOONSTEL OP PLOT

In Blancheville, Witbank, geleë te Andelastraat, Witbank (net agter NG Kerk, Witbank-Panaroma), op Maandag, 28 Februarie 1994 om 11:00, op die perseel.

Behoorlik daartoe gemagtig deur die Kurator van insolvente boedel **J. H.** en **M. J. Harmse, Meesterverwysingsnommer T4347/93,** word ondergemelde per openbare veiling aangebied:

Vaste eiendom: Resterende gedeelte van Gedeelte 36 ('n gedeelte van Gedeelte 6) van die plaas Zeekoeiwater 311, Registrasieafdeling JS, Transvaal.

Groot: 4 140 m².

Verbeterings:

Woonhuis: Klinkersteen met teëldak, ongeveer 360 m², vier slaapkamers, eet- sit- en TV-kamers, twee vol badkamers, opwas, mooi kombuis, twee motorhuise en bediendekamer.

Woonstel: Groot ongeveer 96 m², twee slaapkamers, badkamer, kombuis, eet- en sitkamer.

Ander: Swembad. Eiendom met betonomheining omhein.

Finansiering beskikbaar indien vooraf gereël met Boland Bank Beperk.

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.

Afslaersnota: Hierdie ruim eiendom op so 'n groot perseel kom selde in die mark.

Navrae en besigtiging: Hermie Crous [Tel. (0132) 2-7162.] en Johan Coetzee [Tel. (0135) 2351.]

Afslaer: Koos van Rensburg [Tel. (012) 804-2112.]

Boland Bank Veilings, Posbus 1805, Middelburg.

JAAP VAN DEVENTER AFSLAERS

PUBLIEKE VEILING

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van **M. C. Lamb,** sal die ondervermelde eiendom aangebied word op 2 Maart 1994 om 11:00, te die eiendom:

Erf 2455, Uitbreiding 8, Middelburg, groot 2 085 vierkante meter, beter bekend as Eeufeesstraat 44, Clubville, Middelburg.

Verbeterings: Hierdie is 'n mooi eiendom, bestaande uit vier slaapkamers, sitkamer, eetkamer, studeerkamer, TV-kamer, kombuis, dubbel motorhuis, bediende kwartiere en swembad.

Afslaersnota: Baie mooi huis, geleë in die gesogde Clubville area in Middelburg.

Voorwaardes van koop: 15% (vyftien persent), deposito op datum van veiling en die balans per bank- of bougenootskapwaarborg binne 30 (dertig) dae na datum van veiling. Rente op die uitstaande balans sal gehef word teen heersende bougenootskapkoerse.

Vir meer besonderhede kontak: Hercules Campher (0132) 2-5203 (kantoorure), of 2-1170 (na-ure).

JAAP VAN DEVENTER AFSLAERS

PUBLIEKE VEILING

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van **Coenie Strydom,** sal die ondervermelde woonstel aangebied word op 25 Februarie 1994 om 13:00, te die woonstel.

Lynhofwoonstelle 7, Coetzeestraat 54, Middelburg.

Verbeterings: Die woonstel eenheid bestaan uit kombuis, sit, eetkamer, twee slaapkamers, badkamer, klein stoep en aparte enkel toesluit motorhuis.

Afslaersnota: Die kompleks self vertoon netjies, die tuine is mooi en die sement opritte vertoon netjies. Woonstelle is geleë in die sentrale dorp en loopafstand van winkelsentrums.

Voorwaardes van koop: 10% (tien persent), deposito plus afslaerskommissie op datum van veiling en die balans per bank- of bougenootskapwaarborg binne 30 (dertig) dae na datum van veiling. Rente op die uitstaande balans sal gehef word teen heersende bougenootskapkoerse.

Vir meer besonderhede kontak: Hercules Campher (0132) 2-5203 (kantoorure), of 2-1170 (na-ure).

JAAP VAN DEVENTER AFSLAERS

PUBLIEKE VEILING

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van **Coenie Strydom,** sal die ondervermelde eiendom aangebied word op 25 Februarie 1994 om 12:00, te die eiendom:

Gedeelte 47 ('n gedeelte van Gedeelte 23), van die plaas Rondebosch JS, groot 21 hektaar.

Verbeterings: 'n Baie mooi ses slaapkamerwoonhuis met twee badkamers, TV-kamer, kroegarea, groot eetkamer met aangrensende baie ruim werksarea, kombuis, spens, sitkamer, ingangsportaal en dubbel motorhuis. Mooi swembad—onthaalarea geplavei in baie mooi tuin.

Afslaersnota: Baie mooi eiendom, geleë op die ou Middelburg- Belfastpad, ongeveer 10 kilometer uit Middelburg. Volg rigtingwysers op dag van veiling.

Voorwaardes van koop: 10% (tien persent), deposito plus afslaerskommissie betaalbaar op datum van veiling en die balans per bank- of bougenootskapwaarborg binne 30 (dertig) dae na datum van veiling. Rente op die uitstaande balans sal gehef word teen heersende bougenootskapkoerse.

Vir meer besonderhede kontak: Hercules Campher (0132) 2-5203 (kantoorure), of 2-1170 (na-ure).

JAAP VAN DEVENTER AFSLAERS

PUBLIEKE VEILING

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van insolvente boedel **Boschkor Elektries BK,** sal die ondervermelde eiendom aangebied word op 2 Maart 1994 om 12:00, te die eiendom.

