REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

Staatskoerant
Government Gazette

Vol. 344 PRETORIA, 25 FEBRUARIE FEBRUARY 1994 No. 15514

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.

BELANGRIKE AANKONDIGING

Sluitingstye ***VOOR VAKANSIEDAE*** *vir*

WETLIKE KENNISGEWINGS
GOEWERMENTSKENNISGEWINGS 1994

Die sluitingstyd is stiptelik ***15:00*** *op die volgende dae:*

- **24 Maart,** Donderdag, vir die uitgawe van Donderdag **31 Maart**
- **29 Maart,** Dinsdag, vir die uitgawe van Vrydag **8 April**
- **21 April,** Donderdag, vir die uitgawe van Vrydag **29 April**
- **5 Mei,** Donderdag, vir die uitgawe van Vrydag **13 Mei**
- **26 Mei,** Donderdag, vir die uitgawe van Vrydag **3 Junie**
- **6 Oktober,** Donderdag, vir die uitgawe van Vrydag **14 Oktober**
- **8 Desember,** Donderdag, vir die uitgawe van Donderdag **15 Desember**
- **22 Desember,** Donderdag, vir die uitgawe van Vrydag **30 Desember**

Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word. Indien 'n laat kennisgewing wel, onder spesiale omstandighede, aanvaar word, sal 'n dubbeltarief gehef word

Wanneer 'n APARTE *Staatskoerant* verlang word moet die kopie drie kalenderweke voor publikasie ingedien word

IMPORTANT ANNOUNCEMENT

Closing times ***PRIOR TO PUBLIC HOLIDAYS*** *for*

LEGAL NOTICES
GOVERNMENT NOTICES 1994

The closing time is ***15:00*** *sharp on the following days:*

- **24 March,** Thursday, for the issue of Thursday **31 March**
- **29 March,** Tuesday, for the issue of Friday **8 April**
- **21 April,** Thursday, for the issue of Friday **29 April**
- **5 May,** Thursday, for the issue of Friday **13 May**
- **26 May,** Thursday, for the issue of Friday **3 June**
- **6 October,** Thursday, for the issue of Friday **14 October**
- **8 December,** Thursday, for the issue of Thursday **15 December**
- **22 December,** Thursday, for the issue of Friday **30 December**

Late notices will be published in the subsequent issue, if under special circumstances, a late notice is being accepted, a double tariff will be charged

The copy for a SEPARATE *Government Gazette* must be handed in not later than three calendar weeks before date of publication

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

TRANSVAAL

1690/92

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

In the matter between **S A Development Trust Corporation Limited,** Plaintiff, and **Tsamai Stephen Letsebe,** Defendant

In execution of a judgment granted by the Magistrate of Potgietersrus on 8 September 1992 and a warrant of execution issued in succession thereof, the undermentioned property wil be sold in execution on Thursday, 24 March 1994 at 10:00, at the offices of the Department of Community Services, Steilloop, Rebone, to the highest bidder, namely Ownership Unit 291, Steilloop, situated in the Township of Rebone, District of Potgietersrus, measuring 864 (eight six four) square metres, held by Deed of Grant 13/INI 13/2/7/5-291.

The property can be described as follows:

Dwelling-house, built of bricks under tile roof and consisting of sitting-room, dining-room, kitchen, bathroom with flush toilet, five bedrooms (one with bathroom and flush toilet), stoep, garage two store-rooms, fenced with iron droppers and wire.

No guarantee is given in respect of the aforesaid description:

Terms: 10% (ten per cent) of the purchase price pyable in cash immediately after the sale and for the balance with interest as stipulated in the conditions of sale, an acceptable bank or building society guarantee must be issued within 30 days from date of sale.

Full particulars of the conditions of sale which will be read out prior to the sale and is available for inspection at the offices of the Sheriff of the Court at 5 Voortrekker Road, Potgietersrus, during offices hours.

Dated at Potgietersrus on 8 February 1994.

P. S. Mostert, for Borman Snyman & Barnard Inc., Attorneys for Plaintiff, Rentmeester Building, Voortrekker Road, Potgietersrus. (Ref. JS 4719/PSM/RM.)

Case 30004/93
PH140

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Divison)

In the matter between **Syfrets Bank Limited,** Plaintiff, and **Hay Street Properties CC,** Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, the property listed herein will be sold on 17 March 1994 at 10:00, at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 255, Booysens Township, Registration Division IR, Transvaal, in extent 255 (two hundred and fifty-five) square metres, held under Deed of Transfer T16026/1968, situated at 10 Hay Street, Booysens, Johannesburg, consisting of a three storey factory building.

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

Improvements: Three storey factory building.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 19,75% (nineteen comma seven five per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

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

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

Orelowitz Attorneys, Plaintiff's Attorneys, First Floor, Palm Grove, Grove City, 196 Louis Botha Avenue, Houghton Estate; P.O. Box 46366, Orange Grove, 2119. (Tel. 483-1737/41/44/62/66.) (Fax. 483-1785.) (Ref. S5242.) (Mr Orelowitz/ab.)

Saak 14827/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Coert Coetzee,** Eerste Verweerder, en **Catharina Hendrina Maria Coetzee,** Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogenoemde Agbare Hof gedateer 14 September 1993 en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 15 Maart 1994 om 10:00, by die verkoopslokaal te Sinodalesentrum, N. G. Kerk, Visagiestraat 234, Pretoria, aan die hoogste bieder:

Gedeelte 24 van Erf 331, Jan Niemandpark-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 744 (sewehonderd vier-en-veertig) vierkante meter, gehou kragtens Akte van Transport T66133/89, geleë te Suikerbekkiestraat 101, Jan Niemandpark.

Verbeteringe: 'n Woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en buite toilet.

Voorwaardes: Die volledige voorwaardes van verkoping wat deur die Balju onmiddellik voor die verkoping uitgelees sal word lê ter insae by die Balju vir die Hooggeregshof, Pretoria-Noordoos, Visagiestraat 228, Pretoria.

Geteken te Pretoria op hede die 26ste dag van Januarie 1994.

J. C. Louw, vir De Wet Du Plessis, Prokureurs vir Eiser, Parkstraat 825, Sunnyside, Pretoria. (Tel. 34-44320/7.) (Verw. J. Louw/AdJ/D9512.)

Case 10661/93

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

In the matter between **N B S Bank Limited,** Plaintiff, and **Mhlaba Daniel Hlongwane,** Defendant, and **Mmusapelo Maria Hlongwane,** Second Defendant

Kindly take notice that pursuant to a judgment granted on 7 October 1993 and warrant of execution, dated 20 October 1993, the following property will be sold in execution on Friday, 18 March 1994 at 11:00, at the offices of the Magistrate Court, 439 Prince George Avenue, Brakpan:

All the Defendant's right, title and interest in the leasehold in respect of Lot 18782, Tsakane Extension 8 Township, Registration Division IR, Transvaal.

Improvements: Single storey under tile, lounge, dining-room, three bedrooms, bathroom, kitchen and wire fence, known as 18782 Khotavushika Street, Tsakane Extension 8, Brakpan.

Terms and conditions:

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

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

Dated at Benoni on 9 February 1994.

J. D. Gilchrist, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni; P.O. Box 356, Benoni,1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N996.)

Saak 12274/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Boland Bank Beperk,** Eiser, en **E. H. E. Keet,** Verweerder

Ingevolge 'n vonnis verkry in die Hooggeregshof (Transvaalse Provinsiale Afdeling) en ingevolge 'n eksekusie lasbrief gedateer 28 September 1993, sal die eiendom hieronder uiteengesit verkoop word op Woensdag, 16 Maart 1994 om 10:00, by die kantore van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, aan die hoogste bieder, naamlik:

Erf 812, geleë in die dorpsgebied Lynnwood-uitbreiding 1, Registrasieafdeling JR, Transvaal, groot 112 (eenhonderd en twaalf) vierkante meter, gehou deur die Verweerder kragtens Akte van Transport T60301/1989.

Voorwaardes: Die belangrikste voorwaardes vir verkoop is:

1. Die koper moet 10% (tien persent) van die koopprys in kontant betaal op die dag van verkoping aan die Balju van Pretoria-Oos. Die balanskoopprys moet gewaarborg word deur 'n bank of bouvereniging betaalbaar by registrasie van die eiendom, welke gemelde waarborg onderhewig is aan goedkeuring deur die Eiser se prokureurs, en gelewer moet word binne 30 (dertig) dae vanaf die dag van verkoping aan die Geregsbode van Pretoria Sentraal.

Die verdere voorwaardes van verkoop sal ter insae lê by die kantore van die Geregsbode te Pretoria-Oos, Strubenstraat 142, Pretoria.

Geteken te Pretoria op die 8ste dag van Februarie 1994.

Adolf Malan, vir Adolf Malan & Vermeulen, Prokureurs vir Eiser, Eerste Verdieping, Loftus Versfeld Noord Pawiljoen, Kirkness-straat, Pretoria. (Tel. 343-5040) (Verw. mnr. Malan/BF/B63.)

Case 17053/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Trustees for the time being of the De Jong Development Bond Trust,** Plaintiff, and **W. de Jong Property Development (Pty) Ltd,** 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, Sandton at 36 Fourth Street, corner of Fourth Street and Third Avenue, Marlboro, Sandton, on 16 March 1994 at 14:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer on site prior to the sale:

Erf 881, Marlboro Township, Registration Division IR, Transvaal, measuring 991 square metres, held by virtue of Title Deed T39646/1983 (36 Fourth Street or 11 Third Avenue, Marlboro).

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

Factory building with office block and ablutions.

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

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

Moss-Morris Inc., Plaintiff's Attorneys, Eighth Floor, The Inner Court, 74 Kerk Street, P.O. Box 7066, Johannesburg. (Tel. 337-2121) (Ref. P. Tindle.)

Saak C614/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NSIKAZI GEHOU TE KABOKWENI

In die saak tussen **Snyman & Vennote (Edms.) Bpk.,** Eksekusieskuldeiser, en **Samson Mkhatshwa,** Eksekusieskuldenaar

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik in bogemelde Hof op 10 Augustus 1992, sal die onderstaande eiendom geregtelik verkoop word voor die Landdroshof, Kabokweni, op 11 Maart 1994 om 12:00, of so spoedig moontlik daarna, naamlik:

Eksekusieskuldenaar se reg, titel en belang in Stand 142, Block 11, Kanyamazane.

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 Witrivier 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/SV597 S176/92.)

Aan: Die Balju van die Landdroshof, Witrivier.

Aan: Die Laevelder, Nelspruit.

Aan: Die Staatskoerant, Pretoria.

Aan: Die Klerk van die Hof, Kabokweni.

Saak 62/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk,** Eiser, en **Erick Dudu Moses,** Eerste Verweerder, en **Nompi Mavis Moses,** Tweede Verweerder

Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom, naamlik:

Eiendom: Alle reg, titel en belang in en tot die huurpag ten aansien van Erf 9959, Kagiso-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Ligging: Sebenzisarylaan 3053, Kagiso-uitbreiding 2, in eksekusie verkoop op 23 Maart 1994 om 10:00, deur die Balju by sy kantoor te Klaburn Hof, Ockersestraat 22B, Krugersdorp.

Verkoopvoorwaardes: Die verkoping is voetstoots aan die hoogste bieër onderhewig aan die Landdroshofwet, verkoopvoorwaardes en 'n 10% (tien persent) deposito word vereis.

Swart, Redelinghuys, Nel & Vennote, Nedbankgebou 501, hoek van Human- en Krugerstraat, Krugersdorp. (Verw. Jan Nel. (Tel. 953-1112.)

Saak 8024/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Saambou-Nasionale Bouvereniging,** Eiser, en **Papa Ephraim Matseke,** Eerste Verweerder, en **Julia Puleng Matseke,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof te Krugersdorp in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word by die Baljukantore te Klaburn Hof, Ockersestraat 22B, Krugersdorp, op 16 Maart 1994 om 10:00, van die ondergemelde eiendom van die Verweerders en die verkoopvoorwaardes sal deur die afslaer gelees word ten tye van die verkoping, welke voorwaardes by die kantore van die Balju, Krugersdorp, voor die verkoping ter insae sal lê:

Erf 13095, Kagiso-uitbreiding 8, Krugersdorp, groot 286 (tweehonderd ses-en-tagtig) vierkante meter.

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

Verbeterings: Sitkamer, badkamer, drie slaapkamers, kombuis en gang.

Terme: 14% (veertien persent) van die koopprys in kontant op die dag van verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport met 'n bank- of bougenootskap of ander aanneembare waarborg binne dertig (30) dae vanaf datum van verkoping verskaf word. Indien die Balju as afslaer opgetree het 5% (vyf persent), van die opbrengs van die verkoping, betaalbaar deur die koper, tot 'n prys van R20 000 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum van R6 000 (ses duisend rand) met 'n minimum van R200 (tweehonderd rand).

Gedateer te Krugersdorp op hede die 9de dag van Februarie 1994.

K. F. du Plessis, vir Karel du Plessis & Heidtmann, Tweede Verdieping, Wesrandgebou, Humanstraat 43, Posbus 616, Krugersdorp. (Tel. 953-1830/1/2/3.) (Verw. mev. Van der Merwe/cb/B10967/CS0139.)

Saak 19748/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Pretoria Bank Beperk,** Eiser, en **Ebenaeser Mashya Tsabalala,** Verweerder

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 8 Maart 1994 om 10:00, te Baljukantoor, Elna Randhof 9, hoek van Selkirk- en Blairgowrierylaan, Blairgowrie, Randburg, ter voldoening aan die vonnis wat die Eiser in bogemelde aangeleentheid verkry het teen die Verweerders op 1 Desember 1992, welke verkoping in eksekusie onderhewig sal wees aan die verkoopvoorwaardes wat ter insae sal lê te die Baljukantoor, Elna Randhof 9, hoek van Selkirk- en Blairgowrierylaan, Blairgowrie, Randburg:

Erf 671, Witkoppen-uitbreiding 6, Registrasieafdeling JR, Transvaal, groot 850 vierkante meter, gehou kragtens Akte van Transport T615555/1991.

Volgende verbeterings: Garage, sitkamer, eetkamer, drie slaapkamers, twee badkamers en kombuis.

Die eiendom sal verkoop word sonder 'n reserwe, maar onderhewig aan die bepalings van Reël 46 van die Hooggeregshofwet, Wet No. 59 van 1959, soos gewysig, aan die hoogste bieder en onderhewig aan die terme en voorwaardes van die wet en reëls daaronder uitgevaardig, asook die terme van die titelakte waar dit van toepassing is.

Die verkoopprys sal soos volg wees: 'n Deposito van 10% (tien persent), van die koopprys in kontant op die datum van die verkoping betaalbaar aan die Balju en die balans op datum van registrasie van die transport verseker te word deur 'n waarborg van die bank- of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 30 dae na die datum van die verkoping verstrek te word. Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir die betaling van rente aan die Eiser teen 29% (nege-en-twintig persent) per jaar en aan die verbandhouer teen 29% (nege-en-twintig persent) per jaar op die onderskeie bedrae van die toekenning aan die Eiser en die verbandhouer in die distribusieplan, vanaf die verloop van een maand na die verkoping tot datum van transport.

Die verkoopvoorwaarde sal beskikbaar wees vir insae te die Baljukantoor, Elna Randhof 9, hoek van Selkirk- en Blairgowrierylaan, Blairgowrie, Randburg.

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

A. J. van Wyk, vir Wilsenach, Van Wyk Goosen & Bekker Ing., Prokureurs vir Eiser, Sanlamsentrum 1115, Pretoria. (Verw. mnr. Delport/RW/32/016/1.)

Saak 59464/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk,** Eiser, en **H. W. Austin,** Eerste Verweerder, **J. A. Austin,** Tweede Verweerder, en **H. E. Austin,** Derde Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 4 November 1991, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Wes te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder op 31 Maart 1994 om 10:00:

Resterende Gedeelte van Gedeelte 2 van Erf 46, geleë in die dorpsgebied Mayville, Registrasieafdeling JR, Transvaal, groot 1 351 (eenduisend driehonderd een-en-vyftig) vierkante meter (beter bekend as Mortimerlaan 952, Mayville).

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 daarvan, soos 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:

'n Woonhuis bestaande uit sitkamer, eetkamer, kombuis, vier slaapkamers, badkamer, toilet, voorstoep, dubbel motorhuis, bediende kwartiere, swembad, boorgat met pomp, huis lugverkoel en geplaveide oprit.

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 rentekoers betaalbaar op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van die transport, en moet deur 'n bank- of bougenootskapgewaarborg 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-Wes.

Geteken te Pretoria op hierdie 14de dag van Februarie 1994.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. S. du Plessis/mev. Engels/JR18009.)

Case 13844/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Johan van der Westhuizen,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Johannesburg and writ of execution dated 19 March 1993, the following property will be sold in execution on Friday, 18 March 1994 at 10:00, at the sale venue of the Sheriff of the Magistrate's Court, in front of the Court-house, Fox Street, Johannesburg, to the highest bidder, viz:

Erf 74, Montclare Township, Registration Division IQ, Transvaal, in extent 444 (four hundred and forty-four) square metres, held by Deed of Transfer T26750/1990.

Known as 25 Elma Street, Montclare, District of Johannesburg, upon which is erected a detached dwelling of ash brick walls under a corrugated roof, said to contain a dining-room, three bedrooms, kitchen, bathroom and outside store-room, in regard to which, however, nothing is guaranteed.

Terms: R5 000 or 10% (ten per centum) of the purchase price, whichever is the highest, in cash at the time of the sale and the balance against registration of transfer to be secured by an approved 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 of the Magistrate's Court, Second Floor, 32 Von Brandis Street, Johannesburg.

Louw & Heyl - Phillips & Osmond, c/o Edgar Salmon & Salmon, Attorneys for Execution Creditor, Eighth Floor, Kelhof, 112 Pritchard Street, Johannesburg. (Tel. 333-9501) (Ref. Mr Howard Salmon/AS.)

Case 2419/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor and **Dan Colin Janse van Rensburg,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Johannesburg and writ of execution dated 29 March 1993, the following property will be sold in execution on Friday, 18 March 1994 at 10:00, at the sale venue of the Sheriff of the Magistrate's Court, in front of the Court-house, Fox Street, Johannesburg, to the highest bidder, viz:

Erf 660, Newlands (Jhb) Township, Registration Division IQ, Transvaal, in extent 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T28871/1992.

Known as 55 Van Zyl Street, Newlands, Johannesburg, upon which is erected a detached dwelling of brick walls under a tiled roof, said to contain a dining-room, three bedrooms, kitchen, bathroom, three small outside rooms, toilet and swimming-pool, in regard to which, however, nothing is guaranteed.

Terms: R5 000 or 10% (ten per centum) of the purchase price, whichever is the highest, in cash at the time of the sale and the balance against registration of transfer to be secured by an approved 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 may be signed after the sale) may be inspected during office hours at the office of the Sheriff of the Magistrate's Court, Second Floor, 32 Von Brandis Street, Johannesburg.

Louw & Heyl - Phillips & Osmond, c/o Edgar Salmon & Salmon, Attorneys for Execution Creditor, Eighth Floor, Kelhof, 112 Pritchard Street, Johannesburg. (Tel. 333-9501) (Ref. Mr Howard Salmon/AS.)

Saak 61/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk,** handelende as United Bank, Eiser, en **Karel Frederick van Heerden,** Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof, Evander en lasbrief vir eksekusie gedateer 11 Februarie 1993, sal die eiendom hieronder genoem verkoop word in eksekusie op 16 Maart 1994 om 12:00, by die Balju se kantore, Evander, aan die hoogste bieër vir kontant, naamlik:

Eiendomsbeskrywing: Ingangsportaal, sitkamer, gesinskamer, eetkamer, vier slaapkamers, twee badkamers, kombuis, opwaskamer, motorhuis, motorafdak, bediendetoilet en patio.

Eiendom: Erf 362, Secunda-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 936 (negehonderd ses-en-dertig) vierkante meter, gehou kragtens Akte van Transport T59770/1988, geleë te Middelbultstraat 3, Secunda.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping welke voorwaardes geinspekteer kan word by die kantore van die Balju, Evander. Die belangrikste voorwaardes daarin vervat is:

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

Gedateer te Secunda op 10 Februarie 1994.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/RE/A.211.)

Case 8558/90

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

In the matter between **Noordvaal Crushers (Pty) Limited,** Execution Creditor, and **Johan du Plessis,** Execution Debtor

In pursuance of a judgment of the above Honourable Court and a warrant of execution, the property described as Erf 863, Tzaneen Extension 11, Tzaneen. Held by Deed of Transfer T4745/1987 will be sold in front of the Court-house of the above Court on 8 April 1994 at 10:00, without reserve and to the highest bidder:

Improvements (which are not warranted to be correct and not guaranteed): Dwelling and outbuildings situated on 8 Rietbok Street, Tzaneen.

The material conditions of the sale are:

1. Unless arrangements are made with the Plaintiff before the sale, the purchaser must pay a deposit of 10% (ten per centum) of the purchase price or R1 000 (one thousand rand) whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a guarantee approved by the Sheriff and delivered within 21 (twenty-one) days from date of sale.

2. The sale is voetstoots and subject to:

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

2.2 The conditions of the title deed, and

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.

Signed at Pietersburg on this the 8th day of February 1994.

L. F. de Lange, for Meyer, Pratt & Luyt, 5 Docex, 20 Market Street, Pietersburg, 0699; P.O. Box 152, Pietersburg, 0700. [Tel. (01521) 71133.] [Fax. (01521) 74161.]

Saak 527/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SESHEGO GEHOU TE SESHEGO

In die saak tussen **Eerste Nasionale Bank van SA Beperk,** Eksekusieskuldeiser, en **Kuntwane Jack Kgobe,** handeldrywend as Kgobe Fruit & Vegetable Store, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof van Seshego op 28 Julie 1993 en 'n daaropvolgende lasbrief tot geregtelike verkoping, sal die hiernagenoemde vaste eiendom in eksekusie verkoop word voor die Landdroskantoor, Seshego, op Woensdag, 16 Maart 1994 om 14:00:

Perseel D529, geleë in die dorpsgebied Seshego, groot 525 (vyfhonderd vyf-en-twintig) vierkante meter, gehou kragtens Akte van Vergunning 458/88.

Op die eiendom is opgerig 'n gebou vir besigheidsdoeleindes, maar geen verbeterings word gewaarborg nie.

Verkoopvoorwaardes:

1. Die voormelde eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die bepalings van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die reëls daaronder uitgevaardig, asook die voorwaardes vervat in die titelaktes.

2. Die koopprys van die eiendom sal as volg betaalbaar wees:

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

(b) Die balans is betaalbaar in kontant binne 14 (veertien) dae vanaf datum van verkoping deur bemiddelling van 'n erkende bank- of bouverenigingwaarborg, gelewer te word vry van kommissie aan die Balju, Seshego, en betaalbaar teen registrasie van transport van die eiendom in die naam van die koper.

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

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

J. de Klerk, vir De Klerk's Prokureurs, Prokureurs vir Eksekusieskuldeiser, Albatrossentrum 5, Markstraat 21; Posbus 3915, Pietersburg. [Tel. (0152) 2954017/2911985/2959035.] (Verw. mev. Pretorius/dg.)

Case 1741/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Bertina Cecilia Adriana Huisamen,** First Defendant, and **Riaan White,** 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 section 2 as shown and more fully described on Sectional Plan SS74/1988, in the scheme known as Fontein 33, in respect of the land and buildings situated at Portion 33 of Erf 2543, Garsfontein Extension 10, City Council of Pretoria. Registration Division JR, Transvaal, measuring 128 square metres, situated at 837B St Bernard Avenue, Garsfontein Extension 10.

Terms of conditions:

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

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

Description of property: Duet.

Lounge, dining-room, kitchen, three bedrooms, two bathrooms, two w.c.'s and a shower.

Outbuildings: Double garage and garden.

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 14th day of February 1994.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1134.)

Saak 3107/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayalethu Home Loans (Pty) Ltd,** Eiser, en **Moses Sgujana Mofolo,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 18 Maart 1994 om 10:00, per publieke veiling deur die Balju, Witbank te Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 3150, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Qwaqwa-uitbreiding 5, gehou kragtens Grondbrief TL30631/90, grootte 261 (twee ses een) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee wod nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer/s.

Die wesenlike 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 Witbank op hierdie 9de dag van Februarie 1994.

J. van Rensburg, vir Bezuidenhout van Zyl, p.a. Harvey Nortje Ingelyf, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Saak 2041/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedperm Bank Beperk,** Eksekusieskuldeiser, en **C. J. Visser,** Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof, Klerksdorp, in bovermelde saak, en 'n eksekusie lasbrief gedateer 24 Maart 1992, sal die ondervermelde onroerende eiendom geregtelik verkoop word op Vrydag, 11 Maart 1994 om 09:00, deur die Balju, Landdroshof, Orkney, te Championweg 25, Orkney, aan die hoogste bieder:

Erf 2286, geleë in die dorp Orkney-uitbreiding 1, Registrasieafdeling IP, Transvaal, groot 1 005 (eenduisend en vyf) vierkante meter (ook bekend as Marloweweg 67, Orkney), gehou deur voormelde Eksekusieskuldenaar kragtens Akte van Transport T39559/1987.

Die eiendom is na bewering verbeter met woonhuis met gewone buitegeboue, maar geen waarborg word in hierdie verband gegee nie.

Die vernaamste verkoopvoorwaardes word soos volg opgesom:

1. Die eiendom word voetstoots verkoop sonder reserwe aan die hoogste bieder.

2. 10% (tien persent) van die koopprys is betaalbaar in kontant op die dag van die veiling en die balans van die koopsom met rente teen 20,10% (twintig komma tien persent) per jaar, vanaf die datum van die verkoping tot datum van registrasie van die eiendom in die naam van die koper is betaalbaar teen registrasie daarvan in die naam van die koper ten opsigte van welke saldo die koper verplig sal wees om binne 21 dae na datum van die verkoping 'n aanvaarbare bank- of bouverenigingwaarborg aan die Balju, Landdroshof, Orkney, te lewer.