Resterende gedeelte van Erf 349, Middelburg, groot 2 974 vierkante meter, beter bekend as Noordkantstraat 4, Middelburg.

Verbeterings: Woonhuis met drie slaapkamers, enkel geriewe, sit, eetkamer, kombuis, motorhuis en bediendekwartiere.

Afslaersnota: Die huis vertoon netjies en is 'n ideale koop vir eerste kopers.

Voorwaardes van koop: 15% (vyftien persent), deposito op datum van veiling en die balans per bank- of bougenootskapwaarborg binne 30 (dertig) dae na datum van veiling. Rente op die uitstaande balans sal gehef word teen heersende bougenootskapkoerse.

Vir meer besonderhede kontak: Hercules Campher (0132) 2-5203 (kantoorure), of 2-1170 (na-ure).

PHIL MINNAAR BK

VEILING VAN TWEE AANGRENSENDE ERWE, GESONEER VIR SPESIALE WOONEENHEDE IN UITERS GEWILDE AREA OOS VAN PRETORIA—LA MONTAGNE

In opdrag van die Ontvanger in die saak **Bester Wonings,** (onder ontvangerskap), verkoop ons die onderstaande eiendomme per openbare veiling op Dinsdag, 22 Februarie 1994 om 11:00.

Plek van veiling: Catharinarylaan 224, La Montagne, Pretoria.

Beskrywing van eiendomme:

Eiendom 1: Gedeelte 11 van Erf 2, ook bekend as Catharinarylaan 224, La Montagne, Registrasieafdeling JR, Transvaal, groot 2,3659 hektaar.

Eiendom 2: Resterende gedeelte van Erf 2, ook bekend as Annaleestraat 98, La Montagne, Registrasieafdeling JR, Transvaal, groot 1,7894 hektaar.

Verbeterings: Hierdie twee geproklameerde erwe is onverbeterd.

Sonering: Spsiale wooneenhede.

Hoogte: Twee verdiepings.

Dekking: 30% (dertig persent).

V.R.V.: 0,4.

Ander: 20 wooneenhede per hektaar.

Terme: 20% (twintig persent), deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 45 dae na bekragtiging.

Afslaersnota: Hierdie is die ideale geleentheid vir die belegger of ontwikkelaar.

Navrae: Skakel Martin by (012) 322-8330/1.

MEYER AFSLAERS BK

(CK91/13027/23)

INSOLVENTE BOEDELVEILING VAN BESIGHEIDSPERSEEL BESTAANDE UIT BAKKERY EN KAFEE BEKEND AS CAROLINA BAKKERY EN KAFEE TE CAROLINA

Behoorlik daartoe gelas deur die Kurator, in die insolvente boedel **G. E. Scheepers, Meestersverwysing T4479/93,** verkoop ons per publieke veiling onderhewig aan bekragtiging die volgende eiendom:

Gedeelte 4 van Erf 28, geleë te Voortrekkerstraat 25, Carolina.

Grootte: 2 427 vierkante meter.

Verbeterings: Bakkery en kafee met stoorkamers en kleedkamers.

Plek: Op die perseel: Voortrekkerstraat 25, Carolina.

Datum en tyd: Vrydag, 4 Maart 1994 om 11:00.

Afslaersnota: Hoekerf in middedorp geleë.

Verkoopvoorwaardes 15% (vyftien persent), deposito in kontant of bankgewaarborgde tjek met toeslaan van bod. Waarborg vir die balans binne 30 dae vanaf datum van bekragtiging.

Besigtiging: Daagliks of reël met afslaers.

Verdere navrae: Skakel: Anna van der Watt, van Meyer Afslaers/Eiendomsagente Tel. (012) 323-7821 of (012) 45-4835 (na-ure). [Faks (012) 324-5119.]

MEYER AFSLAERS BK

(CK91/13027/23)

INSOLVENTE BOEDELVEILING VAN PRAGTIGE DUBBELVERDIEPING VYF SLAAPKAMER FAMILIE WONING IN DIE GESOGDE WOONBUURT SAFARI TUINE- UITBREIDING 9, RUSTENBURG, PLUS SWEMBAD

Behoorlik daartoe gelas deur die voorlopige Kurator, in die insolvente boedel **J. G. Herbst, Meestersverwysing T3739/93,** verkoop ons per publieke veiling onderhewig aan bekragtiging die volgende eiendom:

Erf 1399, geleë te Bergrivierlaan 27, Safari Tuine-uitbreiding 9, Rustenburg.

Grootte: 1 067 vierkante meter.

Verbeterings: Vyf slaapkamers, twee badkamers, twee gaste toilette en wasbakke, sitkamer, eetkamer, TV-kamer, vyf stoorkamers, dubbel motorhuis, lapa, braai area, swembad ens.

Plek: Op die perseel: Bergrivierlaan 27, Safari Tuine-uitbreiding 9, Rustenburg.

Datum en tyd: Woensdag, 2 Maart 1994 om 11:30.

Afslaersnota: Aandag alle professionele persone, gulde geleentheid om hierdie pragtige woning te bekom.

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, van Meyer Afslaers/Eiendomsagente Tel. (012) 323-7821 of (012) 45-4835 (na-ure). [Faks (012) 324-5119.]