3. Die verkoping geskied volgens verdere verkoopvoorwaardes wat uitgelees sal word by die veiling.

Die verkoopvoorwaardes sal ter insae lê by die kantore van die Balju, Landdroshof, Orkney, te Championweg 25, Orkney, gedurende kantoorure.

Geteken te Klerksdorp op hierdie 7de dag van Februarie 1994.

B. Loxton, vir Bruce Loxton, Prokureur vir Vonnisskuldeiser, Eerste Verdieping, Midwesgebou, Andersonstraat 91; Posbus 481, Klerksdorp, 2570. (Verw. DVDW/YL/IN0077.)

Case 2041/92

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

In the matter between **Nedperm Bank Limited,** Execution Creditor, and **C. J. Visser,** Execution Debtor

In pursuance of a judgment of the Magistrate's Court of Klerksdorp, in the above matter and a writ of execution dated 24 March 1992, the undermentioned immovable property will be sold in execution to the highest bidder on Friday, 11 March 1994 at 09:00, at the offices of the Sheriff, Magistrate's Court, Orkney, at 25 Champion Street, Orkney:

Erf 2286, situated in the Town Orkney Extension 1, Registration Division IP, Transvaal, measuring 1 005 (one thousand and five) square metres (also known as 67 Marlowe Avenue, Orkney), held by the aforementioned Execution Debtor under Title Deed T3955/87.

It is alledged that the property is improved by one dwelling-house with normal outbuildings but no guarantees are extended in this regard.

The material conditions of sale are summarised as follows:

The property will be sold voetstoots to the highest bidder without reserve.

2. 10% (ten per cent) of the purchase price is payable in cash on the date of the sale and the full balance thereof with interest at 20,10% (twenty comma one zero per cent) per annum, from the date of sale to date of registration of the property in the name of the purchaser is payable against such registration, which balance shall be secured by an acceptable bank or building society guarantee which is to be delivered to the Sheriff within 21 days of the date of sale.

3. The sale will be subject to conditions of sale which will be read out at the auction.

The conditions of sale are open to inspection during office hours at the offices of the Sheriff, Magistrate's Court, Orkney, at 25 Champion Street, Orkney.

Signed at Klerksdorp on this the 7th day of February 1994.

B. Loxton, for Bruce Loxton, Attorney for Plaintiff, First Floor, Midwest Building, 91 Anderson Street; P.O. Box 481, Klerksdorp, 2570. (Ref. DVDW/YL/IN 0077.)

Saak 790/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELFAST GEHOU TE BELFAST

In die saak tussen **SA Housing Trust Ltd,** Eiser, en **C. N. Mgwenya,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 10:00, per publieke veiling deur die Balju, Belfast, verkoop word:

Erf 952, Siyathuthuka, tesame met die verbeteringe of geboue daarop, geleë in die Siyathuthuka-dorpsgebied, gehou kragtens Grondbrief TL56673/87, grootte 260 vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Steenhuis met teëldak en sementvloere, bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 dae na veiling.

3. Besit en okkupasie teen betaling van deposito en kostes.

4. Verdere voorwaardes by Balju ter insae.

Gedateer te Belfast hierdie 9de dag van Februarie 1994.

B. S. Fourie, vir Bezuidenhout Van Zyl Ing., p.a. Victor D. Weimar & Seuns, Vermootenstraat, Belfast. [Tel. (01325) 3-1155.]

Saak 790/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELFAST GEHOU TE BELFAST

In die saak tussen **SA Housing Trust Ltd,** Eiser, en **C. N. Mgwenya,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 11 Maart 1994 om 10:00, per publieke veiling deur die Balju, Belfast, verkoop word:

Erf 952, Siyathuthuka, tesame met die verbeteringe of geboue daarop, geleë in die Siyathuthuka-dorpsgebied, gehou kragtens Grondbrief TL56673/87, grootte 260 vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Steenhuis met teëldak en sementvloere, bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 dae na veiling.

3. Besit en okkupasie teen betaling van deposito en kostes.

4. Verdere voorwaardes by Balju ter insae.

Gedateer te Belfast hierdie 9de dag van Februarie 1994.

B. S. Fourie, vir Bezuidenhout Van Zyl Ing., p.a. Victor D. Weimar & Seuns, Vermootenstraat, Belfast. [Tel. (01325) 3-1155.]

Saak 13414/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **D. J. J. Marais,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 30 September 1993, sal die onderstaande eiendom op 17 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 127, geleë in die dorpsgebied, Pretoria Gardens, Registrasieafdeling JR, Transvaal, bekend as Ernststraat 795, Pretoria Gardens, gesoneer vir 'n woonhuis.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, TV-kamer, drie toilette, twee-en-'n-half badkamers, vyf slaapkamers, werkskamer, twee motorhuise, afdak, bediendekamer en toilet.

Verbandhouer(s): United, 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 11de dag van Februarie 1994.

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

Saak 21338/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **J. F. Nel,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 1 Junie 1993, sal die onderstaande eiendom op 16 Maart 1994 om 10:00, te die kantoor van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Hoewe 67, geleë in die dorpsgebied Willow Glen AH, Registrasieafdeling JR, Transvaal, bekend as Plot 67, Willow Glen, gesoneer vir 'n woonhuis.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, TV-kamer, twee toilette, twee badkamers, vier slaapkamers, studeerkamer, vier motorhuise, afdak, swembad en teëldak, gesoneer vir 'n woonhuis.

Verbandhouer(s): Standard Bank, Momentum Sentrum, Vyfde Verdieping, Westoring, Pretoriusstraat, Pretoria

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

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

Gedateer te Pretoria op hede die 7de dag van Februarie 1994.

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

Saak 62288/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Visser, M. O. P.,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 19 Oktober 1993, sal die onderstaande eiendom op 15 Maart 1994 om 10:00, te die kantoor van die Balju, Pretoria Sentraal, NG Sinodale-sentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 6 van Erf 324, geleë in die dorpsgebied Rietfontein, Registrasieafdeling JR, Transvaal, bekend as 21ste Laan 607, Rietfontein, gesoneer vir 'n woonhuis.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, twee toilette, badkamer, vyf slaapkamers, studeerkamer, motorhuis, bediendetoilet en swembad.

Verbandhouer(s): NBS, NBS-gebou, Pretoriusstraat 101, Pretoria.

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

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 11de dag van Februarie 1994.

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

Saak 34643/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadraad van Pretoria,** Eksekusieskuldeiser, en **Morgan J,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdros Pretoria, en 'n lasbrief vir eksekusie gedateer 6 September 1993, sal die onderstaande eiendom op 15 Maart 1994 om 10:00, te die kantoor van die Balju, Pretoria Noord-Oos, NG Sinodale Sentrum,Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit: Erf 3255, geleë in die dorpsgebied Eersterus-uitbreiding 5, Registrasieafdeling JR, Transvaal, bekend as P. S. Fourierylaan 431, Eersterus-uitbreiding 5. Gesoneer vir 'n woonhuis.

Beskrywing: Onbeboude erf.

Verbandhouer(s): Geen.

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

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

Gedateer te Pretoria op hede die 11de dag van Februarie 1994.

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

Case 7242/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of S.A. Ltd,** Plaintiff, and **Phillupus Johannes Jacobus Duvenhage,** First Defendant, and **Amanda Duvenhage,** Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held at the offices of the Sheriff, Pretoria East, 142 Struben Street, Pretoria, on Wednesday, 16 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:

Remaining extent of Erf 354, situated in the Township of Waterkloof, Registration Division JR, Transvaal, also known as 222 Milner Street, Waterkloof, measuring 1 104 (one thousand one hundred and four) square metres, held by Deed of Transfer T89406/92, subject to the conditions therein contained.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: One storey dwelling with iron roof, consisting of entrance-hall, lounge, family room, kitchen three bedrooms, bathroom, w.c. and borehole.

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

Dated at Pretoria on this 10th day of February 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S591/93.)

Case 6887/93

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

In the matter between **Saambou Bank Limited,** Plaintiff, and **Themba David Dhludhlu,** First Defendant, and **Maggie Christinah Matona,** Second Defendant

On Wednesday, 16 March 1994 at 10:00, a public auction will be held at the offices of the Sheriff, Magistrate's Court, Alberton, at Johriahof, 4 Du Plessis Road, Florentia, Alberton, at which the Sheriff 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 therunder sell al right, title and interest in respect of the property known as:

Certain Site 1406, Othandweni Extension 1 Township, Registration Division IR, Transvaal, situated at site 1406, Othandweni Extension 1, Tokoza, measuring 226 (two hundred and twenty-six) square metres, held under Certificate of Registered grant of Leasehold TL22648/1992.

Improvements: The property consists of: Lounge, dining-room, two bedrooms, bathroom and kitchen (not warranted or guaranteed).

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 morgage bond over the property held by the Plaintiff, which was 18% (eighteen 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 together with Sheriff's commission and immediately after the sale and the balance of the price and interest shall, within 30 (thirty) 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 puchaser.

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

L. C. Mansfield, for Badenhorst & Malan, Second Floor, Stats Building, Fore Street, Alberton, 1450; P.O. Box 136130, Alberton North, 1456. (Tel. 907/2121/2.) (Fax. 907-2175.) (Ref. LCM/sj/S325/93.)

Case 8606/90

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

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

On 11 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 263, Vosloorus Extension 8, Registration Division IR, Transvaal, situated at 263 Vosloorus Extension 8, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 8th day of February 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H01213.)

Case 11535/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Bongani Gabriel Zondo,** First Defendant, and **Ruth Ntombizodwa Zondo,** Second Defendant

On 11 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 20030, Vosloorus Extension 30, Registration Division IR, Transvaal, situated at 20030 Vosloorus Extension 30, Boksburg.

Improvements: Vacant stand.

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

2. The purchaser shall pay 10% (ten per 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 8th day of February 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H00979.)

Case 7877/93

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

In the matter between **First National Bank of S.A. Ltd,** Judgment Creditor, and **Madolo, Zodwa Elizabeth,** Judgment Debtor

In execution of a judgment in the Magistrate's Court of Boksburg, dated 25 October 1993, in the above-mentioned suit, a sale without reserve price, will be held on 25 March 1994 at 11:15, at the offices of the Sheriff, 182 Leeuwpoort Street, Boksburg, of the undermentioned property of the Judgment Debtor on the conditions to be read out by the auctioneer at the offices of the Sheriff, Boksburg, prior to the sale:

Erf 1595, Dawnpark Extension 25 Township, Registration Division IR, Transvaal, held under Deed of Transfer T94716/92, situated at 38 Galahad Road, Dawnpark, Boksburg, in extent 810 (eight hundred and ten) square metres;

and the following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Single storey, consisting of lounge, family room, two bathrooms, w.c., bedrooms, kitchen and two garages.

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 date of sale. Auctioneer's charges payable on the date 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).

Dated at Boksburg this 2nd day of February 1994.

Manfred Jacobs & Husted, Lawmark Chambers, 8 Loop Street, Boksburg. (Ref. Mr Husted.)

Saak 61/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk,** Eiser, en **Nkoboailale Evens Ngobeni,** Eerste Verweerder, en **Nkele Eva Ngobeni,** Tweede Verweerder

Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom, nl:

Eiendom: Alle reg, titel en belang in en tot die huurpag ten aansien van Erf 11453, Kagiso-uitbreiding 6-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Ligging: Calendulastraat 11453, Kagiso-uitbreiding 6, Krugersdorp, in eksekusie verkoop op 23 Maart 1994 om 10:00, deur die Balju by sy kantoor te Klaburn Hof, Ockersestraat 22B, Krugersdorp.

Verkoopvoorwaardes: Die verkoping is voetstoots aan die hoogste bieër onderhewig aan die Landdroshofwet, verkoopvoorwaardes en 'n 10% (tien persent) deposito word vereis.

Swart, Redelinghuys, Nel & Vennote, Nedbankgebou 501, hoek van Human- en Krugerstraat, Krugersdorp. (Tel. 953-1112) (Verw. Jan Nel.)

Saak 637/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Limited** No. 86/04794/06 (Trust Bank), Eiser, en **Jacobus Gabriel van de Venter,** Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantore van die Balju, Landdroshof, Beaconsfieldlaan 41A, Vereeniging, op 18 Maart 1994 om 10:00:

Sekere: Erf 509, Falcon Ridge-dorpsgebied, Registrasieafdeling IQ, Transvaal (Kransduiflaan 16), groot 1 025 vierkante meter.

Verbeterings: Sitkamer/eetkamer, kombuis, drie slaapkamers, badkamer, aparte toilet, garage, bediendekamer/toilet en stoorkamer.

Terme: Een tiende ($\frac{1}{10}$) van die koopprys sal betaalbaar wees op die dag van die verkoping en die balans tesame met rente daarop teen die koers van 16% (sestien persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank-/bouvereniging- of ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof te Vereeniging, binne veertien (14) dae vanaf datum van verkoping.

Voorwaardes: Die volledige voorwaardes van die verkoping lê ter insae by die Balju van die Landdroshof te Vereeniging.

Gedateer te Vereeniging hierdie 8ste dag van Februarie 1994.

D. C. J. Hoffman, vir D. J. Malan & Hoffman, Cicero-gebou, Lesliestraat 14, Posbus 415, Vereeniging.

Case 1691/91

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Zwelinzima Samson Phakathi,** First Defendant, and **Fikile Phakathi,** Second Defendant, and **Lizzy Seilo,** Third Defendant

On 11 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 1818, Vosloorus Extension 2, Registration Division IR, Transvaal, situated at 1818 Vosloorus Extension 2, Boksburg.

Improvements: Detached single storey brick residence consisting of three 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 8th day of February 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs Pinheiro/H01270.)

Case 1033/91

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

In the matter between **Allied Building Society,** Plaintiff, and **C. S. van der Watt,** First Defendant, and **B. S. van der Watt,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Brakpan and writ of execution dated 6 July 1993, the property listed hereunder will be sold in execution on 18 March 1994 at 11:00, at the premises of the Sheriff of the Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain: Erf 716, Brakpan Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, held by Deed of Transfer T28126/1986.

The property is defined as a residential stand, situated at 31 Gardiner Avenue, Brakpan.

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

Main building: Plaster and brick walls under tiled roof consisting of lounge, dining-room, kitchen, pantry, two bedrooms and bathroom.

Flat consisting of two bedrooms, dining-room and kitchen.

Outbuildings: Single garage, servant's room, store-room, precast and brick walls.

The material conditions of sale are:

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

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

(c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest, etc.

(d) The purchase price shall be paid as to 10% (ten per cent) thereof or R500 (five hundred rand) whichever is the greater, on the day of the sale and the unpaid balance, together with interest on the full amount of the Judgment Creditor's claim at the rate specified in the full conditions of sale, to date of payment, within 14 (fourteen) days, to be paid or secured by a bank or building society guarantee.

(e) The property shall be sold subject to any existing tenancy.

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

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

Dated at Brakpan this 2nd day of February 1994.

P. J. Cowling, for Trollip Cowling & Janeke, First Floor, Market Building, 610 Voortrekker Street, P.O. Box 38, Brakpan. (Tel. 744-3924.) (Ref. Mr Cowling/BRV/C58/91.)

Case 9319/93

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

In the matter between **ABSA Bank Limited** (86/04794/06) (Allied Bank Division), Plaintiff, and **Jacobus Francois Smit,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 28 September 1993 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 25 March 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 846, Vandykpark Township, situated on 36 Boekenhout Street, Vandykpark, in the Township of Vandykpark, District of Boksburg, measuring 818 (eight hundred and eighteen) square metres.

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

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

The conditions of sale:

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

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

Dated at Boksburg on this the 10th day of February 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. AF6356/Mrs Teixeira.)

Case 7748/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Von Wielligh: Colleen,** First Defendant, and **Von Wielligh: Stanley John,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 18 March 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 261, Dalpark Township, Registration Division IR, Transvaal, being 18 Ysterhout Street, Dalpark, Brakpan, measuring 1 009 (one thousand and nine) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof comprising an entrance-hall, lounge, dining-room, family room, kitchen, three bedrooms, two bathrooms, double garage, servant's 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 building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Dated at Johannesburg on the 10th day of February 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 52-8666.) [Ref. Mrs Teixeira/AU0150 (AU150).]

Case 7998/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Solomon Ntereke,** First Defendant, and **Limakatso Alena Ntereke,** Second Defendant

On 11 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 17869, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17869 Vosloorus Extension 25, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H00926.)

KENNISGEWING VAN VERKOPINGS IN EKSEKUSIE

Ingevolge uitsprake van die Landdroshof van Vanderbijlpark, en lasbriewe vir eksekusie, sal die volgende onroerende eiendomme, wat spesiaal uiwinbaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 18 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 14 (veertien) dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne 14 (veertien) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Landdroshof, te Vanderbijlpark, betaalbaar moet wees teen registrasie van transport 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: 7141/93.

Vonnisskuldenaar: **Tsele Isaac Taunyana.**

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 1053, in die Evaton North-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Groot: 288 vierkante meter.

Verwysing: P3/136.

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

Saak: 7695/93.

Vonnisskuldenaar: **Mpayipeli Stephen Ngo** en **Sarah Anna Ngo.**

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 333, in die Sebokeng-dorpsgebied, Eenheid 6, Uitbreiding 1, Registrasieafdeling IQ, Transvaal.

Groot: 308 vierkante meter.

Verwysing: P3/160.

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

Saak: 7703/93.

Vonnisskuldenaar: **Vikosi Phillip Mzankomo** en **Ethel Mzankomo.**

Eiendom: Perseel 3538, in die Stretford-dorpsgebied-uitbreiding 1, Registrasieafdeling IQ, Transvaal.

Groot: 273 vierkante meter.

Verwysing: P3/157.

Beskrywing: Tweeslaapkamerhuis met sitkamer, kombuis en badkamer.

Saak: 5202/92.

Vonnisskuldenaar: **Sizakele Sylvia Ntinezo.**

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 1918, in die Evaton North-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Groot: 280 vierkante meter.

Verwysing: P2/165.

Beskrywing: Tweeslaapkamerhuis met sitkamer, kombuis en badkamer.

Saak: 3748/91.

Vonnisskuldenaar: **Manasi Samuel Mtembu.**

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 2894, in die Evaton West-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Groot: 300 vierkante meter.

Verwysing: P1/615.

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

Gedateer te Vanderbijlpark op hede die 4de dag van Februarie 1994.

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

Saak 66842/93

IN DIE LANDDROSHOF VIR DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk** (handeldrywende as Trustbank), Eiser, en **Heinrich Wilhelm Piater,** Verweerder

'n Verkoping word gehou te Balju, Pretoria-Suid, Strubenstraat 142, Pretoria, op 16 Maart 1994 om 10:00, van:

Erf 1206, Pierre van Ryneveld-uitbreiding 2-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 947 vierkante meter, gehou kragtens Akte van Transport T36967/1982 (Hertzoglaan 66, Pierre van Ryneveld Park, Verwoerdburg).

Besonderhede word nie gewaarborg nie: 'n Platdaksiersteenwoning, drie slaapkamers, twee badkamers, aparte toilet, sitkamer, eetkamer, studeerkamer, TV-/gesinskamer, kombuis, motorhuis, bediendetoilet en Wendy-huis en swembad. Daar is 'n kantoor aan die motorhuis gebou. Die eiendom is omhein met voorafvervaardigde betonmure en steenmure.

Besigtig voorwaardes by Balju, Messcorhuis, Margarethastraat 30, Riverdale, Pretoria.

D. C. Beukes, vir Tim du Toit & Kie Ing. (Tel. 320-6753.) (Verw. Beukes/hs.)

Case 10911/93
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 **Pearson, Joseph Acton,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 18 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, Springs, 56 12th Street, Springs prior to the sale:

Certain Erf 463, situated in the Township of Petersfield Extension 1, Registration Division IR, Transvaal, being 6 Riet Street, Petersfield Extension 1, Springs, measuring 1 000 (one thousand) 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, family room, laundry, work room, four bedrooms, two bathrooms with outbuildings with similar construction comprising of double garage and carport.

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

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

Dated at Johannesburg this 8th day of February 1994.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/P182.)

Saak 40476/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Wilkinson, D. M.,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 19 Julie 1993, sal die onderstaande eiendom op 17 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 1 van Erf 345, geleë in die dorpsgebied Daspoort, Registrasieafdeling JR, Transvaal, bekend as Hermanstraat 333, Daspoort, gesoneer vir 'n woonhuis.

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

Verbandhouer: Saambou, Andriesstraat 227, 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 prokureurs en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

Gedateer te Pretoria op hede die 7de dag van Februarie 1994.

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

Saak 59355/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Cave, G.,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 1 Oktober 1993, sal die onderstaande eiendom op 17 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 2463, geleë in die dorpsgebied Danville, Registrasieafdeling JR, Transvaal, bekend as Duffstraat 66, Danville, gesoneer vir 'n woonhuis.

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

Verbandhouer: Saambou, Pretoriusstraat 227, 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 7de dag van Februarie 1994.

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

Saak 68626/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **De Beer J. H.,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 17 November 1993, sal die onderstaande eiendom op 17 Maart 1994 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstrate, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 2 van Erf 266, geleë in die dorpsgebied Claremont, Pretoria, Registrasieafdeling JR, Transvaal, bekend as Weirstraat 986, Claremont, Pretoria, gesoneer vir pypsteel woonhuis.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, toilet, badkamer, drie slaapkamers, bediendekamer en toilet en swembad.

Verbandhouer/s: Volkskasbank, 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 bougenootskapswaarborg 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 7de dag van Februarie 1994.

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

Saak 3104/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayalethu Home Loans (Pty) Ltd,** Eiser, en **S. J. Mnguni,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 18 Maart 1994 om 10:00, per publieke veiling deur die Balju Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 3390, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Qwaqwa-uibreiding 5, gehou kragtens Grondbrief TL57150/91, grootte 200 (twee nul nul) 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% 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 Witbank op hierdie 4de dag van Februarie 1994.

J. van Rensburg, vir Bezuidenhout van Zyl, p.a. Harvey Nortje Ingelyf, Smuts Park, hoek van Smutslaan en Northey-straat, Posbus 727, Witbank.

Case 26199/93
PH 376

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **N.B.S. Bank Limited,** Plaintiff, and **Guenther, Robert James,** First Defendant, and **Guenther, Bronwynne Ann,** Second Defendant

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the property listed hereunder will be sold in execution on Wednesday, 16 March 1994 at 14:30, at Unit 2, Northview, 45 Richards Drive, Halfway House, to the highest bidder:

Portion 3 of Holding 250, President Park Agricultural Holdings, Registration Division IR, Transvaal, measuring 8843 square metres, held by Deed of Transfer T68360/92.

No warranty or undertaking is given in relation to the nature of the property, which is described as follows: Main building, single storey, brick and painted plaster walling, tiled roof, lounge and dining-room combined, kitchen, scullery, two bedrooms, bathroom, shower and w.c.

Additional features: Fenced with gates and paved terrace.

The material terms of the sale are:

1. The sale will be held by public auction and without reserve and will be voetstoos.

2. Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Supreme Court's Office, Midrand.

3. 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.

4. The purchase price shall be paid as to a deposit of 10% (ten percent) thereof, together with the auction charges of the Sheriff of the Supreme Court and Value-Added Tax (if applicable), both immediately after the sale, in cash or bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at the rate of 17,25% (seventeen comma two five per cent) per annum, subject to variation in terms of the rates charged by the Plaintiff from time to time from the date of sale to date of payment, on the preferent creditor's claims to be paid or secured by an approved bank or building society guarantee within 14 (14) days from date of sale.

5. The property shall be sold subject to any existing tenancy.

6. Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Plaintiff, the deposit referred to in 4. above, without prejudice to any claim against him for damages, alternatively to enforce the sale.

Signed at Sandton on this the 4th day of February 1994.

Hertzberg-Margolis (Sandton), Ninth Floor, Twin Towers West, Sandton City, 2199; P.O. Box 784740, Sandton, 2146, c/o Hertzberg-Margolis, Third Floor 30, Ameshoff Street, Braamfontein. (Tel. 883-2710.) (Ref. W. Fullard.)

Saak 7120/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Nedcor Bank Limited** (Reg. No. 51/00009/06), Eiser, en **Letooana Isaac Mokoena,** Eerste Verweerder, en **Lelaelo Francina Mokoena,** Tweede Verweerder

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 13 Desember 1993, die Verweerders se reg op huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 18 Maart 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van:

Perseel 291, in die dorpsgebied Sebokeng, Eenheid 10, Registrasieafdeling IQ, Transvaal, groot 326 (driehonderd ses-en-twintig) vierkante meter.

Verbeterings (ten opsigte waarvan geen waarborge gegee word nie): Drie slaapkamerhuis met sitkamer, kombuis en badkamer.

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 Landdroshowewet 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 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 Geregsbode voor die verkoping uitgelees word.

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

Gedateer te Vanderbijlpark op hede die 9de dag van Februarie 1994.

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

Case 11533/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Boy Mtshelekwawa Kalipile,** First Defendant, and **Ntombizodwa Bellah Kalipile,** Second Defendant

On 11 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 327, Vosloorus Extension 8, Registration Division IR, Transvaal, situated at 327 Vosloorus Extension 8, Boksburg.

Improvements: Detached single storey brick residence consisting of three bedrooms, one and a half bathrooms, 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 10th day of February 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H00980.)

Case 53253/93
PH 346

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Clifford Thomas Dean,** Defendant

Pursuant to a judgment of the above Honourable Court dated 19 August 1993 and a warrant of execution, dated 22 November 1993, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 25 March 1994 at 10:00, in front of the Court-house, Fox Street, Johannesburg:

Certain: Erf 366, Linmeyer, Registration Division IR, Transvaal, situation 226 South Rand Road, Linmeyer.

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

Main building: Face brick dwelling under tiled roof, consisting of kitchen, bathroom, separate toilet, lounge, dining-room, bar and three bedrooms.