VAN'S AFSLAERS

VEILING KLEIN PLASIE MET ONTSPANNINGS-, VAKANSIE- EN KONFERENSIEFASILITEITE

In opdrag van die Kurator van insolvente boedel **J. Rautenbach, T4725/93,** verkoop Van's Afslaers ondervermelde eiendom per openbare veiling, sonder reserwe, onderhewig aan bekragtiging:

Dinsdag, 22 Februarie 1994 om 11:00, te Gedeelte 24, van die Plaasrondavel 109, distrik Wonderboom.

Groot: 22,2698 hektaar.

Verbeterings: Grasdakwoning, rondawels, lapa's, braai- en onthaalareas, ablusies, watertenks, omheining en Evkomkrag.

Betaling: 10% (tien persent), deposito plus kommissie in kontant of gewaarborgde tjek. Waarborge binne 30 dae daarna.

Inligting: Skakel Van's Afslaers (012) 335-2974.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, MIDDELBURG op 11 Maart 1994 om 10:00 voor die Landdroskantoor te MIDDELBURG die ondergemelde eiendom by publieke veiling verkoop:—

RESTERENDE GEDEELTE VAN GEDEELTE 1 van die plaas PLATFONTEIN 406,

Registrasie Afdeling J.S., Transvaal;

GROOT: 171,3064 hektaar

Blykens Akte van Transport T52501/1981

Die eiendom is in 'n beheerde gebied naamlik CL-RPBA geleë. Die aandag van voornemende kopers word daarop gevestig dat hulle hulself moet vergewis of enige belastings ten opsigte van die eiendom betaalbaar is.

in die naam van GEORGE FREDERIK BOSHOFF

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendom:

13 km oos van Middelburg

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, motorhuis, 2 store, oop stoor en 2 kamers. Veekerend omhein en verdeel in kampe. Boorgat en spruit.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendom soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms 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, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste 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: ADAC 02224 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 10 Februarie 1994.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Brits op 18 Maart 1994 om 10:00 voor die Landdroskantoor te Brits die ondergemelde eiendom by publieke veiling verkoop:—

GEDEELTE 29 ('n gedeelte van Gedeelte 9) van die plaas BUFFELSFONTEIN 465,

Registrasie Afdeling J Q Transvaal;

GROOT: 40,9785 hektaar

Blykens Akte van Transport T16513/1980

in die naam van JOHANNES MICHIEL ELS

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendom:—

22 km suidwes van Brits

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Pomphuis, 2 boorgate.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom 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 huurkoopooreenkoms 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, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste 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: AIAA 02302 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 9 Februarie 1994.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, LYDENBURG op 9 Maart 1994 om 11:00 voor die Landdroskantoor te LYDENBURG die ondergemelde eiendom by publieke veiling verkoop:—

GEDEELTE 41 van die plaas BUFFELSVLEY 388,

Registrasie Afdeling K.T., Transvaal;

GROOT: 363,1303 Hektaar;

Blykens Sertifikaat van Verenigde Titel T95164/1993

in die naam van PETRUS JOHANNES SPIES

Ligging van hierdie eiendom:—

25 km noordwes van Lydenburg

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, rondawel, implemente afdak, 3 tabakskure, 2 pakkamers, sorteerskuur en 2 arbeidereenhede. Veekerend omhein en verdeel in kampe. 3 Gronddamme, opgaartenk, en fonteine. Kanaal uit Watervalsrivier. Ressorteer onder die Watervalsrivier Besproeiingsraadskema en 25,68 hektaar is daaronder ingelys. Dit word beweer dat waterbelasting ten bedrae van R6 330,34 plus rente verskuldig is.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom 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 huurkoopooreenkoms 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, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste 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: AEAB 01592 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 10 Februarie 1994.

PROPERTY MART SALES

LIQUIDATION SALE BOUGAINVILLE SHOPPING CENTRE DASPOORT—PRETORIA

Duly instructed by the Provisional Liquidator of **Protokol Konstruksie (Edms.) Beperk,** in provisional liquidation, **Master's Reference T5093/93,** we shall sell:

Being Erf 468, Daspoort 319-JR, in extent 4,3818 hectares upon which is erected the shopping centre and parking and an area of 3771 square metres on Erf 467, Daspoort 319-JR, upon which is erected a Trek Garage, both situated at Redlinghuys Street, corner of Jennings and Hendriks Streets, Daspoort, Pretoria District.

These are on individual Title Deeds but will not be offered separately.

The shopping centre is exceptionally well constructed of facebrick under cement tiles and is easily maintained.

F.A.R.	=17 845 m^2
Total building	=14 808 m^2
Area still available	= 3 037 m^2

946 Parking Bays are available which is above requirements.

The anchor tenant is the OK Bazaars currently paying	R115 000,00 monthly
All other tenants: Total	±R 23 000,00 monthly
Trek Garage	±R 2 000,00 monthly
	R140 000,00 monthly

Current annual gross income = R1 680 000,00.

Note: (1) OK Bazaar's lease escalates at 6% (six per cent) and expires in the year 2008!

(2) Trek Garage lease expires 31 March 1997! but extension options exist.

Further note: There is a vacancy factor of 5 732 m² of which letters of intent and negotiations are proceeding to indicate a further annual income of R1 481 000,00

Achievable gross annual income = R3 161 000,00

Current running costs= R370 000,00 p.a.!

This has to be a wonderful opportunity for property owning companies or syndicates to acquire a magnificent income producing property at a realistic current capitalised income factor discounting the potential!