Outbuildings: Single garage, servant's room with toilet and shower, established garden with pool, brick paved driveway and garden path. Yard walled with pre-cast walls.

Area 817 square metres, property is held under Deed of Transfer T40208/90.

Terms: The purchase price shall be paid as to ten per cent (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 an unconditional or approved bank or building society guarantee within fourteen (14) days of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, at 10 Sheffield Street, Turffontein.

Dated at Johannesburg on this the 8th day of February 1994.

Israelsohn von Zwiklitz, Hunts Corner, 20 New Street South, P.O. Box 6467, Johannesburg, 2000. (Tel. 833-5514.) (Ref. BR3254/COLL/PM/JB.)

Case 2038/91

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Tlali Edward Malekele,** First Defendant, and **Segametsi Elizabeth Malekele,** Second Defendant

On 11 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 18217, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 18217, Vosloorus Extension 25, 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' 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 31st day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs Pinheiro/HS3695.)

Saak 2640/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited,** Eiser, en **R. N. Bila,** Eerste Verweerder, **P. N. Bila,** Tweede Verweerder, en **A. Bila,** Derde Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 29 April 1992, en 'n lasbrief vir eksekusie gedateer 12 Oktober 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder, op Woensdag, 16 Maart 1994 om 10:00, deur die Balju vir die Landdroshof, te Johriahof, Du Plessisstraat, Alberton:

Sekere: Al die reg, titel en belang in en tot Erf 33, Siluma View-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Erf 33, Siluma View-dorpsgebied, groot 440 vierkante meter, gehou deur Rubene Noa Bila, Primrose Nomawethu Bila en A. Bila, gehou onder Akte van Transport TL33106/1990.

Sonering: Residensieel.

Spesiale gebruiksvergunnings of vrystellings: Geen.

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

Hoofgebou: Teëldak met gepleisterde en geverfde mure bestaande uit sitkamer, twee slaapkamers, kombuis, badkamer en toilet.

Buitegeboue: Geen.

Terme en voorwaardes van verkoping:

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

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

Gedateer te Alberton op hede die 2de dag van Februarie 1994.

E. Ungerer, vir Klopper Jonker Ing., Eerste Verdieping, Terracegebou, Eaton Terrace, 1 New Redruth; Posbus 6, Alberton, 1450. (Tel. 869-2241.) (Verw. EU/PP/N46.)

Saak 4722/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Applikant, en **Maré Johannes Albertus,** Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 12 Junie 1993, en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op 16 Maart 1994 om 10:00, by die kantore van die Balju te Strubenstraat 142, Pretoria, aan die hoogste bieder:

Hoewe 11, Timsrand-landbouhoewes, Registrasieafdeling JR, Transvaal, geleë te Plot 11, Dassiestraat, Timsrand, Sandton, groot 2,5705 (twee komma vyf sewe nul vyf) vierkante meter, geleë te Plot 11, Dassiestraat, Timsrand, Sandton.

Sonering: Plot.

Die reserweprys is geen; onderworpe aan bekragtiging.

Die eiendom bestaan uit klinkersteen plat sinkdak, drie slaapkamers, twee badkamers, twee aparte toilette, sitkamer, eetkamer, TV/gesinskamer, kombuis en opwaskamer, vloer is bedek met mat, dubbelmotorhuis en vier bediendekamers, toegeruste boorgat en draadomheining.

Terme en voorwaardes:

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

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

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

Tim du Toit & Kie. Ing., Sewende Verdieping, Nedbank Mall-gebou, Commissionerstraat 145, Johannesburg; Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Fax. (011) 331-9700.] (Verw. W. A. du Randt/tvr/M74.)

Case 12217/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Matli Jonas Masobe,** First Defendant, and **Puleng Sebina Masobe,** Second Defendant

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

Certain Erf 13228, Vosloorus Extension 22, Registration Division IR, Transvaal, situated at 13228 Vosloorus Extension 22, Boksburg.

Improvements: Vacant stand.

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

2. The purchaser shall pay 10% (ten per 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 1st day of February 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H704.)

Case 3331/91

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Seretse George Matsepe,** Defendant

On 11 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 6422, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 6422 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 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 31st day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs Pinheiro/HS3534.)

Saak 7113/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Velile Alfred Magwa,** Eerste Verweerder, en **Ntombizodwa Elizabeth Magwa,** Tweede Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof, en 'n lasbrief vir eksekusie gedateer 20 Desember 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 25 Maart 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 3128, geleë in die Evaton-Wes-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 311 (driehonderd en elf) 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 14 dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne 14 dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Landdroshof, te Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die genoemde reg in die naam van die koper.

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

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

Geteken te Vanderbijlpark hierdie 2de dag van Februarie 1994.

Du Plessis & Pieterse, Prokureur vir Eiser, Calance House 1, President Krugerstraat, Vanderbijlpark. (Verw. A1579/J. M. Pieterse/mev. Harmse.)

Saak 7112/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Ishmael Msibi,** Eerste Verweerder, en **Mantitikeng Selina Msibi,** Tweede Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof, en 'n lasbrief vir eksekusie gedateer 20 Desember 1993, sal die Verweerders se reg op huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op 25 Maart 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 3170, geleë in die Evaton-Wes-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 300 (driehonderd) 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 14 dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne 14 dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Landdroshof, te Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die genoemde reg in die naam van die koper.

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

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

Geteken te Vanderbijlpark hierdie 2de dag van Februarie 1994.

Du Plessis & Pieterse, Prokureur vir Eiser, Calance House 1, President Krugerstraat, Vanderbijlpark. (Verw. A1578/J. M. Pieterse/mev. Harmse.)

Case 2507/90

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nhlahla Gordan Mkhize,** First Defendant, and **Babra Cornelia Mkhize,** Second Defendant

On 11 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 1151, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 1151 Vosloorus Extension 3, Boksburg.

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

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

2. The purchaser shall pay 10% (ten per centum) of the price plus 4% (four per centum) Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable 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 31st day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H01081.)

Case 10897/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Fanie Jerry Maake,** First Defendant, and **Jorce Maake,** Second Defendant

On 11 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 1828, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 1828 Vosloorus Extension 3, Boksburg.

Improvements: Detached single storey brick residence consisting of two bedrooms, one and a half 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 31st day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H00971.)

Case 9947B/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Bhekabanye John Mkhize,** Defendant

On 11 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 20178, Vosloorus Extension 30, Registration Division IR, Transvaal, situated at 20178 Vosloorus Extension 30, 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 31st day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H00953.)

Case 11414/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Solly Jabulani Mayisela,** First Defendant, and **Jabulisiwe Rejoyce Mayisela,** Second Defendant

On 11 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 17853, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17853 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 31st day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H00977.)

Case 13397/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Alice Mmabatho Lebina,** Defendant

On 11 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 17052, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17052 Vosloorus Extension 25, Boksburg.

Improvements: Detached single storey brick residence consisting of two bedrooms, bathrooms, 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 1st day of February 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H01021.)

Case 12741/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Sikhosana James Nyembe,** First Defendant, and **Sibongile Catherine Mkhwanazi,** Second Defendant

On 11 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 20609 Vosloorus Extension 30, Registration Division IR, Transvaal, situated at 20609 Vosloorus Extension 30, 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 1st day of February 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H999.)

Case 47286/93
PH 346

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Jacci Levy,** First Defendant and **Paul Rafael Pestana,** Second Defendant

Pursuant to a judgment of the above Honourable Court, dated 20 October 1993, and a warrant of execution dated 6 December 1993, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 8 April 1994 at 10:00, in front of the Court-house, Fox Street, Johannesburg:

Certain: Portion 2 of Erf 78, Norwood, Registration Division IR, Transvaal, situation 48 Ivy Road, Norwood.

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

Main building: Dwelling consisting of lounge, dining-room, two bedrooms, two bathrooms and kitchen. *Cottage:* Consisting of bedroom, bathroom and kitchen. *Outbuildings:* Maid's room, bathroom and swimming-pool. *Area:* 495 square metres.

Property is held: Under Deed of Transfer T5505/92.

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 an unconditional or approved bank or building society guarantee within fourteen (14) days of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, at A4 Sanlam Industrial Park, Prop Street, Off John Street, Selby.

Dated at Johannesburg on this the 7th day of February 1994.

Israelsohn von Zwiklitz, Hunts Corner, 20 New Street South, Johannesburg, 2001, P.O. Box 6467, Johannesburg, 2000. (Tel. 833-5514.) (Ref. BR2922/Coll/PM/JB.)

Case 5718/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Lodewickus Johannes Olivier,** Defendant

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

Certain: Erf 156, Morganridge Extension 2, Registration Division IR, Transvaal, situate at 12 Diaz Street, Morganridge Extension 2, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944 and the other conditins 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 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 Sheriffs office and will be read out prior to the sale.

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H00893.)

Saak 23858/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Ernest Edward van den Berg,** Verweerder

'n Verkoping word gehou te Balju, Pretoria-sentraal, NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 15 Maart 1994 om 10:00 van:

Deel 49, soos getoon en vollediger beskryf op Deelplan SS99/1981 in die gebou of geboue bekend as RNS Mansions, geleë in die dorpsgebied Sunnyside, Plaaslike Bestuur, Stadsraad van Pretoria, welke deel die vloeroppervlakte volgens voormelde Deelplan 67 (sewe-en-sestig) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond of gebou of geboue soos getoon en vollediger beskryf op genoemde deelplan, toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, gespesifiseer in 'n bylae op genoemde deelplan aangeteken.

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST99/1981 (49) (Unit) (RNS Mansionswoonstelle 508, Kotzestraat 255, Sunnyside, Pretoria.)

Besonderhede word nie gewaarborg nie.

Woonstel, steengeboude sinkdak, met 'n portaal, sitkamer, eetkamer, kombuis, slaapkamer, badkamer, warmwaterstelsel, sementplafonne, volvloermatte.

Besigtig voorwaardes by Balju, Pretoria-sentraal, Messcorhuis, Margarethastraat 30, Pretoria.

D. C. Beukes, vir Tim du Toit & Kie Ing. (Tel. 320-6753.) (Verw. Beukes/hs.)

Saak 323/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Hendrik Johannes Heyns,** Verweerder

'n Verkoping word gehou te Balju, Pretoriasentraal, NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 15 Maart 1994 om 10:00, van:

Deel 4 soos getoon en vollediger beskryf op Deelplan SS11/1987 in die skema bekend as Aqua Villa, ten opsigte van die grond en gebou of geboue geleë te Erf 282, Sunnyside, Pretoria, Transvaal (Plaaslike Owerheid Stadsraad van Pretoria), van welke deel die vloeroppervlakte volgens voormelde Deelplan 55 (vyf-en-vyftig) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue soos getoon en vollediger beskryf op genoemde deelplan, toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, gespesifiseer in 'n bylae op genoemde deelplan aangeteken.

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST 11/87 (4) (unit). (Aqua Villa 104, Bourkestraat 1289, Sunnyside, Pretoria.)

Besonderhede word nie gewaarborg nie.

Woonstel: Twee slaapkamers, woon-/sit-/eetkamer, badkamer, warmwatertoestel, toilet, kombuis, volvloermatte en toesluit motorhuis.

Besigtig voorwaardes by Balju, Messcorhuis, Margarethastraat 30, Pretoria.

D. C. Beukes, vir Tim du Toit & Kie Ing. (Tel. 320-6753.) (Verw. Beukes/hs.)

Saak 15833/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Regspersoon van Suncrest,** Eiser, en **J. J. J. Pretorius,** Verweerder

Ingevolge 'n vonnis van die Landdroshof, Pretoria, en lasbrief vir eksekusie gedateer 27 Augustus 1993, sal die onderstaande eiendom geregtelik verkoop word deur die Balju, Pretoria-Sentraal, op Dinsdag, 15 Maart 1994 om 10:00, te Sinodalesentrum, Visagiestraat 234, Pretoria, naamlik:

Deel 55, soos getoon en vollediger beskryf op Deelplan SS8/85 in die skema bekend as Suncrest ten opsigte van die grond of gebou of geboue geleë te Erf 68, Trevenna, Plaaslike Owerheid, Pretoria, van welke deel die vloeroppervlakte volgens genoemde Deelplan 47 (vier sewe) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken.

Gehou kragtens Akte van Transport ST62093/92, bekend as Suncrest 311, Esselenstraat 26, Sunnyside, Pretoria.

Onderworpe aan die voorwaardes daarin vermeld.

Verbeterings: Woning bestaan uit: Woonstel met enkelgeriewe.

Die bovermelde eiendomsbeskrywing word geensins gewaarborg nie.

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

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

Die verkoping geskied volgens verdere verkoopvoorwaardes wat ter insae lê gedurende kantoorure by die kantoor van die Balju te Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Pretoria, en te die kantoor van die Eiser se prokureurs.

Geteken te Pretoria op hede hierdie 9de dag van Februarie 1994.

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

Saak 6176/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **Victor Stander,** Eiser, en **Rob Harrison,** Verweerder

Geliewe kennis te neem dat ingevolge 'n vonnis en lasbrief vir eksekusie gedateer 27 Julie 1993, van die Landdroshof vir die distrik Pietersburg, sal die ondergemelde onroerende eiendom deur die Balju in eksekusie verkoop word op 16 Maart 1994 om 10:00, voor die Landdroskantoor, Landdros Maréstraat, Pietersburg, aan die hoogste bieder:

Eiendom: Hoewe 125, geleë te Dalmada-landbouhoewes, Pietersburg, Registrasieafdeling LS, Transvaal, groot 2,0215 hektaar.

Geteken te Pietersburg hierdie 28ste dag van Januarie 1994.

H. S. G. Smit, vir Rampie Smit & Klopper, Prokureurs vir Eiser, Tweede Verdieping, Smit-Joubertgebou, Vorsterstraat 26, Pietersburg. (Verw. R. Smit/MVA/S8045.)

Case 9477/93
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 **Christodoulou, Basilios,** 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 17 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 3382, situated in the Township of Glenvista Extension 6, Registration Division IR, Transvaal, being 3382 Thaba Bosigo Street, Glenvista Extension 6, Johannesburg, measuring 1 073 (one thousand and seventy-three) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: 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 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 R200 (two hundred rand).

Dated at Johannesburg this 9th 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/C.158.)

Case 29058/92
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nerpath, Aswin Choudree,** First Defendant, and **Nerpath, Indrisne,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 17 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 1294, Lenasia Extension 1 Township, Registration Division IQ, Transvaal, area 563 (five hundred and sixty-three) square metres, situation: Erf 1294 (No. 1), corner of Sparrow and Sunbird Avenues, Lenasia Extension 1.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, one and a half bathroom, kitchen, lounge/dining-room, family room, garage, double carport, servants' quarters, servant's toilet with precast walls around property.

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

Dated at Johannesburg on this the 4th 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. Foreclosures N5:NT262.)

Case 484/93
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Ferndor Investments (Proprietary) Limited,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 9 Elna Randhof Building, corner of Selkirk and Blairgowrie Drives, Randburg, on Tuesday, 15 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 151, Kya Sand Extension 3 Township, Registration Division IQ, Transvaal, area 2 804 (two thousand eight hundred and four) square metres. *Situation:* 3 Koevoet Street, Kya Sand Extension 3, Randburg.

Improvements (not guaranteed): A building under slate roof consisting of four offices, cloakroom, kitchen and store-room with meat processing plant.

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

Dated at Johannesburg on this the 4th 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. ForeclosuresN4:NB76.)

Case 31417/93
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Hoyle, Melvyn Darcy,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg, on 17 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 805, situated in the Township of Parkhurst, Registration Division IR, Transvaal, being 3 14th Street, Parkhurst, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

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

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

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

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

Dated at Johannesburg this 4th day of February 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorney, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/H.201.)

Case 19383/93
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 **Harris, Ruwayda Natasha,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 17 March 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain: Erf 15, situated in the Township of Zakariyya Park Extension 1, Registration Division IQ, Transvaal, being 15 Samphire Street, Zakariyya Park Extension 1, measuring 760 (seven 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, pantry, separate toilet, three bedrooms, two bathrooms with outbuildings with similar construction comprising of three garages, servant's room, bathroom, laundry, store-room, toilet and swimming-pool.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 the sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorney, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/H.185.)

Case 26616/93
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 **Nkukwane, Tereka Gys,** First Execution Debtor, and **Nkukwane, Mosselina Ntombizifikile Lishia,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 18 March 1994 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuw-poort Street, Boksburg, prior to the sale:

Certain: Erf 151, situate in the Township of Freeway Park, Registration Division IR, Transvaal, being 4 Hawson Road, Freeway Park, Boksburg, measuring 1 952 (one thousand nine hundred and fifty-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, family room, study, bar, three bedrooms, two bathrooms with outbuildings with similar construction comprising of double garage, three carports, toilet and store-room 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 fourteen (14) days from the date of sale.

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

Dated at Johannesburg this 7th day of February 1994.

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/avb/N211.)

Case 12797/92
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **ZN Properties 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, Ground Floor, Fleuor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 18 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 94, Rivonia Extension 7 Township, Registration Division IR, Transvaal, area 3 794 (three thousand seven hundred and ninety-four) square metres.

Situation: 3 Vickers Road, Rivonia Extension 7, Sandton.

Improvements (not guaranteed): A house under tiled roof consisting of four bedrooms, two and a half bathrooms, kitchen, lounge, dining-room, family room, double garage, store-room, swimming-pool, tennis court, servants' quarters, servant's toilet with precast and brick walls around property.

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

Dated at Johannesburg on 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. ForeclosuresN1:NS39.)

Saak 3852/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited,** Eiser, en **B. W. Selepe,** Eerste Verweerder, en **M. L. Selepe,** Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 11 Junie 1992, en 'n lasbrief vir eksekusie gedateer 4 Junie 1992, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 16 Maart 1994 om 10:00, deur die Balju vir die Landdroshof te Johriahof, Du Plessisstraat, Alberton, naamlik:

Sekere: Al die reg, titel en belang in en tot Erf 10926 (ou no. 255), Tokoza-uitbreiding 1, Registrasieafdeling IR, Transvaal, ook bekend as Erf 10926 (ou no. 255) Tokoza-uitbreiding 1, groot 260 vierkante meter.

Gehou deur: Boy Wilmot Selepe en Malife Lillian Selepe, onder Akte van Transport TL54981/1989.

Sonering: Residensieel.

Spesiale gebruiksvergunnings of vrystellings: Geen.

Die Vonnisskuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: Teëldak met geverfde buitemure bestaande uit sitkamer, kombuis, twee slaapkamers en badkamer met toilet.

Buitegeboue: Geen.

Terme en voorwaardes van verkoping:

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

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

Gedateer te Alberton op hede die 7de dag van Februarie 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. E. Ungerer/PP/N52.)

Case 18429/93

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Thelma Mahlape Mokhele,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve will be held by the Sheriff of Brits, at the office of the Sheriff, at 46 Ludorf Street, Brits, on 18 March 1994 at 08:30, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff prior to the sale:

Certain: Erf 1290, Lethlabile B Extension 1, Registration Division JQ, Transvaal, measuring 216 square metres, held by Deed of Transfer TL83003/1992.

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

Improvements: A dwelling consisting of a lounge, kitchen, two bedrooms, bathroom and toilet.

Reserve price: Without reserve.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer to be secured by a bank or building society or other guarantee, acceptable to the Plaintiff's attorneys, to be furnished to the Sheriff within 30 (thirty) days from the date of the sale.

Auctioneer's charges: Payable on the date of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter at 3% (three per cent) on the balance, subject to a maximum fee of R6 000 (six thousand rand), and a minimum fee of R50 (fifty rand).

Dated at Pretoria on this the 14th day of January 1994.

Savage Jooste & Adams Inc., Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mr Leinberger/RM/J35.)

Saak 3974/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Eskom Finance Company (Pty) Ltd,** Eiser, en **Mboshwa William Mtshweni,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof van Witbank, en 'n lasbrief vir eksekusie gedateer 18 Oktober 1993, sal die vaste eiendom hierin genoem, in eksekusie verkoop word voor die Landdroshof, Delvillestraat, op Vrydag, 11 Maart 1994 om 10:00:

Erf 1433, Uitbreiding 3, Kwa Guqa, Witbank, Registrasieafdeling JS, Transvaal, grootte 289 (tweehonderd nege-en-tagtig) vierkante meter.

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

Gedateer te Witbank op hierdie 25ste dag van Januarie 1994.

Van Heerden & Brummer Ingelyf, Prokureurs vir Eiser, Derde Verdieping, Disagebou, Escombestraat, Privaatsak X7286, Witbank, 1035. (Verw. mev. Els/4877-52850.)

Case 22778/93
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 **Cohen, Andreena Millar,** First Execution Debtor, and **Cohen, Harry,** 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 Ground Floor, Fluor House, 100 Grayston Road, Sandown, on 18 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, Sandton, Ground Floor, Fluor House, 100 Grayston Road, Sandown, prior to the sale:

Certain Erf 356, situated in the Township of River Club Extension 3, Registration Division IR, Transvaal, being 2 Oryx Place, River Club Extension 3, Bryanston, measuring 2 000 (two thousand) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance-hall, three bedrooms, two bathrooms, with outbuildings with similar construction, comprising two garages, two servants' rooms and bathroom.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance 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 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/C.185.)

Saak 7522/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Beperk,** Eise, en **Catharina Jacoba Jansen van Vuuren,** Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie, gedateer 24 November 1993, sal die Verweerder se volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 18 Maart 1994 om 10:00, by die Landdroshof, Vanderbijlpark, te wete:

Erf 893, geleë in die Vanderbijlpark South West 5-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 151 (een een vyf een) vierkante meter.

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

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die regte van 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, Vanderbijlpark, betaalbaar moet wees teen registrasie van transport 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 2de dag van Februarie 1994.

Du Plessis & Pieterse, Prokureur vir Eiser, Calance House 1, President Krugerstraat, Vanderbijlpark. (Verw. A1557/J. M. Pieterse/mev. Harmse.)

Saak 9634/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk,** Eiser (Eksekusieskuldeiser), en **C. J. de Beer,** Verweerder (Eksekusieskuldenaar)

Ten uitvoerlegging van die vonnis hierin toegestaan, en die daaropvolgende kennisgewing van beslaglegging, gedateer 7 Januarie 1994, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 24 Maart 1994 om 10:00, by die kantore van die Balju, Lochstraat 51, Meyerton:

Beskrywing: Sekere verbeterde eiendom geleë in die dorpsgebied Glen Donald, Registrasieafdeling IQ, Transvaal, synde Hoewe 38, groot 2,1561 (twee komma een vyf ses een) hektaar. (Drieslaapkamerwoning, twee en 'n halwe badkamers, drie motorhuise, teëldak, draadomheining, boorgat en bediendekamer.)

Die straatadres van die eiendom is Hoewe 38, Glen Donald-landbouhoewes, distrik Meyerton.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder uitgevaardig, die voorwaardes bevat in die akte/s van transport, en sal verkoop word aan die hoogste bieder sonder enige reserwe.

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

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

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

Gedateer te Vereeniging op hierdie 2de dag van Februarie 1994.

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

Case 4235/91

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Martin Edward Groep,** First Defendant, and **Talesine Minnie Groep,** Second Defendant

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

Certain Portion 162 (a portion of Portion 1), of Erf 846, Reiger Park Extension 1, Registration Division IR, Transvaal, situated at 162 Johnny Arends Street, Reiger Park Extension 1, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1994, 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 3rd day of February 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/HS1600.)

Saak 7190/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Moramang Andries Kheswa,** 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 Vrydag, 18 Maart 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 5 van Erf 524, geleë in die dorpsgebied Evaton, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T13913/90, groot 356 (driehonders ses-en-vyftig) 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.

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 Vanderbijlpark hierdie 4de dag van Februarie 1994.

Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark.

Saak 7192/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLARK

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Bongekile Ntombiyenkosi Mchunu,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal die onergenoemde eiendom as 'n eenheid op Vrydag, 18 Maart 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 523, geleë in die dorpsgebied Sebokeng Eenheid 7, Uitbreiding 1, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T34374/89, groot 494 (vierhonderd vier-en-negentig) 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.

Die wesentlike voorwaardes van verkoop:

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 Vanderbijlpark hierdie 3de dag van Februarie 1994.

Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark.

Saak 6612/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Willem Jacobus Conradie,** Verweerder

'n Verkoping word gehou te Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, op 16 Maart 1994 om 10:00, van:

Gedeelte 13 van Erf 1229, Waterkloof-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 691 vierkante meter, gehou kragtens Akte van Transport T15423/1988, beter bekend as Santaigo Palms 16, Palm Oord, Waterkloof, Pretoria.

Besonderhede word nie gewaarborg nie: Luukse meenthuis bestaande uit drie slaapkamers, twee badkamers, aparte toilet, sitkamer, eetkamer, kombuis, studeerkamer, twee motorhuise, swembad, bediendekamer en toilet.

Besigtig voorwaardes by Balju, Pretoria-Oos, Strubenstraat 142, Pretoria.

D. C. Beukes, vir Tim du Toit & Kie Ing. (Tel. 320-6753.) (Verw. Beukes/rk.)

Case 20849/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Syfrets Mortgage Nominees Limited,** Plaintiff, and **F E Properties (Pty) Limited,** First Defendant, **T C Properties (Pty) Limited,** Second Defendant, **Yeltrah Properties (Pty) Limited,** Third Defendant, **Metlec Sales (Pty) Limited,** Fourth Defendant, **W. Bermeister (Pty) Limited,** Fifth Defendant, and **Bermeister, Roy Selwyn,** Sixth Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 17 March 1994 at 10:00, of the undermentioned properties of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

1. Erf 29, Salisbury Claims Extension 1 Township, Registration Division IR, Transvaal, measuring 1 016 (one thousand and sixteen) square metres.

2. Erf 30, Salisbury Claims Extension 1 Township, Registration Division IR, Transvaal, measuring 731 (seven hundred and thirty-one) square metres.

3. Erf 31, Salisbury Claims Extension 1 Township, Registration Divison IR, Transvaal, measuring 714 (seven hundred and fourteen) square metres.

4. Erf 32, Salisbury Claims Extension 1 Township, Registration Division IR, Transvaal, measuring 1 363 (one thousand three hundred and sixty-three) square metres.

Situation: Corner of Kruis and Salisbury Streets, Johannesburg.

Improvements (not guaranteed): Several single storey structures built of brick comprising shops, showroom, workshops, stores and ablution facilities. The floor area which can be leased measures approximately 2 743 (two thousand seven hundred and forty-three) square metres.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) within a maximum fee of R6 000 (six thousand rand) and a minimum of Rl100 (one hundred rand).

Dated at Johannesburg this 7th day of February 1994.

B. A. Wimpey, for D. M. Kisch Inc., Plainiff's Attorneys, Syfrets Park, 23 Girton Road, Parktown, Johannesburg. (Tel. 484-4122.)

Case 8559/91

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Bongani Helman Mavimbela,** First Defendant, and **Mary Ntombizodwa Tshabalala,** Second Defendant

On 11 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 16876, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 16876 Vosloorus Extension 25, 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 31st day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H77.)

Case 4479/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Thokozani Charles Mbata,** Defendant

On 11 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 18333, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 18333 Vosloorus Extension 25, Vosloorus, 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 31st day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H409.)

Case 8661/93

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

In the matter between **NBS Bank Limited,** formerly trading as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Dudu Maria Mkhize,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 8 September 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 25 March 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Stand 16815, Vosloorus Extention 26 Township, Registration Division IR, Transvaal, situated on 16815 Vosloorus Extention 26, in the Township of Vosloorus Extension 26, District of Boksburg, measuring 308 (three hundred and eight) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick, plaster and paint, tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., fenced and gates.

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7681/Mrs Pierce.)

Case 1005/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Maro Paphitis,** 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 30 March 1994 at 10:00, to the highest bidder:

Certain Erf 455, situated in the Township of Constantia Park, Registration Division JR, Transvaal, measuring 1 108 square metres, situated at 477 Grunberger Street, Constantia Park.

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.

The following improvements are known of which nothing is guaranteed: *Description of property:* Dwelling, lounge, dining-room, kitchen, Scullery, study room, TV-room, three bedrooms, two bathrooms, two w.c.'s and shower. *Outbuildings:* Double garage, servant's room and w.c. *Other improvements:* Gates, paving and driveway.

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 11th day of February 1994.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1128.)

Saak 142/94

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

In die saak tussen **Saambou Bank Beperk,** voorheen bekend as Saambou-Nasionale Bouvereniging Beperk (Reg. No. 87/05437/06), Eiser, en **P. M. Tsoeu,** Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie, gedateer 24 Januarie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 10 Maart 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere reg, titel en belang in huurpag gehou deur die Verweerder in Erf 576, Tlamatlama-dorpsgebied, Registrasie-afdeling IR, Transvaal, in die distrik Kempton Park, groot 279 (tweehonderd nege-en-sewentig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit toilet, badkamer, eetkamer, drie slaapkamers en kombuis. Buitegeboue bestaan geen.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

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

Gedateer te Kempton Park op hierdie 10de dag van Februarie 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1273/CDS246.)

Saak 21948/93

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

In die saak tussen **Saambou Bank Beperk,** voorheen bekend as Saambou-Nasionale Bouvereniging Beperk (Reg. No. 87/05437/06), Eiser, en **M. P. MaruapuM. P. Maruapula,** Eerste Verweerder, en **M. B. Maruapula,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie, gedateer 24 Januarie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 10 Maart 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere reg, titel en belang in huurpag gehou deur die Verweerder in Erf 5300, Tembisa-uitbreiding 12-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 142 (eenhonderd twee-en-veertig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit toilet, badkamer, eetkamer, twee slaapkamers en kombuis. Buitegeboue bestaan geen.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

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

Gedateer te Kempton Park op hierdie 10de dag van Februarie 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1266/CDS235.)

Saak 144/94

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

In die saak tussen **Saambou Bank Beperk,** voorheen bekend as Saambou-Nasionale Bouvereniging Beperk (Reg. No. 87/05437/06), Eiser, en **L. J. Pitjeng,** Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie, gedateer 24 Januarie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 10 Maart 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere reg, titel en belang in huurpag gehou deur die Verweerder in Erf 458, Maokeng-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 346 (driehonderd ses-en-veertig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit toilet, badkamer, eetkamer, drie slaapkamers en kombuis. Buitegeboue bestaan geen.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

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

Gedateer te Kempton Park op hierdie 10de dag van Februarie 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1274/CDS245.)

Saak 11468/92

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

In die saak tussen **Saambou Bank Beperk,** voorheen bekend as Saambou-Nasionale Bouvereniging Beperk (Reg. No. 87/05437/06), Eiser, en **S. M. Jinxi,** Eerste Verweerder, en **M. J. Seemi,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie, gedateer 17 Januarie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 10 Maart 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere reg, titel en belang in huurpag gehou deur die Verweerder in Erf 757, Umfuyaneni-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 300 (driehonderd) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit badkamer, eetkamer, toilet, twee slaapkamers en kombuis. Buitegeboue bestaan geen: Omhein met mure.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

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

Gedateer te Kempton Park op hierdie 10de dag van Februarie 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/SS1092/CDS130.)

Saak 21950/93

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

In die saak tussen **Saambou Bank Beperk,** voorheen bekend as Saambou-Nasionale Bouvereniging Beperk (Reg. No. 87/05437/06), Eiser, en **I. D. Ngwenya,** Eerste Verweerder, en **V. M. Ngwenya,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 24 Januarie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 10 Maart 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere reg, titel en belang in huurpag gehou deur die Verweerder in Erf 5440, Tembisa-uitbreiding 12-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 147 (eenhonderd sewe-en-veertig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit toilet, badkamer, eetkamer, twee slaapkamers en kombuis. Buitegeboue bestaan: Geen.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

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

Gedateer te Kempton Park op hierdie 10de dag van Februarie 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1267/CDS242.)

Case 2430/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Benjamin Jacobus Schoeman,** 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 40, as shown and more fully described on Sectional Plan SS10/77, in the scheme known as Oranjehof, in respect of the land and buildings situated at Erf 2905, in the Towhship of Pretoria, Registration Division JR, Transvaal, measuring with a floor area of 84 square metres, situated at 58 Oranjehof South, 449 Pretorius Street, Pretoria.

Terms and conditions:

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

2. The following improvements are known of which nothing is guaranteed: *Description of property:* Flat, lounge/dining-room, kitchen, two bedrooms, bathroom and w.c. *Common property facilities:* Undercover parking and garden.

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 228 Visagie Street, Pretoria.

Signed at Pretoria on this 14th day of February 1994.

Shapiro & Partners Inc., Third Floor, Shapiro Chamber, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes-MB/N1136.)

Saak 970/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayalethu Home Loans (Pty) Ltd,** Eiser, en **P. Malulieka,** 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 8 April 1994 om 11:00, te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg, titel en belang van Erf 1394, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die Soshanguve-dorpsgebied, gehou kragtens Akte van Transport van Huurpag TL2071/90, grootte 348 (driehonderd agt-en-veertig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit eetkamer, kombuis en drie slaapkamers.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 (dertig) dae na veiling.

3. Besit en okkupasie teen betaling van deposito en kostes.

4. Verdere voorwaardes by Balju vir insae.

Geteken te Pretoria-Noord hierdie 1ste dag van Februarie 1994.

C. J. van Wyk, vir Hack Stupel & Ross, p.a. Blok L9, Soshanguve, of Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk B49/130/LA.)

Saak 174/93

IN DIE LANDDROSHOF VIR DIE DISTRK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **The African Bank Limited,** Eiser, en **Z. H. Makena,** 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 8 April 1994 om 11:00, te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg, titel en belang van Erf 1379, Blok L, tesame met die verbeteringe of geboue daarop geleë in die Soshanguve-dorpsgebied, gehou kragtens Akte van Transport van Huurpag T49463/1992, grootte 410 (vierhonderd en tien) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen- en/of sement woonhuis onder sinkdak bestaande uit aparte toilet, TV-kamer, sitkamer, drie slaapkamers, studeerkamer, kombuis, badkamer en eetkamer.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 (dertig) dae na veiling.

3. Besit en okkupasie teen betaling van deposito en kostes.

4. Verdere voorwaardes by Balju vir insae.

Geteken te Pretoria-Noord hierdie 1ste dag van Februarie 1994.

C. J. van Wyk, vir Hack Stupel & Ross, p.a. Blok L9, Soshanguve, of Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk A15/109/LA.)

Saak 33741/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beheerende Liggaam van Drakensberg Regspersoon,** Eiser, en **Mev. G. J. J. Engelbrecht,** Eerste Verweerderes, en **A. S. Engelbrecht,** Tweede Verweerder

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof op 23 Junie 1993 en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieër op 17 Maart 1994 om 10:00, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, te wete:

1. a. *Akteskantoorbeskrywing:* Eenheid 40, geleë te Resterende Gedeelte 1 van Erf 652, van die skema bekend as Drakensberg, Skema SS74/82, groot 49 vierkante meter, onder geregistreerde Titelnommer ST74/82 (40) (UNIT).

b. *Straatadres:* Drakensberg 408, Skinnerstraat 195, Pretoria.

c. Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: Eenmanwoonstel (bachelor), badkamer en toilet, sitkamer en kombuis en gebou met sement en stene.

2. *Verkoopvoorwaardes:*

2.1 Die eiendom sal verkoop word, sonder reserwe aan die hoogste bieër en die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook die reëls daarkragtens neergelê.

2.2 10% (tien persent) van die koopprys sal betaalbaar wees in kontant op die dag van die verkoping.

2.3 Die volledige verkoopvoorwaardes lê vir inspeksie ter insae te die Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria, asook te die Landdroshof van Pretoria, Pretoriusstraat, Pretoria, en sal deur die Balju voor die verkoping uitgelees word.

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

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

E. Y. Stuart, Prokureur vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.) (Verw. E. Y. Stuart/AM/3923.)

Case 11086/92
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Calitz, Norma,** Defedant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 17 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 961, Winchester Hills Extension 3 Township, Registration Division IR, Transvaal, area 1 000 (one thousand) square metres, situated at 26 Pansy Street, Winchester Hills.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, servants' quarters, servant's toilet with brick walls around property.

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

Dated at Johannesburg on this the 3rd 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. Foreclosures N5:NT132.)

Case 23159/92
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Lazarus, Charles Alec,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Magistrate's Court, Westonaria, on Friday, 18 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 2439, Lenasia South Extension 2 Township, Registration Division IQ, Transvaal, area 400 (four hundred) square metres, situated at 2439 Falcon Crescent, Lenasia South Extension 2.

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

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 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 3rd 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. Foreclosures N5:NT208.)

Saak 18027/93

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 **Heletje Maria Jansen van Rensburg,** Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 9 November 1993 en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 15 Maart 1994 om 10:00, by die kantoor van die Balju, Pretoria-Sentraal, Die Sinodale Sentrum, Visagiestraat 228, Pretoria, aan die hoogste bieder verkoop word:

Sekere: Deel 32, soos getoon en vollediger beskryf op Deelplan SS104/84 in die skema bekend as POKU ten opsigte van die grond en gebou of geboue geleë te Gedeelte 1 van Erf 310, geleë in die dorpsgebied Muckleneuk, Plaaslike Bestuur, Stadsraad van Pretoria, waarvan die vloeroppervlakte volgens genoemde Deelplan 55 (vyf-en-vyftig) vierkante meter groot is, en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenstemming die deelnemingskwota soos op genoemde deelplan aangeteken. Gehou kragtens Akte van Transport ST109726/92 met straatadres bekend as Woonstel 48, POKU, Walkerstraat 491, Muckleneuk, Pretoria.

Groot 55 (vyf-en-vyftig) vierkante meter, gehou kragtens Akte van Transport ST109726/92.

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

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, Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria.

(c) Die koper sal alle nodige bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende alle oordragkostes, 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 afslaergelde op die dag van die verkoping betaal.

Die volledige verkoopvoorwaardes lê ter insae te die kantoor van die Balju, Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria.

Geteken te Pretoria op hierdie 24ste dag van Januarie 1994.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/Marie/R9359.)

Case 32173/93
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of SA Ltd,** Execution Creditor, and **Dawkshas: Leonard Ian,** 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 18 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: Erf 494, situated in the Township of Boksburg North, Registration Division IR, Transvaal, being 55A and B First Street, Boksburg North, measuring 743 (seven hundred and forty-three) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, pantry, three bedrooms, bathroom with outbuildings with similar construction comprising 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 2nd day of February 1994.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorney, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg. P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/D. 279.)

Saak 838/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In the saak tussen **Stadsraad van Meyerton,** Eiser, en **P. F. Nothnagel,** en **U. E. Nothnagel,** Verweerders

Ingevolge vonnis van die Landdroshof van Meyerton en lasbrief vir eksekusie gedateer 28 Augustus 1993, sal die ondervermelde eiendom op 17 Maart 1994 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word:

Besonderhede van die eiendom, geleë binne die distrik Vereeniging, is soos volg:

Sekere: Erf 696, Marinus Cronjestraat 7, Meyerton-uitbreiding 4, Registrasieafdeling IR, Transvaal, groot 1 441 vierkante meter (een vier vier een).

Voorwaardes:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder en sonder reserwe, en die verkoping sal onderhewig wees aan die reëls en regulasies van die Wet op Landdroshowe en die titelaktes.

2. Die koopprys sal betaalbaar wees as volg:

In kontant onmiddellik na ondertekening van die verkoopvoorwaardes, 10% (tien persent) van die koopprys of R500 watter bedrag ook al die grootste is en die balans van die koopprys binne 14 dae, daarna in kontant of verseker te word deur die lewering van 'n bevredigende bank- of bouverenigingwaarborg.

3. Die volle verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Lochstraat 6, Meyerton, en sal deur hom uitgelees word by aanvang van verkoping.

Die volgende informasie word verstrek aangaande die verbeterings maar niks word gewaarborg nie:

Die eiendom is verbeter met 'n drieslaapkamerwoonhuis, dubbel geriewe, teëldak, beton omheining en enkel motorhuis.

Aldus gedoen en geteken te Meyerton op hede die 26ste dag van Januarie 1994.

A. I. Odendaal, Lochstraat 16A, Posbus 547, Meyerton. [Tel. (016) 62-0114/5.]

Case 32029/93
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of SA Ltd,** Execution Creditor, and **Scott, Neil,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak and Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 17 March 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak and Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain: Erf 603, situated in the Township of Three Rivers Extension 1, Registration Division IQ, Transvaal, being 66 Kowie Street, Three Rivers Extension 1, Vereeniging, measuring 1 115 (one thousand one hundred and fifteen) square metres.

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

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

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

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

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

Dated at Johannesburg this 3rd day of February 1994.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorney, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg. P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/S.492/cb.)

Saak 34871/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **S A Mutual Mortgage Investment Corporation (Pty) Ltd,** Eiser, en **Mawhayi, G. P.,** Eerste Verweerder, en **Mawhayi, M. S.,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping gehou word te die kantore van die Balju vir die Hooggeregshof, Marshallstraat 131, Johannesburg, 17 Maart 1994 om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die Vendusieafslaers gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju vir die Hooggeregshof, Marshallstraat 131, Johannesburg voor die verkoping ter insae sal lê.

Erf 1215, Protea North-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Groot: 242 (twee honderd twee-en-veertig) vierkante meter.

Gehou kragtens Titelakte TL3934/1986.

(Ook bekend as Erf 1215, Mthembustraat, Protea North).

Die volgende inligting word verstrek ten aansien van verbeterings alhoewel niks in hierdie verband gewaarborg word nie: Enkelverdieping huis bestaan uit drie slaapkamers, badkamer, kombuis, sitkamer, eetkamer, familiekamer en motorhuis.

Terme: 10% (tien persent) van die kooprys in kontant op die dag van die verkoping. Ten opsigte van die balans betaalbaar teen registrasie van transport moet 'n bank- of bougenootskaps- of ander aanneembare waarborg binne 30 (dertig) dae vanaf datum van verkoping verskaf word.

Vendu koste betaalbaar op die dag van verkoping sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooi R50 (vyftig rand).

Geteken op hierdie 1ste dag van Februarie 1994.

Couzyn Hertzog & Horak, JHB Ingelyf, Eiser se Prokureurs, Posbus 2242, Johannesburg, 2000. (Tel. 333-3710.) (Verw. mnr. Van Rensburg/nb/S181.)

Saak 3075/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Beperk,** Eksekusiekuldeiser, en **J. Mpila,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 23 Julie 1993, toegestaan is, op 18 Maart 1994 om 09:00, te Erf 536, Plumerstraat 26, Uitbreiding 3, 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 536, geleë in die dorpsgebied van Witbank-uitbreiding 3, Registrasieafdeling JS, Transvaal.

Groot: 999 (nege nege nege) vierkante meter.

Gehou: Gehou kragtens Akte van Transport T12636/93.

Straatadres: Plumerstraat 26.

Die eiendom is as volg verbeter (nie gewaarborg): 'n Woonhuis met vier slaapkamers, kombuis, sitkamer, motorhuis, twee badkamers, eetkamer, studeerkamer.

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 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 Skuldeser bepaal.

Geteken te Witbank op hierdie 8ste dag van Februarie 1994.

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

Saak 571/93

IN DIE LANDDROSHOF VIR DIE DISTRIK THABAMOOPO GEHOU TE LEBOWAKGOMO

In die saak tussen **In Mora Factors,** Eiser, en **Masigita Elizabeth Mhlare,** Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 22 November 1993, en 'n lasbrief vir eksekusie, sal die onderstaande eiendom verkoop word voor die Landroskantore te Thabamoopo deur die Balju van Thabamoopo, op 25 Maart 1994 om 10:15, sonder reserwe, en aan die hoogste bieder:

Erf: 582 Eenheid S, Lebowakgomo.

Groot: 450 vierkante meter.

Verbeterings: (Die korrektheid van die inligting en die verbeterings word nie gewaarborg nie.)

Woning.

Die vernaamste verkoopvoorwaardes van die verkoping is:

1. Tensy reëlings voor die verkoping met die Eiser getref is, sal die koper 10% (tien per centum) van die koopprys of R500 (vyfhonderd rand), wat ook al die meeste is, onmiddellik na die verkoping aan die Balju in kontant betaal en vir die balans en rente, moet die koper binne 21 (een en twintig) dae na datum van verkoping, van 'n goedgekeurde bank of bouvereningingwaarborg voorsien.

2. Die eiendom word voetstoots verkoop, onderhewig aan:

2.1 die Wet op Landdroshowe en die reëls daarvan;

2.2 die voorwaardes van die titelakte;

2.3 die verkoopvoorwaardes wat vir insae lê by die kantoor van die Balju wat onmiddellik voor die verkoping, uitgelees word.

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

P. J. Luyt, vir Meyer Pratt & Luyt, Prokureur vir die Eiser, Legnum Park, Markstraat 20, Pietersburg. (Verw. P. J. Luyt/IB/PC6152.)

Saak 4028/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **S. Mashiane,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 13 Augustus 1993, toegestaan is, op 11 Maart 1994 om 10:00, te die Landdroskantoor, Witbank, in eksekusie verkoop sal word ooreenkoms die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Sekere: 1746 Phola Ogies, Registrasieafdeling JS, Transvaal.

Groot: 286 vierkante meter.

Gehou: Gehou deur die Verbandgewer kragtens Akte van Transport TL95/90.

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 9de dag van Februarie 1994.

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

Saak 2337/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Saambou-Nasionale Bouvereniging,** Eiser, en **Godfrey Gobuamang Thobane,** Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof te Krugersdorp, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te Klaburn Hof, Ockersestraat 22B, Krugersdorp, op 16 Maart 1994 om 10:00, van die ondergemelde eiendom van die verweerder en die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping welke voorwaardes by die kantore van die Balju, Krugersdorp, voor die verkoping ter insae sal lê.

Erf 10968, Kagiso-uitbreiding 6, Krugersdorp, groot 299 (tweehonderd nege-en-negentig) vierkante meter.

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

Verbeterings: Sitkamer, badkamer, kombuis en twee slaapkamers.

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

Gedateer te Krugersdorp op hede die 7de dag van Februarie 1994.

K. F. du Plessis, vir Karel du Plessis & Heidtmann, Tweede Verdieping, Wesrandgebou, Humanstraat 43, Posbus 616, Krugersdorp. (Tel. 953-1830/1/2/3.) (Verw. mev. Van der Merwe/cb/B10886/CS0125.)

Saak 1527/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Christoffel Viljoen,** Verweerder

In terme van 'n vonnis van bogemelde Agbare Hof en 'n lasbrief teen onroerende goed, uitgereik deur bogenoemde Agbare Hof, sal 'n verkoping in eksekusie by wyse van 'n geregtelike verkoping aan die hoogste bieër, sonder 'n reserweprys gehou word deur die Balju van Fochville, voor die Landdroskantoor, Losberglaan, Fochville, op Vrydag, 25 Maart 1994 om 10:00.

Die verkoopvoorwaardes wat deur die Balju gelees sal word voor die verkoping 'n aanvang neem, is ter insae te die kantoor van die Balju en die Eiser se prokureurs, Philip Matthee & Kie., van Kerkstraat, Fochville.

Die eiendom wat verkoop word is beskryf as Gedeelte 3 van Erf 2512, Fochville, geleë te Sewende Straat 61, Fochville, Registrasieafdeling IQ, Transvaal, groot 1 500 (eenduisend vyfhonderd) vierkante meter.

10% (tien persent) van die koopprys en die afslaer se koste in kontant is betaalbaar op die dag van die verkoping, die saldo teen registrasie van die transport wat gewaarborg moet word deur 'n goedgekeurde bank- of bougenootskapwaarborg wat afgelewer moet word binne 14 dae vanaf datum van verkoping en verder ooreenkomstig die voorwaades van die verkoping.

Geteken te Fochville op die 7de dag van Februarie 1994.

D. Matthee, vir Philip Matthee & Kie., Prokureur vir Eiser, Kerkstraat 49, Fochville, 2515. (Tel. 2041/2.)

Saak 1202/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk,** Eiser, en **J. Bosch,** Eerste Verweerder, en **M. E. P. Bosch,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 27 Januarie 1994, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria, Wonderboom te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieër op 15 April 1994 om 11:00:

Gedeelte 1 van Erf 544, geleë in die dorpsgebied Pretoria-Noord, Registrasieafdeling JR, Transvaal, groot 1 239 (eenduisend tweehonderd nege-en-dertig) vierkante meter, beter bekend as Ben Viljoenstraat 342, Pretoria-Noord.

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 Landdroshof wet 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 een en 'n halwe badkamer, sit/eetkamer, kombuis, TV-kamer, ontspanningskamer en kroeg 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 rentekoers betaalbaar op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van die transport, en moet deur 'n bank- of bougenootskap gewaarborg wees, welke waarborg binne 14 dae vanaf die datum van verkoping aan die Geregsbode oorhandig moet word.

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

Geteken te Pretoria op hierdie 9de dag van Februarie 1994.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. S. du Plessis/mev. Engels/JR48004.)

Saak 45081/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Shikwabane D. M.,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 16 Augustus 1994, sal die onderstaande eiendom, op 15 Maart 1994 om 10:00, te die kantoor van die Balju, Pretoria Noord-Oos, NG Sinodale-sentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit: Erf 5041, geleë in die dorpsgebied Eersterus-uitbreiding 6, Registrasieafdeling JR, Transvaal, bekend as Volgalaan 28, Eersterus-uitbreiding 6, gesoneer vir 'n woonhuis.

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

Verbandhouer(s): Allied, 23ste Verdieping, Volkskasgebou, Van der Waltstraat 230, Pretoria.

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

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

Gedateer te Pretoria op hede die 9de dag van Februarie 1994.

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

Saak 76881/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Van Loggerenberg, N. J. J.,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n Lasbrief vir eksekusie gedateer 23 Desember 1993, sal die onderstaande eiendom op 15 Maart 1994 om 10:00, te die kantoor van die Balju, Pretoria-Noordoos, NG Sinodale-sentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 4 van Erf 196, geleë in die dorpsgebied Jan Niemandpark, Registrasieafdeling JR, Transvaal, bekend as Lammervangerstraat 75, Jan Niemandpark, gesoneer vir 'n woonhuis.

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

Verbandhouer(s): United, 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-Noordoos, Visagiestraat 228, Pretoria.

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

Gedateer te Pretoria op hede die 9de dag van Februarie 1994.

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

Saak 77671/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Beukes, A.,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n Lasbrief vir eksekusie gedateer 23 Desember 1993, sal die onderstaande eiendom op 15 Maart 1994 om 10:00, te die kantoor van die Balju, Pretoria-Sentraal, NG Sinodale-sentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 8 van Erf 511, geleë in die dorpsgebied Rietfontein, Registrasieafdeling JR, Transvaal, bekend as 19de Laan 763, Rietfontein, gesoneer vir 'n woonhuis.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, spens, TV-kamer, toilet, badkamer, drie slaapkamers, motorhuis, drie afdakke, bediendekamer en toilet.

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-sentraal, Visagiestraat 228, Pretoria.

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

Gedateer te Pretoria op hede die 10de dag van Februarie 1994.

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

Saak 26747/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Steinberg, L.,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n Lasbrief vir eksekusie gedateer 28 Julie 1993, sal die onderstaande eiendom op 15 Maart 1994 om 10:00, te die kantoor van die Balju, Pretoria-sentraal, NG Sinodale-sentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Restant van Erf 388, geleë in die dorpsgebied Rietfontein, Registrasieafdeling JR, Transvaal, bekend as 17de Laan 671, Rietfontein, gesoneer vir 'n woonhuis.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, oopplankombuis, twee toilette, twee badkamers, vier slaapkamers, stoorkamer, twee afdakke en bediendetoilet.

Verbandhouer(s): Geen.

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

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

Gedateer te Pretoria op hede die 10de dag van Februarie 1994.