Fort Interest: Municipal Valuation: Land	R 2 100 000,00
Improvements	R 12 700 000,00
	R14 800 000,00

Please contact the auctioneers for full details.

Sales takes place in No. 2 Conference Room, Holiday Inn, Garden Court, Pretoria, corner of Van der Walt and Minaar Streets, on 23 February 1994 at 11:00.

Important: Please contact the auctioneers should bond facilities be required.

Terms: 10% (ten per cent) deposit at the drop of the hammer in cash or bank-guaranteed cheque. Balance within 30 days from date of sale by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963), 244 Louis Botha Avenue, First Floor, Pogir Ginsberg House, Orange Grove, 2192; P.O. Box 46058, Orange grove, 2119. [Tel. (011) 728-1283.] [Fax (011) 728-5215.] Afer hours: (011) 462-3731, A. W. Hartard.

AUCOR (PTY) LTD

PUBLIC AUCTION

3.70 HA IMPROVED KIMBULT SMALLHOLDING (HONEYDEW VICINITY), WITH HOUSE, COTTAGE, FACTORY, SHOP AND STORES.

In the insolvent estate of **J. C. Wuras, Master's Reference T2973/93,** to be sold on the spot Holding 21, corner of Zeiss and Bothma Roads, Kimbult, Roodepoort, on Monday, 21 February 1994 at 10:30.

Instructed thereto by the Trustee concerned we will sell by public auction the property as mentioned above.

For further details please contact the auctioneers.

View: Day prior to the auction or by appointment with the auctioneers.

Terms: 20% (twenty per cent) deposit on the fall of the hammer. The balance to be paid within 30 days of confirmation with guarantees acceptable by attorneys. Bidders being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive of VAT.

Note: No cash will be accepted at the auction site but can be deposited at the nearest First National Bank.

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.]

AUCOR (PTY) LTD

PUBLIC AUCTION

Professional Handling Systems CC, trading as **Prohand,** in liquidation, **Master's Reference T4665/93,** and **Mase Hydraulic Design (Pty) Ltd,** in liquidation, **Master's Reference T1611/93.**

Engineering equipment: Lathes, milling machines, compressors, Kito Overhead Gantry, industrial welders, radial arm drills, LDV's, cars and trucks.

At: Sandton Auction Park, 14 Apple Road, Wendywood, Sandton, on Friday, 25 February 1994 at 10:30.

For further details please contract the auctioneers.

View: Day prior to the auction.

Terms: R2 000 deposit (bank or bank-guaranteed cheque) on registration. the balance to be paid (bank or bank-guaranteed cheque) on the day of the sale. All bids are exclusive of VAT. All cheques must be cleared before goods will be released. Bidders being financed must produce an irrevocable letter of credit prior to bidding.

Note: No cash will be accepted at the auction site but may be deposited at the nearest First National Bank.

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.

FLUS AFSLAERS

INSOLVENTE BOEDELVEILING V. G. R. BRANDFORD, MEESTERSVERWYSING T4614/93

Behoorlik gemagtig deur Kurator in bogenoemde boedel verkoop ons per openbare veiling, op 23 Februarie 1994 om 11:00, Gedeelte 18, gedeelte van Gedeelte 43, van die plaas Houtpoort, Heidelberg, Registrasieafdeling IR, Transvaal.

Voorwaardes: Twintig persent (20%) van verkoopprys kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping.

Navrae: Flus Afslaers (011) 475-5133.

VERED AUCTIONEERS

PUBLIC AUCTION

Insolvent estate **A. W. Craemer, Master's Reference T4807/93,** instructed by the Trustee in the above matter we will sell by public auction:

Erf 477, Terenure Extension 15, Kempton Park, being 74 Bosduif Drive.

Improvements comprise: Two bedroomed home with a swimming-pool.

Conditions: The property will be sold to the highest bidder, subject to confirmation by the Trustee.

Terms: 15% (fifteen per cent) deposit immediately, the balance by approved guarantees within 30 days.

Date of sale: Monday, 21 February 1994 at 12:00, at the property.

For further information and to view, please contact the auctioneer: Vered Auctioneers, P.O. Box 84272, Greenside, 2034. [Tel. (011) 646-5432.]

VERED AUCTIONEERS

PUBLIC AUCTION

Insolvent estate **A. M. A. Smit, Master's Reference T3250/93.**

Instructed by the Trustee in the above matter we will sell by public auction Portion 33, of the farm Nootgedaacht, Registration Division IR, Transvaal.

Improvements comprise: Double storey dwelling (three bedrooms), on 43 hectares on the banks of the Klip river.

Conditions: The property will be sold to the highest bidder, subject to confirmation by the Trustee.

Terms: 15% (fifteen per cent) deposit immediately, the balance by approved guarantees within 30 days.

Date of sale: Tuesday, 22 February 1994 at 12:00, at the property.

For further information and to view, please contact the auctioneer: Vered Auctioneers, P.O. Box 84272, Greenside, 2034. [Tel. (011) 646-5432.]

VERED AUCTIONEERS

PUBLIC AUCTION

Insolvent estate **C. A. Jonker, Master's Reference T3855/93.**

Instructed by the Trustee in the above matter we will sell by public auction:

Erf 358, Rosettenville, Johannesburg, being 21 Garden Street.

Improvements: Comprise of a single-storey dwelling, split into two separate units. Each unit has two bedrooms.

Conditions: The property will be sold to the highest bidder, subject to confirmation by the Trustee.

Terms: 15% (fifteen per cent) deposit immediately, the balance by approved guarantees within 30 days.

Date of sale: Tuesday, 1 March 1994 at 12:00, at the property.

For further information and to view, please contact the auctioneer: Vered Auctioneers, P.O. Box 84272, Greenside, 2034. [Tel. (011) 646-5432.]

INTERNATIONAL AUCTIONEERS

Altreve Clothing CC, trading as **Hawkerama,** in liquidation, **Master's Reference T122/94.**

Jeans, shirts, skirts, dresses, shoes, cash registers, shelving and fittings, etc.

At corner of Park and Rand Streets, Germiston, on 23 February 1994 at 10:00.

International Auctioneers [Tel. (011) 618-3460.]

INTERNATIONAL AUCTIONEERS

Insolvent estate **F. Reynolds, Master's Reference T4329/93.**

Luxury four bedroomed simplex townhouse with TV-room and servants' quarters and double garage.

At Unit 15, Glen Devon 2, Willson Street, Fairland, Johannesburg, on Thursday, 24 February 1994 at 10:00.

International Auctioneers [Tel. (011) 618-3460.

ROSSPRIN AFSLAERS

PUBLIEKE VEILING—GEE RESERWE: PROPER BUILD CC (IN LIKWIDASIE), MEESTERSVERWYSING T386/93

In opdrag van die Kurator van die insolvente boedel van **Proper Build CC,** word die hierna genoemde eiendom per publieke veiling aangebied vir verkoping:

Plek van veiling: Petterstraat 35, CE6, Vanderbijlpark.

Datum van veiling: Woensdag, 23 Februarie 1994.

Tyd: 10:00.

Eiendomsbeskrywing: Erf 144, Vanderbijlpark Central East 6-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Groot: 3 665 vierkante meter.

Besigtiging: Dinsdag middag, 22 Februarie 1994 vanaf 12:00.

Splinternuwe siersteen kantoorkompleks, in nuwe industriële gebied wat bestaan uit sewe kantore (geteëlde vloere), konferensiekamer met matte, klein stoor in kantoorkompleks, ingeboude kluis, badkamers vir mans en dames en kombuis met houtkaste.

Buitegeboue bestaande uit vier sandputte vir bouersgrond, sewe voertuigafdakke, twee groot store, kleiner stoor, olie-stoor, storte, toilette en kombuis vir werkers. Totale oppervlakte met plaveisel bedek. Ten volle omhein met betonmure en staalhek, roldraad op betonmure.

Ook te koop op die veiling: Groot trok en verskeie boubenodigdhede, toerusting en materiaal. Volledige lys beskikbaar by afslaers.

Terme: 15% (vyftien persent) deposito by ondertekening van voorwaardes van verkoping, balans gewaarborg te word binne 30 (dertig) dae na veiling.

Vir verdere inligting kontak Monica Erasmus gedurende kantoorure (016) 21-4667 en na-ure (016) 31-2357.

Volledige voorwaardes beskikbaar by Rossprin Afslaers, Tweede Verdieping, NBS-gebou, Merrimanlaan, Vereeniging.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: P. C. J. DE VILLIERS, MASTER'S REFERENCE T3194/93

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 46 Van Alkmar Street, Witpoortjie, District of Roodepoort, Transvaal, on Wednesday, 23 February 1994 at 10:30, a three bedroomed residence.

For further particulars and viewing contact the auctioneer: Park Village Auctions [Tel. (011) 789-4375.] [Fax (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: J. J. DERKSEN, MASTER'S REFERENCE T2658/93

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Firolae Farm 485 (Portion 47), Leeuwfontein, District of Bronkhorstspruit, Transvaal, on Friday, 25 February 1994 at 10:30, a six bedroomed residence.

For further particulars and viewing contact the auctioneer: Park Village Auctions [Tel. (011) 789-4375.] [Fax (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: M. H. NOORMAHOMED, MASTER'S REFERENCE T4664/93

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 590 Kathmandu Street, Laudium Extension 3, District of Pretoria, Transvaal, on Wednesday, 23 February 1994 at 10:30, a three bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions [Tel. (011) 789-4375.] [Fax (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: J. M. BUCHAN, MASTER'S REFERENCE T2793/93

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 7 Mokolo Close, corner of Marikana Crescent, Morningside Extension 106, District of Sandton, Transvaal, on Tuesday, 22 February 1994 at 10:30, a three bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions [Tel. (011) 789-4375.] [Fax (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: W. P. OTTO, MASTER'S REFERENCE T3623/93

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 26 Walnut Street, Three Rivers, District of Vereeniging, Transvaal, on Tuesday, 22 February 1994 at 10:30, a three bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions [Tel. (011) 789-4375.] [Fax (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: H. LABUSCHAGNE, MASTER'S REFERENCE T2937/93

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 20A Third Avenue, Geduld, District of Springs, Transvaal, on Monday, 21 February 1994 at 11:00, a two bedroomed residence.

For further particulars and viewing contact the auctioneer: Park Village Auctions [Tel. (011) 789-4375.] [Fax (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: H. LABUSCHAGNE, MASTER'S REFERENCE T2937/93

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 20 Third Avenue, Geduld, District of Springs, Transvaal, on Monday, 21 February 1994 at 10:30, a double storey building.