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

Saak 16394/89

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Stadsraad Verwoerdburg,** Eiser, en **Xtron (Edms) Bpk.,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak, sal 'n verkoping sonder reserweprys gehou word te kantore van die Balju, Hooggeregshof, Pretoria-Suid, te Strubenstraat 142, Pretoria, op 16 Maart 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer by die kantore van die Balju, Hooggeregshof, Pretoria-Suid, voor die verkoping ter insae sal lê te Edenpark, Plot 83, Lyttelton-landbouhoewes, hoek van Gerrit- en Wesstraat, Verwoerdburg:

Sekere Erf 33, Sunderlandridge JR, Transvaal, gehou kragtens Akte van Transport T24976/84, Van Tonderstraat 30, Sunderlandridge, groot 4 971 vierkante meter.

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

Verbeteringe (geen waarborg word in verband hiermee gegee nie): Die erf is as industriële gebied verklaar met minerale regte.

Terme: 10% (tien persent) van die koopprys in kontant betaal onmiddellik na afloop van die verkoping, en ten opsigte van die balans betaalbaar teen registrasie van transport, moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

Vendukoste betaalbaar op die dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R20 000 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000 (ses duisend rand), minimum heffing R100 (een honderd rand).

Gedateer te Pretoria op hierdie 10de dag van Februarie 1994.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Momentumsentrum 201, Wes-Toring, Pretoriusstraat, Pretoria; Posbus 2205, Pretoria. (Tel. 322-4401.) (Verw. B. Bekker/G458/89/HL.)

Saak 12950/88

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Stadsraad Verwoerdburg,** Eiser, en **Fehzuds Property Holdings (Edms) Beperk,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te kantore van die Balju, Hooggeregshof, Pretoria-Suid, te Strubenstraat 142, Pretoria, op 16 Maart 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer by die kantore van die Balju, Hooggeregshof, Pretoria-Suid, voor die verkoping ter insae sal lê te Edenpark, Plot 83, Lyttelton-landbouhoewes, hoek van Gerrit- en Wesstraat, Verwoerdburg:

Sekere Erf 8, Sunderlandridge JR, gehou kragtens Akte van Transport T398689/84, Ellmanstraat 21, Sunderlandridge, groot 8 659 vierkante meter.

Die volgende ingligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Gepleisterde, geverfde platdak gebou, drie vertrekke, gebou word gebruik as 'n tweedehandse motoronderdelewinkel, vier afdakke met sonskerms vir motors, deel omhein met draad, deels steenmure.

Verbeteringe (geen waarborg word in verband hiermee gegee nie): Die erf is as industriële gebied verklaar.

Terme: 10% (tien persent) van die koopprys in kontant betaal onmiddellik na afloop van die verkoping, en ten opsigte van die balans betaalbaar teen registrasie van transport, moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

Vendukoste betaalbaar op die dag van verkoping, sal as volg bereken word. 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R20 000 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000 (ses duisend rand), minimum heffing R100 (een honderd rand).

Gedateer te Pretoria op hierdie 10de dag van Februarie 1994.

B. Bekker, vir Haasbroek en Boezaart Ing., Eiser se Prokureur, Momentumsentrum 201, Wes-Toring, Pretoriusstraat; Posbus 2205, Pretoria. (Tel. 322-4401.) (Verw. B Bekker/J1154/88/HL.)

Saak 16783/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Eitel Frederich Wilhelm Fulls,** Verweerder

'n Verkoping word gehou voor die Landdroskantoor, Jan Van Riebeeckstraat, Swartruggens, op 18 Maart 1994 om 10:00 van:

(a) Gedeelte 62 ('n gedeelte van Gedeelte 16) van die plaas Wysfontein 427, Registrasieafdeling JP, Transvaal, groot 3, 7114 hektaar, gehou kragtens Akte van Transport T20951/1981; en

Resterende gedeelte van Gedeelte 16 ('n gedeelte van Gedeelte 2) van die plaas Wysfontein 427, Registrasieafdeling JP, Transvaal, groot 5,5677 hektaar, gehou kragtens Akte van Transport T20951/1981.

Die twee eiendomme sal as 'n eenheid verkoop word, eiendomme is gesoneer vir landboudoeleindes, eiendomme bestaan uit 8 (agt) hektaar lande met 400 (vierhonderd) lemoenbome, 'n standhoudende fontein en 'n ten volle toegeruste boorgat.

(b) Gedeelte 90 ('n gedeelte van Gedeelte 44) van die plaas Brakfontein 404, Registrasieafdeling JP, Transvaal, groot 7, 5 090 hektaar, gehou kragtens Akte van Transport T7716/1984.

Eiendom is gesoneer vir landboudoeleindes en is verbeter deur die oprigting van 'n woonhuis (steen en sinkdak). Die woonhuis is tans onbewoon (geen waarborg oor toestand van die huis word deur die Eksekusieskuldeiser gegee nie). Eiendom is opgedeel in drie kampe met toegeruste boorgat.

(c) Erf 532, geleë in die dorp Rodeon, Registrasieafdeling JP, Transvaal, groot 1 487 vierkante meter, gehou kragtens Akte van Transport T42457/1981 en T51283/1981, geleë te Alettastraat 532, Rodeon Swartruggens.

Hierdie is 'n kommersiële gebou wat as hardewarewinkel, haarsalon en winkel vir verkoop van tweedehandse klere gebruik word, gebou het 'n sinkdak met gips plafonne, betonvloer is bedek met PVC teëls, daar is ook 'n afdak en stoorkamer op die perseel, die gebou is deur aanbouing met klinkerstene verbeter, winkelfront het aluminium rame met veiligheidsglas. In sakegebied van dorp geleë, en maklik bereikbaar, parkering vir kliënte reg voor gebou, geniet publieke ondersteuning.

(d) Erf 102, geleë in die dorp Rodeon, Registrasieafdeling JP, Transvaal, groot 2 733 vierkante meter, gehou kragtens Akte van Transport T46649/1981, geleë te Versterstraat 102, Swartruggens.

Steengeboude woonhuis met sinkdak, drie slaapkamers, badkamer, sitkamer, kombuis en sonkamer, verbeteringe en toestand van eiendom word nie gewaarborg nie.

Besigtig voorwaardes by Balju, p/a Rodeon Kelders, Sarel Cilliersstraat 202, Swartruggens.

Geteken te Pretoria op hierdie 18de dag van Februarie 1994.

Tim du Toit & Kie. Ingelyf, Prokureurs vir Eiser, Volkskassentrum 1920, Van der Waltstraat 230, Pretoria. (Verw. Beukes/hvdm.)

Saak 19393/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk,** Eiser, en **G. D. van Wyk,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 7 Mei 1993, 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 bieër op 15 Maart 1994 om 10:00:

Deel 64, soos getoon en meer volledig beskryf op Deelplan SS223/82 in die skema bekend as Petunia in die dorpsgebied Sunnyside in die Plaaslike Gebied van die Stadsraad van Pretoria, groot 56 (ses-en-vyftig) vierkante meter, gehou kragtens Akte van Transport ST223/82 (64) (UNIT) (beter bekend as Petunia Flats 204C, Jorissenstraat 329, Sunnyside).

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:

'n Woonstel met sitkamer, slaapruimte, badkamer en balkon.

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 rentekoers betaalbaar op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van die transport, 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 15de dag van Februarie 1994.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. S. du Plessis/mev. Engels/G01253.)

Saak 2137/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk,** Eiser, en **J. D. V. Coetzer,** Eerste Verweerder, en **A. C. Coetzer,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 31 Januarie 1994, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria, Wonderboom te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad), Bon Accord, aan die hoogste bieër op 15 April 1994 om 11:00:

Erf 2248, geleë in die dorpsgebied The Orchards-uitbreiding 13, Registrasieafdeling JR, Transvaal, groot 954 (negehonderd vier-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T79356/93 (beter bekend as Danie Malanstraat 55, The Orchards-uitbreiding 13).

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:

'n Tweeslaapkamerhuis met badkamer, sitkamer, eetkamer, kombuis en opwaskamer.

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 rentekoers betaalbaar op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van die transport, 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, Wonderboom.

Geteken te Pretoria op hierdie 15de dag van Februarie 1994.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. S. du Plessis/mev. Engels/JR48008.)

Saak 29795/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *versus* **Xolile Meshack Kedama**

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 18 Januarie 1994, sal die volgende eiendom op 16 Maart 1994 om 10:00, deur die Balju, Johriahof, Du Plessisweg 4, Florentia, Alberton, per publieke veiling verkoop word:

Erf 1448, Moleleki-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 1448, Moleleki, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Datum: 8 Februarie 1994.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 29796/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *versus* **Kenneth Mazubuko** en **Magdelina Mazibuko**

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), op 18 Januarie 1994, sal die volgende eiendom op 16 Maart 1994 om 10:00, deur die Balju, Johria Hof, Du Plessisweg 4, Florentia, Alberton, per publieke veiling verkoop word:

Erf 818, Likole-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 818, Likole, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Datum: 8 Februarie 1994.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 8764/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *versus* **Vilakazi, Mzondeni Petrus**

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), op 15 Junie 1993, sal die volgende eiendom op 16 Maart 1994 om 10:00, deur die Balju, Johria Hof, Du Plessisweg 4, Florentia, Alberton, per publieke veiling verkoop word:

Erf 84, Moleleki-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 84, Moleleki, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Datum: 8 Februarie 1994.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 130/93A

IN DIE LANDDROSHOF VIR DIE DISTRIK BALFOUR GEHOU TE BALFOUR

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Likgoa Petros Mofokeng,** Verweerder

Geliewe kennis te neem dat 'n eksekusieverkoping in bogemelde aangeleentheid gehou sal word op Vrydag, 11 Maart 1994 om 09:00, te Landdroskantoor, Frankstraat, Balfour, 2410:

Erf 1232, Siyathemba, Balfour, 2410, Registrasieafdeling IR, Transvaal, groot 277 (twee sewe sewe) vierkante meter, gehou kragtens Verbandakte B107373/92 asook Akte van Transport T99472/92. Verbeterings onbekend.

Terme: 10% (tien persent) in kontant, of bankgewaarborgde tjek as deposito op die dag van die verkoping en die balans teen registrasie van die transport. Volle verkoopvoorwaardes is ter insae by die Baljukantore, Balfour.

Geteken te Balfour op hierdie 8ste dag van Februarie 1994.

B. D. Viljoen Prokureurs, Stuartstraat 14, Posbus 235, Balfour, 2410. (Verw. B. D. Viljoen/RT.)

Case 8577/93
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 **Kumalo, Thabo Gladman,** 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, 17 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 14, situated in the Township of Cleveland, Registration Division IR, Transvaal, being 21 Queen Street, Cleveland, Johannesburg.

Measuring: 537 (five 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 roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of garage, carport, servant's room, bathroom 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 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).

Dated at Johannesburg on the 14th 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/cb/K159.)

VERKOPINGS

Al die verkopings sal gebou word by die kantore van die Landdroskantoor, Vanderbijlpark, 1939, op Vrydag, 25 Maart 1994 om 10:00:

Eksekusiekrediteur—**Nedcor Bank Beperk.**

Die hiernagenoemde eiendomme sal vir verkoping aangebied word, waarvan die materiële voorwaardes van die verkoping soos volg is:

Geen waarborg of versekering met betrekking tot die aard van die verbeterings word gegee nie.

(a) Die verkoping sal deur publieke veiling gehou word en sonder reserwe en sal voetstoots wees.

(b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser vanaf datum van verkoping tot datum van betaling.

(c) Onmiddelik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantoor, Vanderbijlpark, nagegaan mag word.

(d) Die koper sal alle bedrae wat benodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragskoste, hereregte, terreinhuur en ander kostes verskuldig aan die Plaaslike Owerheid, rente ensovoorts.

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan of R400 (vierhonderd rand), watter een ookal die meerdere is, tesame met die Balju se kostes van 4% (vier persent) van die koopprys, onmiddelik na die verkoping, in kontant of deur 'n bank-gewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van die verkoping.

(f) In gebreke met die bepalings van die voorwaardes van verkoping, mag die verkoper verplig wees om 10% (tien persent) van die koopprys te betaal as rouwkoop.

(g) Die volledige voorwaardes van verkoping is beskikbaar vir inspeksie by die kantoor van die Balju, Vanderbijlpark.

Saak 1939/93.

Vonnisskuldenaar: **M. J. Pule** en **P. M. Pule.**

Eiendom: Alle reg, titel en belang ten opsigte van die huurpag in Perseel 193, Sebokeng, Eenheid 10, Dorpsgebied, Registrasieafdeling IQ, Transvaal.

Grootte van eiendom: Groot 304 vierkante meter.

Beskrywing van eiendom: Woonhuis met geen buitegeboue.

Straatadres van eiendom: Perseel 193, Sebokeng Eenheid 10, distrik Vanderbijlpark.

Rente op vonnisskuld: 18,75% (agtien komma sewe vyf persent).

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclays Sentrum, Lesliestraat 29, Posbus 38, Vereeniging, 1930. (Verwys. Mev. Davel/6/492.)

Case 125/93

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

In the matter between **Nedcor Bank Limited,** Perm Division (Reg. No. 51/00009/06), Plaintiff, and **Buti Herold Semane,** First Defendant, and **Hleziphi Joyce Semane** (formerly Jele), Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on the writ of execution issued pursuant thereto the property listed hereunder will be sold in execution, on 25 March 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 20371, Vosloorus Extension 30 Township, situated on Erf 20371, Vosloorus Extension 30, in the Township of Vosloorus Extension 30, District of Boksburg, measuring 196 (one hundred and ninety-six) square metres.

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

Building built of brick and plaster, tiled roof, comprising lounge, 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, Boksburg.

Dated at Boksburg on this the 10th day of February 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666) (Ref. PE0012/Cyrenne.)

Case 5589/93
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 **Potgieter, Johannes Hendrik,** 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 18 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 44, situated in the Township of Middelvlei-landbouhoewes, Registration Division IQ, Transvaal, being 44 Second Road, Middelvlei-landbouhoewes, Randfontein, measuring 1,6186 (one comma six one eight six) hectares.

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, family room, four bedrooms, two bathrooms with outbuildings with similar construction comprising of double garage and two servants' rooms.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 R200 (two hundred rand).

Dated at Johannesburg this 11th day of February 1994.

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/avb/P162.)

Case 25455/93
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 **McGrath, Mark,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 16 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, Alberton, Johriahof, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

Certain Erf 65, situated in the Township of Alberton, Registration Division IR, Transvaal, being 53 Andries Pretorius Street, Alberton, measuring 1 300 (one thousand three hundred) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 R200 (two hundred rand).

Dated at Johannesburg this 11th day of February 1994.

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/avb/M714.)

Case 28819/93
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 **Van der Byl, Gary,** First Execution Debtor, and **Van der Byl, Antoinette,** 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, Alberton, on 16 March 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, Johriahof, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

Certain Erf 1446, situated in the Township of Brackendowns Extension 1, Registration Division IR, Transvaal, being 13 Olifant Street, Brackendowns Extension 1, Alberton, measuring 1 040 (one thousand and forty) 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, 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, 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 R200 (two hundred rand).

Dated at Johannesburg this 15th 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/VA269/cb.)

Case 1378/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Godfrey Fika Hlatshwayo,** Defendant

On 16 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 2702 (formerly Erf 476), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 2702 (formerly Erf 476) 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 building 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 voetstoos 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 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 15 February 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MH1007/CMK.)

Case 9359/91

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Dumisani Ben Hlatshwayo,** Defendant

On 16 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 11063 (formerly Erf 392), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, also known as Erf 11063 (formerly Erf 392), 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 20,05% (twenty comma 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 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 15 February 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MH0003/CMK.)

Case 2300/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Gerhard Prummer,** Defendant

On 21 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:

Erf 142, Gerdview Township, Registration Division IR, Transvaal, measuring 852 (eight hundred and fifty-two) square metres, also known as 16 Elberfield Road, Gerdview, 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 bathroom with outbuildings of a similar construction comprising garage and 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 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 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 or any other authority prior to the 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 15th 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. MP0014/MISS KENT.)

Case 2889/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Gici Tryphina Kubeka N.O.,** First Defendant, **Gici Tryphina Kubeka N.O.,** Second Defendant, and **Gici Tryphina Kubeka,** Third Defendant

On 16 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 thereunde sell:

All right, title and interest in the leasehold in respect of Erf 581, Radebe Township, Registration Division IR, Transvaal, measuring 279 (two hundred and seventy-nine) square metres, also known as Erf 581, Radebe, 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 Plaintiff which was 18% (eighteen per cent) per annum, at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank/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 15 February 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MC0010/CMK.)

Case 3590/90

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Joni Ben Malemule,** First Defendant, and **Fakazile Daphney Malamule,** Second Defendant

On 16 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:

Al right, title and interest in the leasehold in respect of Erf 8628, Tokoza Township, Registration Division IR, Transvaal, measuring 432 (four hundred and thirty two) square metres, also known as Erf 8628, 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 tiled roof comprising three rooms other than kitchen and one and a half bathroom. The house has been destroyed by fire.

The material conditions of sale;

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 22,75% (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 ten per centum (10%)of the price of 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 or any other authority prior to passing of transfer of the property to the purchase.

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 15 February 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0241/CMK.)

Case 7695/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Janafana Abner Mnene,** Defendant

On 16 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 jugment 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 2449, formerly Erf 223, Likole Extension 1 Township, Registration Division IR Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 2449 (formerly Erf 223) Likole Extension 1, Katlehong, Germiston, district of Alberton, hereinafter called the property.

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising two rooms other than kitchen and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen 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 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 fourteen 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 persons/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 this the 15th 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. MM 0290/CMK.)

Case 8613/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Francis Makgetha Mokoena,** First Defendant, and **Sylvester Malerato Mokoena,** Second Defendant

On 16 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 973 (formerly Erf 1047), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 330 (three hundred and thirty) square metres, also known as Erf 973 (formerly Erf 1047), 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 tiled roof comprising four rooms other than kitchen and bathroom with outbuildings of a similar construction comprising servants' quarters and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 17,25% (seventeen comma two five per centum) per annum, at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price of four hundred rand (R400) (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 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 15th 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. MM0451/CMK.)

Case 9069/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **David Qalinkosiyako Ntshangase,** First Defendant, and **Ntombukhona Elsie Ntshangase,** Second Defendant

On 16 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 601, Likole Township, Registration Division IR, Transvaal, measuring 308 (three hundred and eight) square metres, also known as Erf 601, Likole, 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 four 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 15,25% (fifteen comma two five per centum) per annum, at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price of four hundred rand (R400) (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 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 15th 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. MN0139/CMK.)

Case 14412/93
PH 342

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Anglo American Corporation of South Africa Limited,** Plaintiff, and **James; Phillip,** Defendant

1. The undermentioned property will be sold on 17 March 1994 at 10:00, at the Sheriff's Office, 131 Marshall Street, Johannesburg, in execution of a judgment obtained in the above matter on 24 August 1993:

Erf 6709, Lenasia Extension 6 Township, Registration Division IQ, Transvaal, measuring 407 (four hundred and seven) square metres, held under Deed of Transfer T22720/1987, situated at 39 Teak Avenue, Lenasia Extension 6, Transvaal (the property).

2. The improvements to the property consist of the following although nothing is guaranteed: Lounge, dining-room, study, kitchen, three bedrooms and two bathrooms.

Terms:

3. 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 guarantee to be furnished within 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% (five per cent) on the proceeds of the sale up to an amount of R20 000 and thereafter 3% (three per cent) up to a maximum charge of R6 000 with a minimum charge of R100.

4. The conditions of sale may be inspected at the office of the Sheriff, 131 Marshall Street, Johannesburg, during normal office hours.

Dated at Johannesburg on the 15th day of February 1994.

Webber Wentzel, Plaintiff's Atorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. Ms V. A. Dennett 301/A 60/93.)

Case 30261/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Tusie, Suresh Nankisoor,** First Defendant, and **Tusie, Nancy,** Second Defendant

In pursuance of a judgment of the above Honourable Court dated 7 December 1993, and a writ of attachment (immovable property) dated, 21 December 1993, the following immovable property will be sold in execution by the Sheriff for the Supreme Court, Springs, at 56 12th Street, Springs, on 11 March 1994 at 11:00, to the highest bidder:

Certain Erf 696, Bakerton Extension 4 Township, Registration Division IR, Transvaal, known as 41 Francolin Drive, Bakerton Extension 4, Springs, measuring 1 019 (one thousand and nineteen) square metres, held under Deed of Transfer T3184/1987.

Improvements: Brick dwelling-house under tile roof consisting of lounge, dining-room, study, kitchen, scullery, three bedrooms, two bathrooms, two toilets, fitted carpets and tiles, two garages, servants' quarters with toilet, concrete boundary walling, steel fencing and paving.

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid in cash on the day of the sale and the balance together with interest against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of the sale.

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

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

4. The complete conditions of sale may be inspected at the office of the Sheriff for the Supreme Court, 56 12th Street, Springs.

Dated at Springs this 26th day of January 1994.

Ian M. Stoloff, vor Hammerschlag Gishen Stoloff De Swardt Inc., Plaintiff's Attorneys, Sixth Floor, Standard Bank Arcade, corner of Third Avenue and Fourth Street, P.O. Box 184, Springs. (Tel. 812- 2400.) (Ref. Mr Stoloff/N.75.)

Saak 4973/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk,** handelende as United Bank, Eiser, en **Tyler Andre Kruger,** Eerste Verweerder, en **Marisa Silvana Kruger,** Tweede Verweerder

In opvolging van 'n vonnis toegestaan die die Landdroshof van Evander en lasbrief vir eksekusie gedateer 25 Januarie 1994, sal die eiendom hieronder genoem verkoop word in eksekusie op 16 Maart 1994 om 12:00, by die Balju se kantore, Evander, aan die hoogste bieër vir kontant, naamlik:

Eiendomsbeskrywing: Ingangsportaal, sitkamer, eetkamer, kombuis, waskamer, drie slaapkamers, twee badkamers, twee aparte toilette, bediendekwartiere, motorhuis en afdak.

Eiendom: Erf 7243, Secunda-uitbreiding 22, Registrasieafdeling IS, Transvaal, groot 1 140 (eenduisend eenhonderd en veertig) vierkante meter, gehou kragtens Akte van Transport T34461/91, geleë te Kallie Britsstraat 13, Secunda.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping welke voorwaardes geinspekteer kan word by die kantore van die Balju, Evander. Die belangrikste voorwaardes daarin vervat is dat die eiendom verkoop sal word aan die hoogste bieër vir kontant.

Gedateer te Secunda op hierdie 11de dag van Februarie 1994.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A.475.)

Saak 2581/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Standard Credit Corporation,** a division of Standard Bank of South Africa, Eiser, en **Dhlamlenze, Thulani Reginald,** Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 18 November 1992, en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 3 Maart 1994 om 09:00, te die Landdroshofkantore, Kerkstraat, Nigel, geregtelik verkoop sal word, naamlik:

Erf 8266, Roseview, Duduza, ook bekend as 8266 Roseview, Duduza, 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 11de dag van Februarie 1994.

Brits Pretorius Kruger & Coetzer Ing., Tweede Laan 35, Posbus 467, Nigel, 1490. [Tel. (011) 739-2445.] (Verw. AP/S1511.)

Case 60436/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Jacobus Gerhardus Visagie,** First Defendant, and **Maria Elizabeth Visagie,** Second Defendant

A sale in execution will be held on 16 March 1994 at 10:00, at 142 Struben Street, Pretoria, of:

Erf 1422, situated in the Township of The Reeds Extension 5, Registration Division JR, Transvaal, measuring 1 064 square metres, known as 64 Yelanda Street, The Reeds Extension 5.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey dwelling, brick walls, fitted carpets, novilon, tiled roof, lounge, kitchen, three bedrooms, bathroom and w.c. *Boundary:* Concrete walls.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria South, at Plot 83, Lyttelton Agricultural Holdings.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9858.)

Saak 11028/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Solomon Mhlanmonye Msiza,** Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 18 Maart 1993, en 'n lasbrief vir eksekusie gedateer 31 Maart 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju voor die kantoor van die Balju te Prince Georgelaan 439, Brapan, op Vrydag, 25 Maart 1994 om 11:00:

Die reg, titel en belang op huurpag van: Erf 21623, Tsakane-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 252 (tweehonderd twee-en-vyftig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL53834/1989, geleë te Erf 21623, Tsakane-uitbreiding 11-dorpsgebied.

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

'n Enkelverdiepingwoonhuis bestaande uit sitkamer, twee slaapkamers, badkamer en kombuis.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju, Prince Georgelaan 439, Brakpan.

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-waarborg verseker word.

Gedateer te Benoni hierdie 10de dag van Februarie 1994.

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

Saak 6235/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Stadsraad van Benoni,** Eiser, en **P. Chetty,** Verweerder

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 29 Julie 1993, en 'n lasbrief vir eksekusie gedateer 13 Augustus 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 23 Maart 1994 om 11:00:

Erf 21, New Modder-dorpsgebied, Regsitrasieafdeling IR, Transvaal, groot 1 121 vierkante meter, gehou kragtens Akte van Transport T31146/1991, geleë te Selbylaan 1, New Modder, Benoni.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie: 'n Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer en twee toilette. Buitegeboue bestaande uit bediendekamer.

Vernaamste voorwaardes van verkoping:

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

2. Die verkoping sal geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 1933, soos gewysig, aan die hoogste 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 11de dag van Februarie 1994.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Eerste Verdieping, Marilest-gebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. mnr. De Heus/mev. Maartens/CC2344.)

Saak 1501/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Stadsraad van Benoni,** Eiser, en **Rolo Restaurant & Pizzeria BK,** Verweerder

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 19 Augustus 1993, en 'n lasbrief vir eksekusie gedateer 8 September 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 23 Maart 1994 om 11:00:

Erf 807, Benoni-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 595 vierkante meter, gehou kragtens Akte van Transport T18572/1992, geleë te Elstonlaan 93, Benoni.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie: 'n Woonhuis omskep in 'n boetiek bestaande uit drie vertoonlokale, naaldwerkkamer, snykamer, stoor- en parskamer, kombuis, privaat kantoor, paskamer met drie aantrekkamers, mans en dames toilet.