For further particulars and viewing contact the auctioneer: Park Village Auctions [Tel. (011) 789-4375.] [Fax (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: C. A. PRICE, MASTER'S REFERENCE T2195/93

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site located between High Road, Danie Theron Road and Edendale Road, Eastleigh, District of Edenvale, Transvaal, on Monday, 21 February 1994 at 10:30, three large and level vacant stands.

For further particulars and viewing contact the auctioneer: Park Village Auctions [Tel. (011) 789-4375.] [Fax (011) 789-4369.]

AUCTRADE AFSLAERS

INSOLVENTE BOEDELVEILING VAN 'N WONING GELEË TE BRAKPAN-NOORD

In opdrag van die Kurator, in die insolvente boedel **P. L. Botha, Meestersverwysing T4626/92,** verkoop ons die ondergemelde eiendom per publieke veiling ter plaatse op Dinsdag, 22 Februarie 1994 om 11:00, te Grantstraat 2, Brakpan-Noord.

Eiendom: Erf 861, Brakpan-Noord, ook bekend as Grantstraat 2, Brakpan-Noord.

Grootte: 1 063 m^2.

Verbeterings: Woning bestaande uit 'n sitkamer/eetkamer, drie slaapkamers, twee badkamers, kombuis en 'n enkelmotorhuis. Die erf is ten volle ommuur.

Verkoopvoorwaardes: 15% (vyftien persent) deposito van die koopprys 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 koopprys moet voorsien word binne 30 dae na bekragtiging van die verkoping.

Besigtiging/besonderhede: Daagliks tussen 08:00 en 18:00 of skakel die afslaer by (012) 343-0741 of Radiospoor (012) 323-1020 Kode AT11.

Naam van adverteerder: Auctrade, Posbus 30124, Sunnyside.

BERNARDI AUCTIONEERS/APPRAISERS

AUCTION

Instructions by the Trustee in the matter **Savvy's Tobacco World (Pty) Ltd, T2233/93 and Savvy's Distributors & Importers CC, T1095/93,** in liquidation we will sell by public auction:

Assorted hunting/pocket/butcher and kitchen knives and crossbow and arrows.

To be sold on: Saturday, 19 February at 13:00, at 155 Glyn Street, Colbyn, Pretoria.

Terms: Strictly cash/bank certified cheque. R100 deposit (refundable).

Bernardi Auctioneers/Appraisers, 155 Glyn Street, Colbyn, Pretoria. [Tel. (012) 43-6914/5.]

MANNIE AUCTIONEERING COMPANY

EASTERN VALVE AND ENG. (PTY) LTD, IN LIQUIDATION, T4183/93, ETHOS (PTY) LIMITED, IN LIQUIDATION, T4311/93, FACTORY BARGAINS CC, IN LIQUIDATION T4037/93, PREFERRED LIQUOR STORE CC, IN LIQUIDATION T4191/93, INSOLVENT ESTATE G. F. SNYMAN T4427/93, TRI-HAWK HOLDINGS (PTY) LTD, IN LIQUIDATION T5140/92, INSOLVENT ESTATE J. A. AND U. M. VAN DER MERWE T2622/93

Duly instructed by the Liquidators, Provisional Liquidators, Trustees and Provisional Trustees in the above matters and other Vendors we will sell by public auction on the spot Fourth Floor, Sols Building, 196 Fox Street, Johannesburg, on Tuesday, 22 February 1994 at 10:00, the following:

Large variety of assets to finalise estates, comprising household furniture, office furniture and equipment, plumbing stocks, pottery, fixtures and fittings etc.

441 cases Five Lords Whisky.

Terms: Only cash or bank-certified cheques.

On view day prior to sale.

Subject to change 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. [Tel. (011) 29-9617.] [Fax (011) 333-3460.]

KAAP • CAPE

R R KURLAND

OPENBARE VEILING VAN VASTE EIENDOMME EN LOODGIETERTOERUSTING

In opdrag van Kurator van insolvente boedel **Hendrik Cornelius Grove, K89/93,** bied ek op Vrydag, 25 Februarie 1994 om 09:00, te sakeperseel van insolvent te Industriaweg, Upington, die volgende goedere te koop aan:

A. *Vaste eiendomme:*

1. Erf 3024, Upington, groot 4 251 vierkante meter.

Op eiendom is 'n stoor van 314 vierkante meter, 'n kantoor van 61 vierkante meter en 'n motorskuiling van 42 vierkante meter.

2. Erf 621, Upington, geleë te Schröderstraat 136, Upington, groot 1 974 vierkante meter.

Op die erf is 'n woonhuis bestaande uit sit-, eetkamer, twee slaapkamers, kombuis, twee badkamers, dubbelgarage en bediendekwartiere. Daar is ingeboude kaste in die kamers, matte en novilon op die vloere.

B *Roerende goedere:* 1983 BMW 728i 150 000 km liggroen, staal liasseerkabinet, staaltafel, houttafel, burstamp, pypklamp, 4 bouers bokkies, twee pypklampe, opslaan hut, kreef bakkie, "tumbler" vir halfedelgesteentes, pikke, grawe en vurke, aluminium leer, materiaal bestaande uit gegalvaniseerde pype en toebehore, PVC pype—hoë druk, hoë druk HDPE pype, geute, Flatex staalmatte, rolle "brick force", twee vlekvrye staalwasbakke, staaldeur, twee kombuisopwasbakke, lae druk sonverwarmer en houtkas.

Betalingsvoorwaardes: 10% (tien persent) van koopsom van die vaste eiendomme is betaalbaar by bekragtiging van verkoping van die eiendomme en die balans teen registrasie van transport. Die roerende goedere se koopsom is betaalbaar op datum van verkoping.

Die verkoping vir alle bates geskied voetstoots.

Besigtiging van eiendomme en roerende goedere kan met afslaer gereël word.

Kurator: P. J. de B. de Villiers.

Afslaer: R. R. Kurland, Posbus 27, Upington, 8800. [Tel. (054) 2-2127/8/9.]

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, VANRHYNSDORP op 11 Maart 1994 om 10:00 voor die Landdroskantoor te VANRHYNSDORP die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die Restant van Gedeelte 3 van die plaas KLEIN KOGEL FONTEIN NR. 148 In die Afdeling van Vanrhynsdorp

GROOT: 604,8801 hektaar

(2) Gedeelte 7 (Karoo Vlei) (gedeelte van Gedeelte 1) van die plaas Klein Kogel Fontein Nr. 148 in die Afdeling van Vanrhynsdorp

GROOT: 1253,6045 hektaar

Eiendomme (1) en (2) Blykens Akte van Transport T34100/1979

(3) Gedeelte 9 ('n gedeelte van Gedeelte 2) van die plaas Klein Kogel Fontein Nr. 148 in die Afdeling van Vanrhynsdorp

GROOT: 44,9191 hektaar

Eiendom (3) Blykens Akte van Transport T33450/1981

(4) Gedeelte 5 (Landen) van die plaas KLEIN KOGEL FONTEIN Nr. 148 in die Afdeling van Vanrhynsdorp

GROOT: 144,0744 hektaar

(5) Restant van Gedeelte 1 van die plaas KLEIN KOGEL FONTEIN Nr. 148 in die Afdeling van Vanrhynsdorp

GROOT: 3561,6714 hektaar

Eiendomme (4) en (5) Blykens Akte van Transport T34101/1979

in die naam van HERMANUS ALBERTUS ROSSOUW

Ligging van hierdie eiendomme:—

60 km wessuidwes van Bitterfontein

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1)

1 Gronddam, reservoirs en suipkrippe.

Eiendom (2)

Woonhuis en 2 pakkamers. 3 Gronddamme, reservoirs en suipkrippe.

Eiendom (3)

3 Boorgate en 2 reservoirs.

Eiendom (4)

1 Gronddam, reservoirs en suipkrippe.

Eiendom (5)

2 Woonhuise, staalskuur, 2 arbeidershuise, 2 voerkamers, enjinkamer, rondawel, skaapstalle en 6 pakkamers. 1 Gronddam en 9 gatdamme.

Eiendomme (1) tot (5)

Veekerend en ongediertewerend 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 huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste 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: DBAD 00922 01G 03G 04G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 9 Februarie 1994.

NATAL

VEEBOERE EIENDOMME (EDMS.) BEPERK

(Reg. No. 54/00648/07)

PUBLIEKE VEILING VAN GESOGTE HLUHLUWE PLAAS, VOERTUIE, IMPLEMENTE EN BESPROEIINGSTOERUSTING

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **D. Beer, Meestersverwysing N549/93,** sal ons die plaas "Dundonald" en los bates per publieke veiling ter gelde maak op Maandag, 21 Februarie 1994 om 11:00.

Op die plaas "Dundonald", groot 91,6758 ha. asook vragmotors, Fiat trekker, onkruidspuit, ploeë, sleepwaens, snymasjien, tenkwa, besproeiingspomp en -pype, kunsmisstrooier, sweistoestelle en pynappelpakmasjien.

Voorwaardes: Beskikbaar vanaf afslaers 10% (tien persent) deposito op vaste eiendom, balans aanvaarbare waarborg en streng kontant op los bates.

Veeboere Eiendomme (Edms.) Beperk, Posbus 135, Vryheid, 3100. [Tel. (0381) 80-9356.] Na ure: Erlo Freeze. [Tel. (0381) 80-8345.]

LOURENS ROOS AGENCIES

INSOLVENT ESTATE: J. S. HERMAN, DUNDEE, NORTHERN NATAL

Tuesday, 22 February 1994 at 11:00, at LRA Sales Offices, 86 Victoria Street, Dundee.

Duly authorised by the Trustee of the insolvent estate **J. S. Herman, No. N310/93,** we will sell by public auction the following properties Lot 397 and 400, situated at 15 Douglas Street, Dundee, Natal, three bedroom dwelling.

Reference Number: N310/93.

Lourens Roos Agencies, P.O. Box 1311, Dundee, 3000. [Tel. (0341) 2-4097/8.] (Fax 2-3502.)

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Utrecht op 9 Maart 1994 om 10:00 voor die Landdroskantoor te Utrecht die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die Restant van Onderverdeling 15 (van 5) van die plaas Frischgewaagd 75, geleë in die Administratiewe Distrik van Utrecht, groot 138,7655 hektaar.