Vernaamste voorwaardes van verkoping:

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

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

3. Koopprys is soos volg betaalbaar:

3.1 Deposito van 10% (ten 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 11de dag van Februarie 1994.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Eerste Verdieping, Marilestgebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. mnr. de Heus/mev. Maartens/CC2088.)

Saak 12425/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Stadsraad van Benoni,** Eiser, en **M. Dandoulakis,** Verweerder

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 3 Februarie 1993, en 'n lasbrief vir eksekusie gedateer 16 Februarie 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 23 Maart 1994 om 11:00:

Erf 65, Goedeburg-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 000 vierkante meter, gehou kragtens Akte van Transport T10162/1986, geleë te Uraanstraat 20, Goedeburg, Benoni.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie: 'n Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, twee badkamers en stort. Buitegebou bestaande uit twee dubbelmotorhuise.

Vernaamste voorwaardes van verkoping:

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

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

3. Koopprys is soos volg betaalbaar:

3.1 Deposito van 10% (ten 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 11de dag van Februarie 1994.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Eerste Verdieping, Marilestgebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. mnr. de Heus/mev. Maartens/CC2040.)

Saak 6080/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Stadsraad van Benoni,** Eiser, en **R. Mathura,** Verweerder

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 9 September 1993, en 'n lasbrief vir eksekusie gedateer 21 September 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 23 Maart 1994 om 11:00:

Erf 84, New Modder-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 388 vierkante meter, gehou kragtens Akte van Transport T33466/1990, geleë te Vermontlaan 32, New Modder, Benoni.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie: 'n Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, twee badkamers en stort. Buitegeboue bestaande uit 'n dubbelmotorhuis.

Vernaamste voorwaardes van verkoping:

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

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

3. Koopprys is soos volg betaalbaar:

3.1 Deposito van 10% (ten 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 11de dag van Februarie 1994.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Eerste Verdieping, Marilestgebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. mnr. de Heus/mev. Maartens/CC2346.)

Saak 8304/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Claassen Coetzee,** Eiser, en **F. R. Merrick,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Krugersdorp, in bogemelde saak op 17 Augustus 1993, sal 'n verkoping gehou word op 16 Maart 1994 om 10:00, by die verkoopslokaal van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Krugersdorp, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Krugersdorp, ter insae sal lê:

Erf 329, Luipaardsvlei, groot 495 (vierhonderd vyf-en-negentig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T40408/91.

Die eiendom is gesoneer Residensieel 1 en is geleë te Luipaardstraat 123, Luipaardsvlei, Krugersdorp, en bestaan uit 'n sitkamer, eetkamer, badkamer, drie slaapkamers, gang, kombuis en opwaskamer. 'n Woonstel met twee vertrekke alles met teëldak, gepleisterde mure en staal vensterrame, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp.

Gedateer te Roodepoort op hierdie 9de dag van Februarie 1994.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/518/91/CM387.)

Case 31572/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Building Society,** Plaintiff, and **Greeff Duke,** 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, the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 17 March 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale.

Portion 3 of Erf 371, Mid-Ennerdale Township, Registration Division IQ, Transvaal, measuring 478 (four hundred and seventy-eight) square metres, situated at 3 Second Avenue, Mid-Ennerdale Township.

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

Single storey consisting of three bedrooms, dining-room, lounge, kitchen and bathroom.

The property is zoned residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges 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. G17881/SC.); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 27713/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Makgaretse Sekgobe Mack,** First Defendant, and **Makgaretse Monamudi Esther,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Midrand, Alexandra, Unit 2, Northview, 45 Richards Drive, Halfway House, on 16 March 1994 at 14:30, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, Unit 2, North View, 45 Richards Drive, Halfway House, prior to the sale.

Erf 319, Alexandra East Bank Township, Registration Division IR, Transvaal, measuring 412 (four hundred and twelve) square metres, situated at Erf 319, Alexandra East Bank Township.

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

Dwelling consisting of lounge, 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, 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 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. M24794/PC.)

Case 15480/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** and **Motloung Mandla Levison,** First Defendant, and **Motloung Suzan Nancy,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff Midrand–Alexandra, Unit 2, North view, 45 Richards Drive, Halfway House, on 16 March 1994 at 14:30, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, Unit 2, North View, 45 Richards Drive, Halfway House, prior to the sale:

Erf 172, Alexandra East Bank Township, Registration Division IR, Transvaal, measuring 190 (one hundred and ninety) square metres, situated at 172 Hawk Crescent, Alexandra Township.

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

The property is zoned Residential.

Terms: 10% (ten per 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 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. M21293/PC.)

Saak 2337/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Saambou Nasionale Bouvereniging,** Eiser, en **Godfrey Gobuamang Thobane,** Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof te Krugersdorp, in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te Klaburnhof, Ockersestraat 22B, Krugersdorp, op 16 Maart 1994 om 10:00, van die ondergemelde eiendom van die Verweerder en die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping, welke voorwaardes by die kantore van die Balju, Krugersdorp, voor die verkoping ter insae sal lê:

Erf 10968, Kagiso-uitbreiding 6, Krugersdorp, groot 299 (tweehonderd nege-en-negentig) vierkante meter.

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

Verbeterings: Sitkamer, badkamer, kombuis en twee slaapkamers.

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

Gedateer te Krugersdorp op hede die 7de dag van Februarie 1994.

F. K. du Plessis, vir Karel du Plessis & Heidtmann, Tweede Verdieping, Wesrandgebou, Humanstraat 43, Posbus 616, Krugersdorp. (Tel. 953-1830/1/2/3.) (Verw. mev. V.d. Merwe/cb/B10886/CS0125.)

Saak 33254/92
PH 95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Standard Bank of South Africa Limited,** Eiser, en **Pillay, S.,** trading as Sunco Projects Group, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in boogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te voor die Landdroshof, President Steynstraat, Westonaria, op 18 Maart 1994 om 10:00, van die ondervermelde eiendom van die Verweerder wat deur die afslaers uitgelees sal word ten tyde van verkoping, ter insae sal lê by die kantoor van die Balju van die Hooggeregshof:

Sekere Erf 243, Lenasia-Suid-uitbreiding 1, Registrasieafdeling IQ, Transvaal, grootte 568 (vyfhonderd agt-en-sestig) vierkante meter.

Die eiendom is geleë te Starlingstraat 243, Lenasia-Suid-uitbreiding 1, Westonaria, en is gesoneer in Residensiële area.

Die volgende verbeteringe word beweer op die eiendom te wees, maar niks word gewaarborg nie: Woning onder teëls, bestaande uit drie slaapkamers, eetkamer, sitkamer, kombuis, badkamer, stort en motorhuis.

Terme; 10% (tien persent) van die koopprys in kontant betaal onmiddellik na afloop van die verkoping, en ten opsigte van die balans betaalbaar teen registrasie van transport, moet 'n bank-, bougenootskap- of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

Vendukoste betaalbaar op die dag van verkoping, sal soos volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R15 000 (vyftienduisend rand) en daarna 2,5% (twee en 'n half persent) tot 'n maksimum bedrag van R5 000 (vyfduisend rand), minimum heffing R50 (vyftig rand).

Gedateer te Johannesburg hierdie 25ste dag van Januarie 1994.

Dangors Attorneys, Eiser Prokureurs, Eerste Verdieping, Rassbro Centre, Gemsbokstraat 77, Lenasia, Posbus 127, Lenasia, 1820. (Tel. 854-1326.) (Ref. 8235/5412-13/P10/A/FNlsb.)

Case 27121/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** and **Yawa Maka Edmund,** 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 17 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:

Erf 1577, Zondi Township, Registration Division IQ, Transvaal, measuring 260 (two hundred and sixty) square metres, situated at Erf 1577, Zondi Township.

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

Outbuildings: Two single garages and store-room.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 10th 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. Y24721/PC.)

Case 21096/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Ziyani Nolizwe Eunice,** Plaintiff

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 17 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 1352, Mofolo North Township, Registration Division IQ, Transvaal, measuring 271 (two hundred and seventy-one) square metres, situated at Erf 1352, Mofolo North Township.

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

Outbuilding: Two single garages.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediatley upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by an 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 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 10th February 1994.

Ismael Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. [011) 832-3251.] (Ref. Z16042/PC.)

Saak 14017/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank,** Eiser, en **Kgabe Piet Molepo,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 24 Augustus 1993, en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju van die Hooggeregshof, Wonderboom/Soshanguve, op Vrydag, 11 Maart 1994 om 11:00, te die kantore van die Balju van die Hooggeregshof, Wonderboom, Gedeelte 83, De Onderstepoort (net Noord van Sasko Meule, ou Warmbadpad, Bon Accord) Pretoria, verkoop:

Sekere Erf 1258, Blok FF Soshangove, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Verband 567/92, soos getoon op Algemene Plan PB299/1987, bladsy 10, groot 941 vierkante meter.

Die eiendom bestaan uit: Drie slaapkamers, sitkamer, kombuis, badkamer en aparte toilet, die mure is gepleister en geverf en die vloere is sement, die eiendom is nie omhein nie.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju vir die Hooggeregshof, ten spyte van die verkoping, welke verkoping nagegaan kan word by die kantore van die Balju vir die Hooggeregshof.

Geteken te Pretoria op hierdie 9de dag van Februarie 1994.

J. H. Sloet, vir Bornman Sloet & Van Rensburg Ingelyf, Prokureurs vir Eiser, Kerkplein 28, Grondverdieping, Pretoria. (Verw. mnr. Sloet/FW/SS157.)

Case 7186/89

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

In the matter between **First National Bank of S. A. Limited,** Judgment Creditor, and **Stephen Cope,** Judgment Debtor

In pursuance of a judgment in the Courth of the Magistrate of Brakpan, an a warrant of execution dated 12 May 1992, the property listed hereunder will be sold in execution on Friday, 18 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:

Erf 333, Brakpan North Extention 1 Township, Registration Division IR, Transvaal, measuring 1 300 (one thousand three hundred) square metres, also known as 147 Hospital Road, Brakpan North Extension 1, Brakpan.

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

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

Main building: Dwelling comprising plastered walls under tiled roof, lounge, dining-room, main plus two bedrooms, bathroom, toilet and kitchen.

Outbuildings: Single garage, single toilet and pre-cast fencing.

The material conditions of the sale are:

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

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

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

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

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

(f) Failing compliance with the provisions of the conditions of sale, the Execution Creditor shall be entitled to cancel the sale, or written notice to that effect, and the purchaser shall for feit, 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 Brakpan on the 7th day of February 1994.

A. E. Cook, Cook & Falconer, Attorneys for Execution Creditor, First Floor, Permanent Building, 511 Voortrekker Street, P.O. Box 878, Brakpan, 1540. (Tel. 740-1517.) (Ref. Falconer/lgb.)

Saak 12673/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Haarhoff Granite BK,** Eerste Verweerder, en **Jacobus Rudolph Haarhoff,** Tweede Verweerder, en **Francois Petrus Haarhoff,** Derde Verweerder, en **Exogran BK,** Vierde Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 14 September 1993 en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op 18 Maart 1994 om 10:00, voor die Landdroskantore, Van Riebeeckstraat, Belfast, aan die hoogste bieder:

Gedeelte 13 ('n gedeelte van Gedeelte 2) van die plaas Wintershoek 390, Registrasieafdeling JS, Transvaal, groot 194,8367 hektaar, gehou kragtens Akte van Transport T75830/1991, geleë in die distrik Belfast.

Daar is geen reserweprys nie.

Die eiendom in onverbeterd. Geen waarborg word in hierdie verband gegee nie.

Terme en voorwaardes:

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

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

Geteken te Pretoria op hierdie 10de dag van Februarie 1994.

Tim du Toit & Kie Ing., Prokureurs vir Eiser, Volkskasgebou, 19de Verdieping, Strijdomplein, Pretoria. (Tel. 320-6753.) (Verw. mnr. De Vos/mvz.)

Case 22054/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Anna Cornelia Jacoba Maree,** Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 24 March 1993, the undermentioned property will be sold in execution on 24 March 1994 at 10:00, at the offices of the Sheriff, Pretoria North West, Room 603(a), Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, to the highest bidder:

Portion 206 (a portion of Portion 81), of the farm Kameeldrift 313, Registration Division JR, Transvaal, measuring 8,5653 hectares, held by the Defendant under Deed of Transfer T27033/92, known as Portion 206 (a portion of Portion 81) of the farm Kameeldrift 313.

At the time of the preparation of this notice, the following improvements were situated on the property, although in this respect nothing is guaranteed: A house comprising six bedrooms, three bathrooms, two kitchens, two lounges, dining-room, three garages, family room, store-room and swimming-pool.

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

Signed at Pretoria on this the 16th day of February 1994.

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

Saak 22527/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Volkskas Bank, Eiser, en **Mathilda Hilon,** Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Halfway House, te Northview 2, Richardsrylaan 45, Halfway House, gehou op 16 Maart 1994 om 14:30, volgens voorwaardes way nou by die kantore van die Balju, Halfway House, te Northview 2, Richardsrylaan 45, Halfway House, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Gedeelte 4 van Erf 6, Kelvin-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 2 192 (tweeduisend eenhonderd twee-en-negentig) vierkante meter, gehou kragtens Akte van Transport T37348/90.

Die volgende verbeterings is op die eiendom aangebring: Ingangsportaal, sitkamer, eetkamer, gesinnskamer, kombuis, vier slaapkamers en twee badkamers.

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 14de dag van Februarie 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/an/A794.)

Saak 41163/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank, Eiser, en **De Ville le Roux,** Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Suid te Strubenstraat 142, Pretoria, gehou op 16 Maart 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Suid te Messcorhuis, Margarethastraat 30, Riverdale, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 2462, geleë in die dorp Rooihuiskraal-uitbreiding 20, Registrasieafdeling JR, Transvaal, groot 1 075 (eenduisend vyf-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T42211/90.

Hierdie eiendom is geleë te Blue Jaystraat 16, Rooihuiskraal, Verwoerdburg, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, studeerkamer en waskamer.

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/A600.)

Saak 75325/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank, Eiser, en **Catharine Gladis Fourie,** Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Sentraal, te Sinodalesentrum, Visagiestraat 234, Pretoria, gehou op 15 Maart 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Sentraal, te Messcorhuis, Margarethastraat 30, Pretoria Sentraal, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Deel 47 (sewe-en-veertig), soos aangetoon en volledliger beskryf op Deelplan SS33/81 (die deelplan) in die gebou of geboue bekend as Hollard Place, geleë te Erf 3029, in die Pretoria-dorpsgebied, Plaaslike Bestuur, Stadsraad van Pretoria, waarvan die deel se vloeroppervlakte volgens die genoemde Deelplan 37 (sewe-en-dertig) vierkante meter groot is (die deel verbind), en gehou kragtens Sertifikaat van Geregistreerde Deeltiltel ST33/81(47)(Unit).

Hierdie eiendom is geleë te Hollard Place 316, Jacob Marestraat 323, Berea Park, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, kombuis, slaapkamer (bachelor) en badkamer en toilet.

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/A1033.)

Case 2613/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Ltd,** Plaintiff, and **Mazithulele Alfred Nsibande,** First Defendant, and **Velaphi Evelyn Nsibande,** Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Witbank, at the Magistrate's Court, Delville Street, Witbank, on 18 March 1994 at 10:00, upon conditions wich may now be inspected at the offices of the Sheriff, 3 Rhodes Street, Witbank, and which will be read by him at the time of the sale, of the following property owned by Defendants:

Erf 1110, Phola Township, Registration Division JS, Transvaal, measuring 360 (three hundred and sixty) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL86599/1989.

This property is situated at Stand 1110, Mabhoko Street, Phola Township, Witbank, Transvaal.

The property is improved as follows; Lounge/dining-room, kitchen, two bedrooms and 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 15th day of February 1994.

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

Saak 1519/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **Standard Bank van SA Beperk,** Eiser, en **D. S. A. Neumeyer,** Verweerder

Eksekusieverkoping gehou te word te die Landdroshof, hoek van Klopper- en Van Stadenstraat, Rustenburg, op 11 Maart 1994 om 10:30, van:

Sekere Hoadley Court 4, Boomstraat 20A, Rustenburg.

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

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

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

A. Mitchell, vir Weiss Combrink & Vennote, Eerste Verdieping, Forumgebou, Steenstraat 19, Rustenburg, 0300.

Saak 24695/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Clifford Leon Filander,** Eerste Verweerder, en **Suzan Evelyn Filander,** Tweede Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogenoemde saak, op 2 Maart 1993, verkry en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria Noordoos op 15 Maart 1994 om 10:00, te Baljukantore te verkoopslokaal, te Sinodalesentrum, NG Kerk, Visagiestraat 2284, Pretoria, verkoop:

Erf 948, geleë in die dorp Eersterust-uitbreiding 2, groot 595 (vyf nege vyf) vierkante meter, gehou kragtens Akte van Transport T19288/92, onderhewig aan al sodanige voorwaardes wat in gemelde akte vermeld staan of na verwys word en spesiaal onderhewig aan die voorbehoud van mineraleregte, bekend as Ivan Bickettstraat 240, Eersterust, Pretoria.

Die eiendom is verbeter en bestaan uit verdieping, sitkamer, eetkamer, vier slaapkamers, bad/wk en kombuis.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie en agterstallige belastings 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, elke voorwaardes nagegaan kan word by die kantore van die Balju te Pretoriusstraat 1210, Hatfield, Pretoria.

Geteken te Pretoria op hierdie 15de dag van Februarie 1994.

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

Case 17890/92
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Beukes, Johannes Andries,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sales-rooms of the Sheriff for the Supreme Court, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 11 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 the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 364, Maraisburg Township, Registration Division IQ, Transvaal, measuring 952 m^2, held by the Defendant under Deed of Transfer T27466/1991, being 42 Fourth Street, Maraisburg Extension, Roodepoort.

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

The dwelling consists of entrance-hall, lounge, three bedrooms, dining-room, kitchen and family room.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum 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 on this 17th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z50372/FCLS/WR/Mr Brewer/djl.) (Account No. Z50372.)

Case 23018/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Mulder, Frederik Gerhardus,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sales-rooms of the Sheriff for the Supreme Court, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 11 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 the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 481, Strubensvalley Extension 4 Township, Registration Division IQ, Transvaal, measuring 1 904 m^2, held by the Defendant under Deed of Transfer T28276/1987, being 868 Wilgerspruitsingel, Strubensvalley, Roodepoort.

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, scullery, bathroom/w.c./shower, double garage 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows: The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum 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 on this 17th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75417/FCLS/WR/Mr Brewer/djl.) (Account No. Z75417.)

Case 10979/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Tranvaal Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Mabuti Nelson Nonjakazi,** First Defendant, and **Gladys Nomthunzi Nonjakazi,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff of the Supreme Court, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 16 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Site 5053, situated in the Township Kanana Extension 3, Registration Division IP, Transvaal, measuring 250 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL41655/1990, being 5053, Kutlwano Street, Kanana, Klerksdorp.

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

The dwelling consists of lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen, garage and store-room.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank, 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 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 on this 17th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z48676/FCLS/Mr Brewer/lp.)

Case 14678/93
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 **Damons Derick Patrick,** First Defendant, and **Damons, Colleen Sheril,** 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 Magistrate's Court Office, Van Riebeeck Street, Westonaria, on Friday, 11 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, at First Floor, Barkley Centre, Edwards Avenue, Westonaria:

Erf 1746, Lawley Extension 1 Township, Registration Division IQ, Transvaal, measuring 410 m^2 held by the Defendants under Deed of Transfer T47176/1989, being Stand 1746, Surgeon Crescent, Lawley.

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 dressing-room.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank, 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 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 on this 19th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z68983/Ms Erasmus/cvdn.)

Case 19155/93
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 **Granville-Roberts Craig,** First Defendant, and **Granville-Roberts Colleen Catherine,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the sales room of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort, on Friday, 11 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, Roodepoort, 182 Progress Avenue, Technikon, Roodepoort:

Erf 1222, Roodekrans Extension 7 Township, Registration Division IQ, Transvaal, measuring 1314 m^2, held by the Defendants under Deed of Transfer T1111/1992, being 16 Rooiblom Street, Roodekrans Extension 7, Roodepoort.

The following informations is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, kitchen, three bedrooms, two bathrooms, single garage, servants' quarters and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of te 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. Z68772/Ms Erasmus/cvdn.)

Case 8423/92
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local 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, and previously United Building Society, Plaintiff, and **Schnaid Eve Denise,** 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, Midrand at North View, Unit 2, 45 Richard Drive, Halfway House, on Wednesday, 16 March 1994 at 14:30, 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 Midrand, North View, Unit 2, 45 Richard Drive, Halfway House:

Holding 27, Modderfontein Agricultural Holdings, Registration Division IR, Transvaal, measuring 1,6187 hectares, held by the Defendant under Deed of Transfer T156/1975, being 27 First Road, Modderfonein Agricultural Holdings, Modderfontein.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, study, four bedrooms, two bathrooms/w.c., kitchen, laundry, three servants' rooms, outside bathroom and swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to 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 19th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z45568/Ms Erasmus/cvdn.)

Case 24787/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Tsakiris Democrates Dennis,** First Defendant, and **Lorandos Efrosini,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court Johannesburg at 131 Marshall Street, Johannesburg, on Thursday, 17 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, Johannesburg at 131 Marshall Street, Johannesburg:

Section 139, as shown and more fully described on sectional plan SS43/1980 in the building or buildings known as Majestic Towers, situated at Parktown Township, Local Authority of Johannesburg, measuring 109 m^2, held by the Defendants under Certificate of Registered Sectional Title ST53/1980(139)(Unit), being 404 Majestic Gate, 38 Empire Road, Parktown.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The welling consists of two bedrooms, bathroom/w.c. and shower, seperate w.c., kitchen, scullery, entrance-hall, lounge and dining-room.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance 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. Z74568/Ms Erasmus/hs.)

Case 25242/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Harling Malcolm Keith,** 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, Ablerton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 16 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, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Erf 1086, Brackendowns Extension 1 Township, Registration Division IR, Transvaal, measuring 1 079 m^2, held by the Defendant under Deed of Transfer T22974/1991, being 39 Witteboom Street, Brackendowns, 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, four bedrooms, bathroom/shower/w.c., seperate w.c. and shower, kitchen, outside toilet 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 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 20th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z73828/Ms Erasmus/hs.)

Case 24447/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Meyer Coenraad Jacobus,** First Defendant, and **Meyer Yvonne Una,** 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 1575, Randhart Township, Registration Division IR, Transvaal, measuring 1 001 m^2, held by the Defendants under Deed of Transfer T308/1993, being 6 Beril Street, Randhart.

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., staff room, store-room, two garages, two carpots 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 20th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75413/Ms. Erasmus/hs.)

Case 19326/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **De Nysschen Deborah Jean,** First Defendant, and **De Nysschen Derek Francois,** 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 935, Mayberry Park Township, Registration Division IR, Transvaal, measuring 898 m^2, held by the Defendants under Deed of Transfer T35241/90, being 9 Waterbossie Street, Mayberry Park, 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, kitchen, two bedrooms, bathroom/w.c., carport 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 20th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72979/Ms. Erasmus/hs.)

Case 4649/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Ballakistan Ivan Deon,** First Defendant, and **Ballakistan Thelma,** 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 525, Eden Park Township, Registration Division IR, Transvaal, measuring 1 000 m^2, held by the Defendants under Deed of Transfer T47990/1990, being 107 Petersen 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/w.c., kitchen and two 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 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 20th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z64986/Ms. Erasmus/hs.)

Case 22315/93
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 **Malick Faried,** First Defendant, and **Malick Marle Una,** 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 Magistrate's Court Office, Van Riebeeck Street, Westonaria, on Friday, 11 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, Westonaria, at First Floor, Barkley Centre, Edwards Avenue, Westonaria:

Stand 1202, Lawley Extension 1 Township, Registration Division IR, Transvaal, measuring 400 m^2, held by the Defendants under Deed of Transfer T45643/1989, being 40 Sturgeon Circle, Lawley.

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

The dwelling consists of lounge, kitchen, three 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. Z74557/Ms. Erasmus/cvdn.)

Case 26392/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **15 Olivia Road CC,** First Defendant, and **Schoon Daniel Louis,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 17 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, Johannesburg, at 131 Marshall Street, Johannesburg:

Section 6 as shown and more fully described on Sectional Plan SS62/1981 in the building or buildings known as Cornice situate at Berea Township, in the Area of Johannesburg Local Authority, measuring 140 m^2, held by the Defendants under Certificate of Registered Sectional Title ST62/1981 (6) (Unit), being Unit 6, Flat 6, Cornice, 15 Olivia Road, Berea.

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

The dwelling consists of: Lounge, dining-room, entrance-hall, three bedrooms, bathroom/w.c., kitchen and balcony.

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 18th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74692/Ms Erasmus/hs.)

Case 3609/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Magee Michael Douglas Fraser,** First Defendant, and **Magee Ronel Monica,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 17 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, Johannesburg, at 131 Marshall Street, Johannesburg.

Portion 1, of Erf 153, Linden Township, Registration Division IQ, Transvaal, measuring 1 735 m^2, held by the Defendants under Deed of Transfer T38832/92, being 96 Eighth Street, Linden.

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

The dwelling consists of: Entrance-hall, lounge, dining-room, study, four bedrooms, bathroom/w.c., two separate w.c.'s, kitchen, garage, two servants' quarters, bathroom/w.c., separate flatlet with three bedrooms, kitchen 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 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 18th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z63459/Ms Erasmus/hs.)

Case 22601/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Dhlamini Zamekile Aubrey,** First Defendant, and **Dhlamini Sibangile Hazel,** 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, 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 813, Roodekop Township, Registration Division IR, Transvaal, measuring 858 m^2 held by the Defendants under Deed of Transfer T24831/92, being 68 Heather Road, Leondale.

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

The dwelling consists of: Lounge, dining-room, study, three bedrooms, bathroom/w.c., kitchen, playroom, two garages, servant's 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 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 20th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74515/Ms Erasmus/hs.)

Case 16592/92
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Naidoo Ramlingam,** First Defendant, and **Naidoo Anitha Devi,** 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 Magistrate's Court Office, Van Riebeeck Street, Westonaria, on Friday, 11 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, Westonaria, at First Floor, Barkley Centre, Edwards Avenue, Westonaria:

Erf 2106, Lenasia South Township, Registration Division IQ, Transvaal, measuring 912 m^2, held by the Defendants under Deed of Transfer T40531/1987, being 2106 Milkwood Road, Lenasia South.

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

The dwelling consists of entrance-hall, lounge, dining-room, three bedrooms, two bathrooms/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 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. Z48315/Ms Erasmus/cvdn.)

Case 24004/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Glew William,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the sales room of the Sheriff, for the Supreme Court Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort, on Friday, 11 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, Roodepoort, at 182, Progress Avenue, Technikon, Roodepoort:

Erf 1539, Helderkruin Extension 8 Township, Registration Division IQ, Transvaal, measuring 1 934 m^2, held by the Defendant under Deed of Transfer T34748/92, being 584 Basalt Close, Helderkruin Extention 8.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, dining-room, family room, three bedrooms, three bathrooms/w.c., kitchen, scullery, double garage, 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 on this 17th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75727/FCLS/Mr Brewer/lp.)

Saak 16583/93

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

In die saak tussen **Allied Bank** ('n Divisie van ABSA Bank), Eksekusieskuldeiser, en **Christina Wilhelmina Burgess,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Maart 1994 om 9:00, te Parkstraat 8, Kempton Park, 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 347, Cresslawn-dorpsgebied, Kempton Park, gehou onder Titelakte T28752/88, grootte 1 130 (eenduisend eenhonderd en dertig) vierkante meter, ook bekend as Ivoorstraat 20 Cresslawn, Kempton Park.

Beskrywing: Sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, dubbele karafdak en kombuis, alles onder teëldak, eiendom is omhein deur betonmure. Verbeteringe 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 depositio 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 11de dag van Februarie 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg & Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Case 18693/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), First Defendant, and **Wemyss, Thomas Charles Kenny,** First Defendant, and **Wenyss, Agnes Mcewan,** 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:

Section 10, as shown and more fully described on Sectional Plan SS56/1987 (the sectional plan) in the building or buildings known as the gables, situated at Albertsdal Extension 6 Township, in the area of the Alberton Local Authority, measuring 54 m^2, held by the Defendants under Certificate of Registered Sectional Title Number ST56/1987 (10) (Unit), being 24 The Gables, 37 Amatole Crescent, Albertsdal Extension 6, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, bedroom, kitchen 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 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 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 or 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 20th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref Z72627/Ms. Erasumus/hs.)

Case 21566/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Harris Gayle,** First Defendant, and **Harris David Larry,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 17 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 Johannesburg, at 131 Marshall Street, Johannesburg.

Remaining extent of Erf 6, Dunsevern Township, Registration Division IR, Transvaal, measuring 1 604 m^2, held by the Defendants under Deed of Transfer T71125/91, being 6 Lane Road, Dunsevern, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, kitchen, pantry, study, three bedrooms, w.c. and shower, bathroom/w.c., and shower, two servants' quarters, two workshops, bathroom/w.c., and flatlet consisting of four 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 a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this 18th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z73829/Ms. Erasmus/hs.)

Case 11157/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Sendkowska Barbara,** 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 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, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Erf 558, Raceview Township, Registration Division IR, Transvaal, measuring 1 081 m^2, held by the Defendant under Deed of Transfer T29544/1991, being 16 Phantom Street, Raceview, 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, kitchen, three bedrooms, two bathrooms/w.c., servant's room, store-room, laundry, garage 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 the 20th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z67990/Ms Erasmus/hs.)

Case 24015/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mpshane Ramatshegare Harry,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 17 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, Johannesburg, at 131 Marshall Street, Johannesburg:

Section 11, as shown and more fully described on Sectional Plan SS29/1982 (the sectional plan), in the building or buildings known as San Jose, situated in the Township of Berea, Local Authority of Johannesburg, measuring 49 m², held by the Defendant under Certificate of Registered Sectional Title ST29/1982 (11) (unit), being Flat 201, San Jose, 15 Olivia Road, Berea.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, bedroom 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 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 the 18th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74576/Ms Erasmus/hs.)

Case 26806/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Myburgh Jan Benjamin,** First Defendant, and **Myburgh Heila Magdelena,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 17 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, Johannesburg, at 131 Marshall Street, Johannesburg:

Erf 93, Cleveland Township, Registration Division IR, Transvaal, measuring 495 m², held by the Defendants under Deed of Transfer T36192/92, being 14–14A Queen Street, Cleveland.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, kitchen, scullery, dining-room, two bedrooms, bathroom/w.c. and servant's room.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this the 18th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76125/Ms Erasmus/hs.)

Case 16220/93
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 **Pooe Ephraim Francis Molefi,** First Defendant, and **Pooe Priscilla,** 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, Midrand at North View, Unit 2, 45 Richard Drive, Halfway House, on Wednesday, 16 March 1994 at 14:30, 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, Midrand, North View, Unit 2, 45 Richard Drive, Halfway House:

Portion 5 of Erf 61, Kelvin Township, Registration Division IR, Transvaal, measuring 2 082 m², held by the Defendants under Deed of Transfer T86526/92, being 26 Burnway Street, Kelvin.

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/shower, kitchen, scullery, study, barroom, patio, two garages, servant's room and outside bathroom.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this the 19th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z71718/Ms Erasmus/cvdn.)

Case 10704/93

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

In the matter between **United Bank,** a Division of ABSA Bank, Execution Creditor, and **Nicolaas Wilhelmus Potgieter,** Execution Debtor

The following property will be sold in execution on 26 March 1994 at 09:00, at the Sheriff's Offices at 8 Park Street, Kempton Park:

Certain: Erf 202, Kempton Park West Township, Registration Divisions IR, Transvaal, situated at 12 Kruindraai Street, Kempton Park West, Kempton Park, measuring 641 (six hundred and forty-one) square metres.

Consisting of: Dwelling with lounge, bathroom, toilet, three bedrooms, carport and kitchen, all under a tiled roof, property is surrounded by pre-cast walls, subject to certain servitudes as held under Deed of Transfer T40310/83.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Sheriff's office.

Dated at Kempton Park on this 10th day of February 1994.

M. J. Hertz, for Van Rensburg Schoon & Cronje, 8 Die Eike, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park. (Tel. 970-1203.) (Ref. Mrs Button.)

Case 10707/93

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

In the matter between **United Bank,** a Division of ABSA Bank, Execution Creditor, and **Pierre Ronald Richmond,** Execution Debtor

The following property will be sold in execution on 26 March 1994 at 09:00, at the Sheriff's Offices at 8 Park Street, Kempton Park:

Certain: Erf 1873, Birch Acres Extension 6 Township, Registration Division IR, Transvaal, situated at 200 Kwartel Street, Birch Acres Extension 6, Kempton Park, measuring 1 000 (one thousand) square metres.

Consisting of: Dwelling with lounge, two bathrooms, dining-room, two toilets, three bedrooms, garage and kitchen, all under a tiled roof, property is surrounded by pre-cast walls, subject to certain servitudes as held under Deed of Transfer T61387/92.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Sheriff's office.

Dated at Kempton Park on this 10th day of February 1994.

M. J. Hertz, for Van Rensburg Schoon & Cronje, 8 Die Eike, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park. (Tel. 970-1203.) (Ref. Mrs Button.)

Case 18021/93

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

In the matter between **United Bank,** a Division of ABSA Bank, Execution Creditor, and **Olivier Ernest Lodewyk,** Execution Debtor

The following property will be sold in execution on 26 March 1994 at 09:00, at the Sheriff's Offices at 8 Park Street, Kempton Park:

Certain: Section 4, as shown and more fully described on Sectional Plan SS1/1986, in the building or buildings known as Hylton Place, Kempton Park, Registration Division IR, Transvaal, situated at 4 Hylton Place, corner of Mars and Fortress Streets, Rhodesfield, Kempton Park, measuring 116 (one hundred and sixteen) square metres.

Consisting of: Dwelling with lounge, bathroom, dining-room, toilet, two bedrooms, carport, kitchen and driveway, property is surrounded by pre-cast walls, subject to certain servitudes as held under Sectional Title ST1/1986.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Sheriff's office.

Dated at Kempton Park on this 10th day of February 1994.

M. J. Hertz, for Van Rensburg Schoon & Cronje, 8 Die Eike, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park. (Tel. 970-1203.) (Ref. Mrs Button.)

Case 3316/93

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

In the matter between **United Bank,** a Division of ABSA Bank, Execution Creditor, and **Jacobus Johannes Meintjies,** Execution Debtor

The following property will be sold in execution on 26 March 1994 at 09:00, at the Sheriff's Offices at 8 Park Street, Kempton Park:

Certain: Erf 380, Norkem Park Township, Registration Division IR, Transvaal, situated at 15 Van der Nest Street, Norkem Park, Kempton Park, measuring 991 (nine hundred and ninety-one) square metres.

Consisting of: Dwelling with lounge, two bathrooms, dining-room, two toilets, three bedrooms, two garages, kitchen, family/TV-room and driveway, all under tiled roof, property is surrounded by brick walls, subject to certain servitudes as held under Deed of Transfer T14620/79.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Sheriff's office.

Dated at Kempton Park on this 10th day of February 1994.

M. J. Hertz, for Van Rensburg Schoon & Cronje, 8 Die Eike, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park. (Tel. 970-1203.) (Ref. Mrs Button.)

Case 18017/93

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

In the matter between **United Bank,** a Division of ABSA Bank, Execution Creditor, and **Smith David Thomas,** Execution Debtor

The following property will be sold in execution on 26 March 1994 at 09:00, at the Sheriff's Offices at 8 Park Street, Kempton Park:

Certain: Erf 1210, Birch Acres Extension 3 Township, Registration Division IR, Transvaal, situated at 113 Krombek Street, Birch Acres Extension 3, Kempton Park, measuring 934 (nine hundred and thirty-four) square metres.

Consisting of: Dwelling with lounge, bathroom, dining-room, toilet, three bedrooms, kitchen and driveway, all under a tiled roof, property is surrounded by pre-cast walls, subject to certain servitudes as held under Deed of Transfer T111348/92.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Sheriff's office.

Dated at Kempton Park on this 10th day of February 1994.

M. J. Hertz, for Van Rensburg Schoon & Cronje, 8 Die Eike, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park. (Tel. 970-1203.) (Ref. Mrs Button.)

Case 16463/93

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

In the matter between **Allied Bank,** a Division of ABSA Bank, Execution Creditor, and **Jacques van Jaarsveld,** First Execution Debtor, and **Cornelia Naomie van Jaarsveld,** Second Execution Debtor

The following property will be sold in execution on 26 March 1994 at 09:00, at the Sheriff's Offices at 8 Park Street, Kempton Park:

Certain: Erf 451, Estherpark Extension 1 Township, Registration Division IR, Transvaal, situated at 6 Wildepruim Street, Estherpark, Kempton Park, measuring 1 000 (one thousand) square metres.

Consisting of: Dwelling with lounge, bathroom, two toilets, three bedrooms, garage, carport, kitchen and driveway, all under a tiled roof, property is completely surrounded, subject to certain servitudes as held under Deed of Transfer T18555/92.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Sheriff's office.

Dated at Kempton Park on this 10th day of February 1994.

M. J. Hertz, for Van Rensburg Schoon & Cronje, 8 Die Eike, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park. (Tel. 970-1203.) (Ref. Mrs Button.)

Case 16469/93

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

In the matter between **Allied Bank,** a Division of ABSA Bank, Execution Creditor, and **Alex Papademetriou,** First Execution Debtor, and **Thomas Papademetriou,** Second Execution Debtor

The following property will be sold in execution on 26 March 1994 at 09:00, at the Sheriff's Offices at 8 Park Street, Kempton Park:

Certain: Erf 94, Van Riebeeckpark Extension 1 Township, Registration Division IR, Transvaal, situated at 7 Miervreter Street, Van Riebeeckpark Extension 1, Kempton Park, measuring 1 310 (one thousand three hundred and ten) square metres.

Consisting of: Dwelling with lounge, two bathrooms, dining-room, two toilets, three bedrooms, two carports, kitchen, study, family/TV-room, pool and driveway, all under a tiled roof, property is completely surrounded, subject to certain servitudes as held under Deed of Transfer T22423/92.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Sheriff's office.

Dated at Kempton Park on this 10th day of February 1994.

M. J. Hertz, for Van Rensburg Schoon & Cronje, 8 Die Eike, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park. (Tel. 970-1203.) (Ref. Mrs Button.)

Saak 11580/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **ABSA Bank,** handelende as United Bank, Eksekusieskuldeiser, en **Bryan Christopher Bauermeister,** Eerste Eksekusieskuldenaar, en **Judith Elaine Bauermeister,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Benoni, op 23 Maart 1994 om 11:00, voor die Landdroshof te Harperlaan, Benoni, 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 5756, Northmead-uitbreiding 4-dorpsgebied, transportakte gehou onder Titelakte T31458/91, grootte 992 (negehonderd twee-en-negentig) vierkante meter, ook bekend as Hanekomstraat 110, Northmead-uitbreiding 4, Benoni.

Beskrywing: Ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet, garage is vas aan die huis, bediendekamer en toilet losstaande.

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, Benoni.

Geteken te Kempton Park op hierdie 10de dag van Februarie 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Posbus 755, Kempton Park. (Tel. 970-1203.) (Verw. mev. Vosloo/UA84.)

Saak 6000/92

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

In die saak tussen **Pretoria Bank Beperk,** Eksekusieskuldeiser, en **H. A. Nel,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur die bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Maart 1994 om 09:00, by die Balju se kantoor te Parkstraat 8, Kempton Park, 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 378, Edleen, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titelakte T6684/1992, grootte 991 (negehonderd een-en-negentig) vierkante meter, ook bekend as Modderhill-laan 61, Edleen, Kempton Park.

Beskrywing: Sitkamer, twee toilettte, familie/TV-kamer, twee badkamers, drie slaapkamers, kombuis, eetkamer, motorhuis, studeerkamer, motoroprit, swembad en kroeg. Alles onder 'n geteëlde dak. Die eiendom is omring deur baksteenmure.

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 word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Kempton Park.

Geteken te Kempton Park op hierdie 10de dag van Februarie 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mej. Labuschagne/W405.)

Case 5745/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Rosslien, Carolyn,** Defendant

In terms of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), and writ dated 3 December 1993, in the above matter, a sale by public auction with a reserve price will be held by the Sheriff of the Supreme Court, Sheriff's Office, 131 Marshall Street, Johannesburg, on 17 March 1994 at 10:00, upon conditions which may now be inspected at the Deputy Sheriff's Offices, at 131 Marshall Street, Johannesburg, and which will be read by him at the time of the sale, of the following property:

Certain Unit 48, Los Angeles, Registration Division IR, Transvaal, measuring 113 (one hundred and thirteen) square metres, held by Defendant by Deed of Registered Sectional Title ST3307/1984, situated at Unit 48, Los Angeles, 104 Banket Street, Hillbrow.

The following improvements appear on the property:

Improvements: Two bedrooms, kitchen, lounge, two bathrooms and dining-room.

Terms: Ten per cent (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 Deputy Sheriff within 14 (fourteen) days from the date of sale.

Dated on this 17th day of March 1994.

Bernard L. du Plessis, Plaintiff's Attorneys, 17 Fore Street, Alberton, c/o 184 Prairie Street, Rosettenville, Johannesburg; P.O. Box 1346, Alberton, 1450. (Tel. 907-8304/5.)

Bernard L. du Plessis, 100 Marwik Centre, 17 Fore Street, New Redruth, Alberton, 1450. (Ref. Mr du Plessis/AS/10612/NEDC/R.)

Case 7880/93

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

In the matter between **Saambou Bank Limited,** Plaintiff, and **Ngaka William Tshabalala,** First Defendant, married in community of property to **Nomvelase Lena Tshabalala,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 27 December 1993, and writ of execution dated 27 December 1993, the following property will be sold in execution on Wednesday, 16 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 all right, title and interest in the leasehold in respect of Erf 333, Thintwa Township, street address, 333 Thintwa, measuring 170 square metres, held under Certificate of Registered Grant of Leasehold TL45212/1992, dated 29 September 1992.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main building: Lounge, bedroom, bathroom with toilet and kitchen.

Outbuildings: None.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 17,25% (seventeen 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 14th day of February 1994.

B. J. van der Walt & Schoeman, Plaintiff's Attorneys, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss J. Hayward.)

Case 7543/93

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

In the matter between **Saambou Bank Limited,** Plaintiff, and **David Paseka Mgcina,** First Defendant, and **Joyce Khathazile Dlamini,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 27 December 1993, and writ of execution dated 27 December 1993, the following property will be sold in execution on Wednesday, 16 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 all right, title and interest in the leasehold in respect of Erf 202, Thintwa Village Township, street address, 202 Thintwa Village, measuring 263 square metres, held under Certificate of Registered Grant of Leasehold TL46508/1992 dated 6 October 1992.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main building: Lounge, two bedrooms, bathroom with toilet and kitchen.

Outbuildings: None.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 16,25% (sixteen 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 14th day of February 1994.

B. J. van der Walt & Schoeman, Plaintiff's Attorneys, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss J. Hayward.)

Case 4032/92

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

In the matter between **Saambou Bank Limited,** Plaintiff, and **Mosuwe David Mabaso,** First Defendant, married in community of property to **Zolile Vera Mabaso,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 22 September 1992, and writ of execution dated 11 January 1994, the following property will be sold in execution on Wednesday, 16 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: All right, title and interest in the leasehold in respect of Erf 1283, Othandweni Extension 1 Township.

Street address: 1283 Othandweni Extension 1, measuring 337 square metres, held under Certificate of Registered Grant of Leasehold TL6162/1991 dated 18 February 1991.

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, three bedrooms, bathroom with toilet and kitchen.

Outbuildings: None.

1. *Terms:* 10% (ten per centum) of the purchase price in cash at the sale, the balance plus interest at 20,25% (twenty comma two five per centum), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 14th day of February 1994.

B. J. van der Walt & Schoeman, Plaintiff's Attorneys, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359) (Ref. Miss J. Hayward.)

NOTICE OF SALES IN EXECUTION

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 17 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 purchase price plus 4% (four per centum) Sheriff's commission on date of sale and the balance plus interest at Plaintiff's current lending rates of transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.

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

Case 10552/92.

Judgment Debtor: **Ngwedzeni Samuel Munyai.**

Property: Right of leasehold over Erf 386, Temong Township, Registration Division IR, Transvaal, situated at 386 Temong Section, Tembisa.

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

File Ref: L392/92.

Case 10675/90.

Judgment Debtors: **Jan Mashego** and **Elizabeth Mashego.**

Property: Right of leasehold over Erf 126, Ibazelo Township, Registration Division IR, Transvaal, situated at 126 Ibazelo Section, Tembisa.

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

File Ref: L290/90.

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

Case 7447/89

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

In the matter between **Provincial Building Society of South Africa,** Execution Creditor, and **Willem Johannes Steyn,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Alberton, on 10 November 1989, and a warrant of execution issued, the following property will be sold in execution to the highest bidder on 16 March 1994 at 10:00, at the Sheriff of the Court's Offices, 4 Johria Court, Du Plessis Street, Florentia, Alberton:

Erf 784, Alberton Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, 64 Eighth Avenue, Alberton North. Zoned as Residential 1, existing of two bedrooms, bathroom, scullery, kitchen, dining-room, lounge, stoep, garage and outside building.

Improvements (not warranted to be correct).

Terms and conditions:

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

2. *Conditions:* The full conditions of sale may be inspected prior to the day of the sale at the offices of the Sheriff of the Court.

The said conditions will be read out by the Sheriff of the Court immediately prior to the sale.

3. Where the purchaser pay or will pay all amounts necessary to obtain transfer of the property, including transfer costs, transfer duty and/or VAT.

Signed at Alberton on this the 8th day of February 1994.

R. Swanevelder, for S. J. Naude & Klopper, Attorneys for Plaintiff, 42 Van Riebeeck Avenue, Alberton; P.O. Box 34, Alberton, 1450. (Tel. 907-2730.) (Ref. R. Swanevelder/cvdm.)

Saak 845/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **Stephen Sibanda,** Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 15 Maart 1993, sal die ondervermelde eiendom op 18 Maart 1994 om 10:00, aan die hoogste bieër by die kantore van die Balju te Hofgebou, Foxstraat-ingang, Johannesburg, verkoop word:

Erf 1860, Dhlamini-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 211 (tweehonderd en elf) vierkante meter, ook bekend as 1860 Ngoasestraat, Dlamini, Soweto.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

— Die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig.

— Die voorwaardes van die sertifikaat van geregistreerde huurpag.

— Die volledige verkoopvoorwaardes, en sal verkoop word aan die hoogste bieër.

2. Die volgende verbeteringe is op die eiendom aangebring: Enkelverdieping met sitkamer, twee badkamers, twee toilette, drie slaapkamers, gang en kombuis. Omheining en motorafdak.

3. *Terme:* Tien per centum (10%) van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 18,75% (agtien komma sewe vyf per centum) welke rente bereken moet word op die eisbedrag van die Skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of bouverenigingwaarborg of ander aanneembare waarborg, gelewer te word aan die Balju 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju te Hofgebou, Foxstraat-ingang, Johannesburg.

Geteken te Krugersdorp hierdie 7de dag van Februarie 1994.

W. C. J. van Rensburg, vir Van Rensburg & Cilliers, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026.) (Verw. WVR/LF/N227.)

Case 3390/93
PH 396

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

In the matter between **Burger, Johan,** First Plaintiff, and **De Necker, Gysbert Johannes,** Second Plaintiff, and **Wohlgemuth, Lutz Ernst Heins,** 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 17 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 respect of Portion 1 of Erf 694, Westdene, Johannesburg, Registration Division IQ, Transvaal, also known as 15 Andover Road, Westdene, Johannesburg, held under Title Deed T2304/91, and encumbered n terms of bond B2805/91.

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

A well kept residence consisting of an entrance-hall, verandah, two bedrooms, bathroom, separate dining-room and lounge, a modern fitted kitchen, single garage, swimming-pool, outbuildings which is converted into offices and fully walled.

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 the sale, to be calculated as follows:

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

Signed at Johannesburg on the 25th day of January 1994.

Jac van Niekerk & Partners Inc., Plaintiff's Attorneys, Fourth Floor, North State Building, 95 Market Street (corner of Kruis), P.O. Box 88, Johannesburg. (Tel. 333-2144/5/6/8/9.) (Ref. J. Senekal/sdg/D5.)

Case 12036/91

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 **Malcolm Paul Homann,** 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 17 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 1721, Northcliff Extension 16 Township, Registration Division IQ, Transvaal, area 1 715 square metres, situation 139 Weltevreden Road, Northcliff Extension 16.

Improvements: A house under tiled roof consisting of an entrance-hall, three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, two garages, two carports, swimming-pool, servants' quarters and ablutions with precast and brick walls around the property.

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

Dated at Johannesburg on this 8th 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/50207.)

Case 4075/93

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

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

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 9 September 1993 and subsequent warrant of execution the following property will be sold in execution on 16 March 1994 at 10:00, at the offices of the Magistrate, Randburg Magistrate's Court, corner of Selkirk and Jan Smuts Avenue, namely:

Unit 9, Mikri Vigla, Erf 678, Ferndale Township, also known as 9 Mikri Vigla, 253 Surrey Avenue, Ferndale, Randburg, 2194.

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

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

Dated at Randburg on this the 15th day of February 1994.

J. N. v.d. Westhuizen, for Sutherland Van der Westhuizen & Van Tonder Inc., 280 Oak Avenue, Ferndale, Randburg, P.O. Box, Randburg, 2125. (Tel. 886-2310.) (Ref. Mrs Meyer/C1961.)

Saak 5941/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Stadsraad van Benoni,** Eiser, en **J. J. Booysen,** Verweerder

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 20 Oktober 1993 en 'n lasbrief vir eksekusie gedateer 16 November 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur Libra Afslaers BK, op Dinsdag, 22 Maart 1994 om 11:00, by die betrokke perseel self te wete:

Hoewe 8, Fairleads-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 1,8165 (een komma agt een ses vyf) hektaar, gehou kragtens Akte van Transport T55487/1989, beter bekend as Hoewe 8, Pretoriaweg 514, Fairleads-landbouhoewes, Benoni.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie: 'n Half voltooide woonhuis.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju vir die Landdroshof, Benoni, Arcadia-gebou, Princesslaan 84, Benoni, asook Libra Afslaers BK, Derde Verdieping, Floresentrum, Ontdekkersweg, Florida.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshowe, Wet No. 32 van 1933, 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 11de dag van Februarie 1994.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Eerste Verdieping, Marilestgebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. mnr. De Heus/mev. Maartens CC2368.)

Saak 4142/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **NBS Bank Beperk,** Eiser, en **P. W.** en **A. G. Kilian,** Verweerders

Ingevolge die uitspraak van die Landdros, Middelburg, Transvaal, en lasbrief tot geregtelike verkoping gedateer 1 September 1993, sal die ondervermelde eiendom op 25 Maart 1994 om 10:00, te Landdroshof, Middelburg, verkoop word:

Erf 4761, geleë in die dorp Middelburg-uitbreiding 13, Registrasieafdeling JS, Transvaal, groot 1 663 vierkante meter, gehou kragtens Akte van Transport T16338/93, Verband B16720/93, beter bekend as Emily Hobhousestraat 4, Dennesig, Middelburg.