(2) Onderverdeling 17 (van 5) van die plaas Frischgewaagd 75, geleë in die Administratiewe Distrik van Utrecht, groot 161,5035 hektaar

Eiendomme (1) en (2) Blykens Akte van Transport T15749/1981

(3) Onderverdeling 9 van die plaas Brakspruit 52, geleë in die Administratiewe Distrik van Utrecht, groot 366,0144 hektaar

Eiendom (3) Blykens Akte van Transport T11384/1982

(4) ONDERVERDELING 16 (van 15) van die plaas FRISCHGEWAAGD 75, geleë in die Administratiewe Distrik van Utrecht, groot 50,0469 hektaar

(5) Die RESTANT van ONDERVERDELING 5 van die plaas FRISCHGEWAAGD 75, geleë in die Administratiewe Distrik van Utrecht, groot 50,0543 hektaar

(6) Die RESTANT van ONDERVERDELING 4 van die plaas FRISCHGEWAAGD 75, geleë in die Administratiewe Distrik van Utrecht, groot 88,7198 hektaar

(7) ONDERVERDELING 14 (van 4) van die plaas FRISCHGEWAAGD 75, geleë in die Administratiewe Distrik van Utrecht, groot 111,4653 hektaar

Eiendomme (4) tot (7) Blykens Akte van Transport T23783/1989

in die naam van **CHRISTIAAN JACOB HOMANN**

Ligging van hierdie eiendomme:—

35km suidoos van Utrecht

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Woonhuis, staalskuur, klipskuur, stoorkamers, rondawel en varkhok. Veekerend omhein en verdeel in kampe. 7 Boorgate, 13 gronddamme, spruit 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 huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste 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: CBAM 01487 01G 02G 03G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 10 Februarie 1994.

ST ADEN'S TRUSTEES CC—TEL. (012) 991-0234 OR 991-3360

PUBLIC AUCTIONS

Van Rooyen & Forder Incorporated. Dwelling-house. In the insolvent estate **Jacobus Daniel Venter, trading as Groplan Investments, Master's Reference T3584/93:**

Duly instructed thereto by the Trustee we will sell on Friday, 25 February 1994 at 11:00, at 15 Hibiscus Avenue, Schuinshoogte, Newcastle, the undermentioned dwelling-house:

(1) 15 Hibiscus Avenue, Newcastle (Erf 4653, Newcastle), in the County of Natal.

Terms: Ten per cent (10%) deposit on day of sale and balance in cash against registration of transfer into name of purchaser, to be secured by way of bank or acceptable guarantee to be furnished within 45 days of the confirmation of the sale.

For further particulars contact Leon Vermeulen, c/o Van Rooyen & Forder Incorporated, P.O. Box 56 (123 Pine Street), Greytown, 3500.

LEO'S AUCTIONS

INSOLVENT ESTATE: R. M. PETT: MASTER'S REFERENCE N496/03

Duly instructed by the Joint Trustees in the above-mentioned estate, we will sell the assets in the insolvent estate at Fort Yolland Estate, Ntumeni, District of Eshowe, Natal, on Thursday, 24 February 1994 at 10:00, on view from 08:00, on the day of sale

Terms: Cash.

For further particulars and viewing, contant the auctioneer: Andy Craig [Tel. (0354) 4-1635.] [Fax (0354) 4-1635.]

ORANJE-VRYSTAAT
ORANGE FREE STATE

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, HARRISMITH op 11 Maart 1994 om 10:00 voor die Landdroskantoor te HARRISMITH die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Onderverdeling 3 (van 1) van die plaas BETHSHEBA 486, distrik Harrismith

GROOT: 44,0339 hektaar

(2) Die restant van onderverdeling 1 (STERKWATER) van die plaas BETHSHEBA 486, distrik Harrismith

GROOT: 169,4732 hektaar

(3) Onderverdeling 4 (van 1) van die plaas BETHSHEBA 486, distrik Harrismith

GROOT: 235,0175 hektaar

Blykens Akte van Transport T3026/1988

in die naam van JOHANNES JACOBUS VAN DER MERWE GERMISHUYS

Die titelaktes sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

16 km suidwes van Warden

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

2 Staalstore, melkstal, 2 store en pakkamer. Veekerend omhein en verdeel in kampe. 3 Boorgate, 2 sementdamme, 3 tenks, 6 drinkbakke, spruit en fonteine.
Wilgerivier.

Dit word beweer dat sekere van eiendomme (1) tot (3) geregtig is op waterregte vanuit die Wilgerivier. Die Landbank kon egter nie vasstel welke eiendom(me) betrokke is nie en voornemende kopers moet hulself vergewis van die werklike situasie met betrekking tot die waterregte en die Landbank waarborg dus niks met betrekking tot die beweerde waterregte nie.

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, bevestiging van die betrokke Minister verkry moet word dat hy die waterregte sal kan bekom. Die koper is verantwoordelik vir die oorplasing 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 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 huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste 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: BAAF 03928 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 10 Februarie 1994.

BELANGRIK!!

Plasing van tale:

Staatskoerante

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.

2. Vir die tydperk 1 Oktober 1993 tot 30 September 1994 word Afrikaans EERSTE geplaas.

3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.

4. ***Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.***

———oOo———

IMPORTANT!!

Placing of languages:

Government Gazettes

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.

2. For the period 1 October 1993 to 30 September 1994, Afrikaans is to be placed FIRST.

3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.

4. ***It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.***

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WEERBURO

DEPARTEMENT VAN OMGEWINGSAKE

WêRELD WEERKUNDIGE DAG

23-3-94

WEATHER BUREAU

DEPARTMENT OF ENVIRONMENT AFFAIRS

WORLD METEOROLOGICAL DAY

23-3-94

INHOUDSOPGAWE

WETLIKE KENNISGEWINGS

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Belangrik

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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

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