Die eiendom bestaan uit 'n drieslaapkamerwoonhuis, sitkamer, eetkamer, familiekamer, kombuis, twee badkamers en twee toilette, twee motorhuise, stoorkamer en buite toilet. Woonhuis bestaan uit steenmure, volvloermatte en teëldak.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die prokureur vir die Eiser, asook die Balju te Middelburg, gesien word.

14 Februarie 1994.

A. J. Verster, vir Verster & Brauckmann, Prokureur vir die Eiser, Posbus 414, Middelburg, 1050. [Tel. (0132) 43-1033/2/4/5/7.]

Case 60191/92

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

In the matter between **Body Corporation of the Lorna Court Scheme,** Plaintiff, and **Mayisa, Lydia Thoko,** Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 16 March 1993 and subsequent warrant of execution the following property will be sold in execution on 18 March 1994 at 10:00, at the offices of the Magistrate, Court-house, Fox Street Entrance, Johannesburg, namely:

Unit 45, Lorna Court, also known as Flat 46, Lorna Court, 52 Twist Street, Hillbrow, Johannesburg.

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

1. Ten per centum (10%) of the purchase price on date of sale.

2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.

3. Possession subject to any lease agreement.

4. Reserve price to be read out at sale.

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

Grant Kaplan & Friedgut, 11th Floor, 30 Simmonds Street, Johannesburg, P.O. Box 4027, Johannesburg, 2000. (Tel. 833-2244.) (Ref. CI/SK1665.)

Case 1685/93
PH 135

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Erf 2036, Mayfair CC,** First Defendant, **Chiba, Surandra Rama,** Second Defendant, and **Chiba, Parshotam,** Third 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 Sheriff of the Supreme Court, 131 Marshall Street, on 17 March 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, prior to the sale, of the undermentioned property situated at 26 and 26A Fifth Avenue, Mayfair, being Erf 2036, Mayfair Township, Registration Division IQ, Transvaal, measuring 495 (four hundred and ninety-five) square metres; held by Deed of Transfer T35805/1991, which is zoned as residential and consists of (not guaranteed): Two semi-detached dwellings. Each dwelling comprising: Lounge, kitchen, three bedrooms, bathroom, dining-room, cellar, garage 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'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 8th day of February 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 13951/91
PH 128

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Davids, Christopher,** Identity Number 6207275122013, First Defendant, and **Davids, Lorraine Felicity Susan,** Identity Number 6010230243019, 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 Overvaal Building, 28 Kruger Street, Vereeniging, on Thursday, 17 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 at the offices of the Sheriff for the Supreme Court, Vereeniging, prior to the sale:

Portion 67 of Erf 5504, Ennerdale Extension 9 Township, Registration Division IQ, Transvaal, being Portion 67 of 5504 Ennerdale Extension 9, measuring 365 square metres.

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

Dwelling-house consisting of lounge, three bedrooms, bathroom, separate toilet, shower, and kitchen.

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

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

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

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 251450.) N. C. H. Bouwman, Sheriff Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 10302/90

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

In the matter between **United Building Society Limited,** Plaintiff, and **Langdon Peter Talbot,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Deputy Sheriff at 131 Marshall Street, Johannesburg, on 24 March 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the offices of the Deputy Sheriff, Johannesburg, prior to the sale:

Certain Erf 614, Parkwood Township, Registration Division IR, Transvaal, situate at 4 Wantage Road, measuring 969 square metres.

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

The house consists of an entrance-hall, lounge, dining-room, three bedrooms, two bathrooms, separate toilet, kitchen, scullery, laundry, double garage, servant's room, store-room and has a swimming-pool and a tennis court.

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 21 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). The sale may be subject to VAT which will be payable by purchaser.

Date: 8 February 1994.

Langstaffe Bird & Company, Plaintiff's Attorneys, 10th Floor, Metropolitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. Mr Letty/Has.)

Case 20723/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Nhavoto Ernest Samussone,** First Defendant, and **Mohamed Rosinha Flora Cossa,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Deputy Sheriff at 131 Marshall Street, Johannesburg, on 24 March 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the offices of the Deputy Sheriff, Johannesburg, prior to the sale:

Certain Erf 451, Oakdene Extension 2 Township, Registration Division IR, Transvaal, situate at 34 Franschhoek Drive, Oakdene Extension 2, Johannesburg.

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

The house consists of an entrance-hall, a lounge, a dining-room, a family room, four bedrooms, two bathrooms with toilet and shower, a patio and a kitchen.

Terms: 10% (ten per centum) of the purchas price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 21 days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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). The sale may be subject to VAT which will be payable by purchaser.

Date: 8 February 1994.

Langstaffe Bird & Company, Plaintiff's Attorneys, 10th Floor, Metropolitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. Mr Letty/Has.)

Case 22817/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Pappalardo Antonio,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Deputy Sheriff, Sandton, at the Salesrooms of the Sheriff, Ground Floor, Fluor House, 100 Grayston Drive, Sandton, on Friday, 18 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, at the offices of the Deputy Sheriff, Sandton:

Remaining Extent of Portion 1 of Erf 4, Sandhurst, Registration Division IR, Transvaal, measuring 5 292 square metres.

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

The house consists of an entrance-hall, a lounge, family room, four bedrooms, two bathrooms with toilets, a kitchen, a scullery, a cloak room and dressing room.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer to be secured by a bank or building society or other acceptable guarantee to be furnished within 21 (twenty-one) days from the date of sale. The sale may be subject to VAT which will be payable by the purchaser.

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 charge R100 (one hundred rand).

Date: 27th day of January 1994.

Langstaffe Bird & Company, Plaintiff's Attorneys, 10th Floor, Metroplitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. E. M. Letty/Has.)

Case 28181/93
PH 156

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Kruger, Madge Rene,** 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 131 Marshall Street, Johannesburg, on 17 March 1994 at 10:00, of the undermentioned property of the First Defendant on the conditions to be read out by the auctioneer at the offices of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 733, in the Township of Mulbarton Extension 2, measuring 1 475 square metres, held under Deed of Transfer T36610/1981.

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

Auctioneers charges, payable on the date 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), 3% (three per centum) up to a maximum of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 31st day of January 1994.

H. F. Kassel, for Kassel Sklaar Cohen & Co., Plaintiff's Attorneys, 58 Oxford Road, Rosebank, Johannesburg. (Tel. 646-2115.) (Ref. Mr Kassel/F5672.)

Case 33254/92
PH 95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Standard Bank of South Africa Limited,** Execution Creditor, and **Pillay, S.,** trading as Sunco Projects Group, Execution Debtor

In execution of a judgment of the Supreme Court (Witwatersrand Local Division), on 14 July 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on Friday, 18 March 1994 at 10:00, in front of the Magistrate's Court, President Street, Westonaria, to the highest bidder, 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 office of the Sheriff of the Magistrate's Court, Westonaria, prior to the sale:

Certain: Erf 243, Lenasia South Extension 1 Township, Registration Division IQ, Transvaal, measuring 568 (five hundred and sixty-eight) square metres. The property is situated at 243 Starling Street, Lenasia South Extension 1 and is zoned residential.

The following improvements are reported to be on the property but nothing is guaranteed: A dwelling under tiles consisting of three bedrooms, dining-room, lounge, kitchen, bathroom, separate shower and garage.

The purchase price as to 10% (ten per centum) shall be payable in cash on the day of the sale and as to the balance, together with interest thereon, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 14 (fourteen) days of the date of sale.

Auctioneers charges, payble on the day of the sale, to be calculated as follows: 5% (five per centum) of the proceeds of the sale up to a price of R15 000 (fifteen) thousand rand) and thereafter 2½% (two and a half per centum) up to a maximum of R5 000 (five thousand rands) and a minimum of R50 (fifty rands).

Dated at Johannesburg on this 25th day of January 1994.

Dangors, Execution Creditor's Attorneys, First Floor, Rassbro Centre, 77 Gemsbok Street, Lenasia, Johannesburg, P.O. Box 127, Lenasia, 1820. (Tel. 854-1326.) (Ref. 8235/51412-13/P10/A/FNlsb.)

Saak 11149/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **South African Mutual Mortgage Investment Corporation (Pty) Ltd,** Eiser, en **Frederick Wilhelm Theodorius Pistorius,** Verweerder

Kragtens 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), en lasbrief gedateer 18 Oktober 1994, in bogemelde saak, word 'n openbare veiling sonder 'n reserweprys deur die Balju, Hooggeregshof, voor die Landdroshof, Vierde Laan, Thabazimbi, gehou op 18 Maart 1994 om 10:00, volgens voorwaardes wat nou by die Balju se kantoor, Van der Bijlstraat 61, Thabazimbi, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendomme:

Gedeelte 12 van die plaas De Put 412, Registrasieafdeling KQ, Transvaal, groot 2 318 vierkante meter; Gedeelte 18 van die plaas De Put 412, Registrasieafdeling KQ, Transvaal, groot 15,1073 hektaar; Gedeelte 22 van die plaas De Put 412, Registrasieafdeling KQ, Transvaal, groot 8 208 vierkante meter;

Gehou deur Frederick Wilhelm Theodorius Pistorius, Identiteitsnommer 5203145011008, kragtens Akte van Transport T42009/1991.

Die eiendomme is soos volg verbeter:

1. *Gedeelte 18 van die plaas De Put 412:* Een woonhuis bestaande uit vier slaapkamers, kombuis, badkamer, eetkamer en sit-/TV-kamer.

Die buitegeboue bestaan uit bediendekamer met toilet, twee stoorkamers, dubbel motorhuis, afdak voldoende vir drie motors, koelkamer met 'n watertenk op die dak.

Daar is 'n gegalvaniseerde staal dam met 'n boorgat en 'n pomp.

2. *Gedeelte 12* van die plaas is onverbeterde landbougrond.

3. *Gedeelte 22* van die plaas is onverbeterde landbougrond.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme: Tien per centum (10%) van die koopprys en afslaersgelde in kontant op die veilingsdag; die saldo teen oordrag wat verseker moet word deur 'n bank- of bougenootskapwaarborg wat binne veertien (14) dae van die veilingsdatum by die Balju ingelewer moet wees.

Rooth & Wessels, Prokureur vir Eiser, Grondvloer, Kerkplein 38, Pretoria. [Tel. (012) 325-2940.] (Verw. mnr. Brink/rb.) Die Balju, Hooggeregshof, Thabazimbi. [Tel. (01537) 2-1235/6.]

Case 8962/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **F. C. van der Merwe,** Defendant

A sale in execution will be held on 18 March 1994 at 10:00, by the Sheriff for Rustenburg, at the Magistrate's Court, corner of Van Staden and Klopper Streets, Rustenburg, of:

Erf 8, Geelhoutpark, Registration Division JQ, Transvaal, in extent 1 500 square metres, known as 11 Abelia Street, Geelhoutpark, Rustenburg.

Particulars are not guaranteed.

A tiled roof dwelling with carpet floors consisting of a lounge, family room, dining-room, kitchen, four bedrooms, two bathrooms, laundry, three garages, servant's room and toilet.

Inspect conditions at Sheriff for Rustenburg, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 × 303.) (Ref. N1-C/369590/JAA/Mrs C. Thomas.)

Saak 6913/90

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Gerhardus Venter,** Verweerder

Kragtens 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), en lasbrief gedateer 7 November 1993, in bogenoemde saak, word op 'n openbare veiling sonder reserweprys deur die Balju, Hooggeregshof, distrik KwaNdebele te Resterende Gedeelte van Gedeelte 4, van die plaas Nooitgedacht 436, distrik KwaNdebele, Registrasieafdeling JR, Transvaal (sien aanwysings soos hieronder uiteengesit), gehou op Vrydag, 8 April 1994 om 10:00, volgens voorwaardes wat nou by die Balju se kantoor te Haarhoffstraat 16, Groblersdal, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

3/11 (drie elfde) aandeel in Resterende Gedeelte van Gedeelte 4, van die plaas Nooitgedacht 436, distrik KwaNdebele, Registrasieafdeling JR, Transvaal, groot 127,3843 (een twee sewe komma drie agt vier drie) hektaar, gehou kragtens Akte van Transport T2179/82.

Die eiendom is onverbeter.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme: Tien per centum (10%) van die koopprys en afslaersgelde in kontant op die veilingsdag, die saldo teen oordrag wat verseker moet word deur 'n bank- of bougenootskapwaarborg wat binne veertien (14) dae na die veilingsdatum by die Balju ingelewer moet wees.

Aanwysings: Ry tot in Bronkhorstspruit en neem die Ekandustria/Nooitgedacht teerpad. Ry tot by die Loopspruit Kelders, draai regs op die grondpad en ry verby Loopspruit Kelders tot by die Bronkhorstspruit/Vlaklaagte T-aansluiting. Draai regs na Bronkhorstspruit vir 1 km en draai weer regs na kwarriegate vir 1 km. Die perseel is aan die linkerkant.

De Villiers De Beer, Prokureurs vir Eiser, 36ste Verdieping, Volkskas Sentrum, Van der Waltstraat, Pretoria. (Tel. 320-6677.) (Verw. mnr. De Beer/mev. De Swardt/IR0165.)

Die Balju, Hooggeregshof KwaNdebele. (Tel. 01202-2536.) (Verw. Fred Kleb.)

Saak 10702/93

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

In die saak tussen **Allied Bank,** 'n Divisie van ABSA Bank, Eksekusieskuldeiser, en **F. J. G. Atkinson,** Eerste Eksekusieskuldenaar, en **S. M. M. Atkinson,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Maart 1994 om 10:00, te Parkstraat 8, Kempton Park, 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 Balju:

Sekere: Erf 418, Kempton Park-Wes-dorpsgebied.

Transportakte: Gehou onder Titelakte T32636/1987, grootte 612 (seshonderd-en-twaalf) vierkante meter, ook bekend as Johannesstraat 20, Kempton Park-Wes.

Beskrywing: Sitkamer, eetkamer, drie slaapkamers, familie/TV-kamer, kombuis, badkamer en toilet. Alles onder sinkdak. Eiendom is ten volle omhein.

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 word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Kempton Park.

Geteken te Kempton Park op hierdie 14de dag van Februarie 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Saak 15839/93

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

In die saak tussen **Allied Bank,** 'n Divisie van ABSA Bank, Eksekusieskuldeiser, en **Pieter Mostert,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Maart 1994 om 09:00, te Parkstraat 8, Kempton Park, 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: Eenheid 15, in die skema bekend as Sundown Manor ten opsigte van die eiendom of gebou geleë te Erf 1099, Birch Acres-uitbreiding 3, soos meer volledig beskryf in Deeltitel Akte SS567/92.

Transportaktenommer: Gehou onder Titelakte T91612/92, grootte 86 (ses-en-tagtig) vierkante meter, ook bekend as Kapokvoëlstraat 7, Eenheid 15, Sundown Manor, Kempton Park.

Beskrywing: Sitkamer, badkamer, toilet, twee slaapkamers, garage en kombuis. Alles onder teëldak. Eiendom omring deur baksteenmure.

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 10de dag van Februarie 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Saak 13417/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **United Bank,** 'n Divisie van ABSA Bank, Eksekusieskuldeiser, en **A. F. Buchler,** Eerste Eksekusieskuldenaar, en **J. T. V. Buchler,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Germiston, op 21 Maart 1994 om 10:00, te Du Pisanie-gebou, Joubertstraat 72, Germiston, 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 Balju:

Sekere Gedeelte 184 ('n gedeelte van Gedeelte 168) van Erf 132, Klippoortjie-landbouhoewes, gehou onder Titelakte T25040/1986, grootte 1 091 (eenduisend een-en-negentig) vierkante meter, ook bekend as Dowlingstraat 12, Klippoortjie-kleinhoewes, Germiston.

Beskrywing: Sitkamer, eetkamer, twee slaapkamers, kombuis, badkamer en toilet. Alles onder teëldak, eiendom is gedeeltelik omhein.

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 word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Germiston.

Geteken te Kempton Park op die 11de dag van Februarie 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Saak 14824/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **United Bank,** 'n Divisie van ABSA Bank, Eksekusieskuldeiser, en **H. L. Beytel,** Eerste Eksekusieskuldenaar, en **S. E. Beytel,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Germiston, op 21 Maart 1994 om 10:00, te Du Pisanie-gebou, Joubertstraat 72, Germiston, 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 Balju:

Sekere Gedeelte 192 ('n gedeelte van Gedeelte 168) van Erf 132, Klippoortjie-landbouhoewes, gehou onder Titelakte T33289/1985, grootte 1 091 (eenduisend een-en-negentig) vierkante meter, ook bekend as Conradiestraat 5, Klippoortjie-landbouhoewes, Germiston.

Beskrywing: Sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer en toilet. Alles onder teëldak. Eiendom is gedeeltelik omhein.

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 word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Germiston.

Geteken te Kempton Park op die 11de dag van Februarie 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Saak 2671/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **United Bank,** 'n Divisie van ABSA Bank, Eksekusieskuldeiser, en **Brenda Carol Morgan,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Germiston, op 21 Maart 1994 om 10:00, te Du Pisanie-gebou, 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 18, Klopper Park-dorpsgebied, gehou onder Titelakte T20616/1991, grootte 793 (sewehonderd drie-en-negentig) vierkante meter, ook bekend as Planeetstraat 11, Klopper Park, Germiston.

Beskrywing: Sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer, twee toilette, garage en afdak.

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 word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Germiston.

Geteken te Kempton Park op die 14de dag van Februarie 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Saak 4991/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **Allied Bank,** 'n Divisie van ABSA Bank, Eksekusieskuldeiser, en **J. A. van Dyk,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Germiston, op 21 Maart 1994 om 10:00, te Du Pisaniegebou, 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 Gedeelte 14 ('n gedeelte van Gedeelte 1) van Erf 75, Klippoortjie, Landbouhoewes, gehou onder Titelakte T25147/1984, grootte 991 (negehonderd een-en-negentig) vierkante meter, ook bekend as Petzerstraat 4, Cruywagen Park, Elsburg.

Beskrywing: Sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer, toilet, garage, sinkdak en omheining. 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 word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Germiston.

Geteken te Kempton Park op hede die 11de dag van Februarie 1994.

M. J. Hertz, Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Saak 4384/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **Allied Bank,** 'n Divisie van ABSA Bank, Eksekusieskuldeiser, en **Robert Charles Kotze,** Eerste Eksekusieskuldenaar, en **Mira Kotze,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Germiston, op 21 Maart 1994 om 10:00, te Du Pisaniegebou, 72 Joubertstraat, 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 PTN 5 of Erf 184, Klippootjie Agricultural Lots, gehou onder Titelakte T3516/1991, grootte 847 (agt honderd sewe-en-veertig) vierkante meter, ook bekend as Snymanstraat 9, Germiston.

Beskrywing: Sitkamer, eetkamer, drie slaapkamers, kombuis, twee badkamers, twee toilette, garage, afdak, teëldak en omheining. 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, Germiston.

Geteken te Kempton Park op hede die 14de dag van Februarie 1994.

M. J. Hertz, Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Saak 12778/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **Allied Bank,** 'n Divisie van ABSA Bank, Eksekusieskuldeiser, en **Abraham Jacobus Basson,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Germiston, op 28 Maart 1994 om 10:00, te Du Pisaniegebou, 72 Joubertstraat, 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 819, Delville-uitbreiding 6-dorpsgebied, gehou onder Titelakte T48276/1992, grootte 858 (agt honderd agt-en-vyftig) vierkante meter, ook bekend as Ostendweg 54, Delville-uitbreiding 6, Germiston.

Beskrywing: Sitkamer, kombuis, badkamer, toilet, afdak, teëldak en omheining. 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 oogedra 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, Germiston.

Geteken te Kempton Park op hede die 14de dag van Februarie 1994.

M. J. Hertz, Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Saak 11700/90

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

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Beatrix Magdalena Morton,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegstaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwe deur die Balju, Kempton Park, op 26 Maart 1994 om 10:00, te 8 Parkstraat, Kempton Park, 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 98, Kempton Park-Wes, gehou onder Titelakte T6369/1989, groot 612 (ses honderd en twaalf) vierkante meter, ook bekend as Buitopritweg 35, Kempton Park-Wes, Kempton Park.

Beskrywing: Sitkamer, drie slaapkamers, kombuis, badkamer, toilet, afdak, oprit, sinkdak en omhein.

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 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 14 Februarie 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Saak 10266/93

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Rudolf Petrus du Toit,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Maart 1994 om 10:00, te 8 Parkstraat, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat 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 849, Terenure Extension 16, gehou onder Titelakte T81932/1992, groot 1 000 (een duisend) vierkante meter, ook bekend as Tearosestraat 23, Terenture, Kempton Park.

Beskrywing: Sitkamer, eetkamer, drie slaapkamers, kombuis, twee badkamers, toilet, afdak, teëldak en omhein.

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 da na veiling.

3. Die risiko in een 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 14 Februarie 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Saak 20531/93

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **A. M. Hanekom,** Eerste Eksekusieskuldenaar, en **A. Hanekom,** Tweede Eksekusieskuldenaar

Ter uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Maart 1994 om 10:00, te 8 Parkstraat, Kempton Park, 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 van die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere 'Erf 192, Birchleigh-Noord-uitbreiding 3, gehou onder Titelakte T10767/1993, groot 1 067 (een duisend sewe-en-sestig) vierkante meter, ook bekend as Mynhardstraat 1, Birchleigh-Noord-uitbreiding 3.

Beskrywing: Sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer, twee toilette, garage, swembad, teëldak en omhein.

Verbeteringe 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 een 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 14 Februarie 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Saak 8168/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Gerhard Prummer,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Germiston, op 21 Maart 1994 om 10:00, te Du Pisaniegebou, 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 165, Primrose Hill. *Transportaktenommer:* Gehou onder Titelakte T18379/1985. *Grootte:* 851 (agt honderd een-en-vyftig) vierkante meter, ook bekend as Eugeniaweg 100, Primrose Hill.

Beskrywing: Sitkamer, eetkamer, drie slaapkamers, kombuis, twee badkamers, twee toilette, TV-kamer, afdak, swembad, woonstel en teëldak. Eiendom is halfpad omhein.

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, Germiston.

Geteken te Kempton Park op 15 Februarie 1994.

M. J. Hertz, vir Van Rensburg, vir Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Saak 8171/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Gerhard Prummer,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Germiston, op 21 Maart 1994 om 10:00, te Du Pisaniegebou, 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 163, Fishershill. *Transportaktenommer:* Gehou onder Titelakte T34675/1990. *Grootte:* 497 (vier honderd sewe-en-negentig) vierkante meter. *Ook bekend as:* Mainstraat 45, Fishershill.

Beskrywing: Sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer, toilet, afdak en 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, Germiston.

Geteken te Kempton Park op 15 Februarie 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Saak 21288/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Bpk.**, Eiser, en **Anton Eugene van Riet,** Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 9 November 1993, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, in eksekusie verkoop word deur die Balju, Pretoria-sentraal, te Sinodalesentrum, Visagiestraat 234, Pretoria, op Dinsdag, 15 Maart 1994 om 10:00:

Gedeelte 12, soos aangetoon en vollediger beskryf op Deelplan SS190/83 in die skema bekend as Kangelani, ten opsigte van die grond en gebou of geboue geleë te die Resterende Gedeelte van Erf 3129, Plaaslike Bestuur, Stadsraad van Pretoria, welke deel die vloeroppervlakte volgens voormelde deelplan 70 vierkante meter is, gehou kragtens Sertifikate van Geregistreerde Deeltitel ST 190/83 (12) (eenheid), die eiendom is ook bekend as Kangelaniwoonstelle 109, Prinsloostraat 430, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: Simplexwoonstel op die eerste verdieping, bestaande uit twee slaapkamers met toe balkon, kombuis, badkamer en aparte toilet.

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

Gedateer te Pretoria op hierdie 17de dag van Februarie 1994.

J. A. Clayton, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. mnr. Rossouw/F7738/MW.)

Saak 14107/93

IN DIE HOOGGERGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Poelpetaan (Edms.) Beperk,** Eerste Verweerder, en **P. S. Roux,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in ondergemelde sake, soos deur Nedcor Bank Beperk verkry, sal 'n verkoping sonder reserweprys gehou word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Saskomeule), 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 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 1 van Erf 490, Ninapark-uitbreiding 3-dorpsgebied, Registrasieafdeling JR, Transvaal, beter bekend as Waterbokstraat 256, Ninapark-uitbreiding 3, groot 3,215 (drie komma twee een vyf) vierkante meter, gehou kragtens Akte van Transport T1193/1992. Onverbeterde perseel met besigheidsregte.

(2) Gedeelte 4 van Erf 490, Ninapark-uitbreiding 3-dorpsgebied, Registrasieafdeling JR, Transvaal, beter bekend as Tarantaallaan 75E, Ninapark-uitbreiding 3, groot 589 (vyf agt nege) vierkante meter, gehou kragtens Akte van Transport T1196/1992, onverbeterde perseel met besigheidsregte.

(3) Gedeelte 7 van Erf 490, Ninapark-uitbreiding 3-dorpsgebied, Registrasieafdeling JR, Transvaal, beter bekend as Tarantaallaan 75C, Ninapark-uitbreiding 3, groot 377 (drie sewe sewe) vierkante meter. *Gehou:* Kragtens Akte van Transport T1199/1992. Dubbelverdieping eenheid bestaande uit vier slaapkamers, twee en 'n halwe badkamers, kombuis, sitkamer, eetkamer, dubbel motorhuis, bediendegeriewe, plaveisel en omhein met baksteenmure.

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/RL432/93.)

Case 7917/92

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

In the matter between **Saambou Bank Limited,** Plaintiff, and **P. de Jongh Botha,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs dated 6 November 1992 and a writ of execution dated 12 July 1993, the following will be sold in execution without reserve to the highest bidder on 11 March 1994 at 15:00, at the office of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs:

Certain: Erf 438, Dersley Park, Unit 2, situated at Dersley Court, Local Authority, Springs, measuring 172 (one hundred and seventy-two) square metres. Held by the Defendant under Deed of Transfer ST15179/1992 dated 27 March 1992.

Improvements (the following improvements on the property are reported although in this respect nothing is guaranteed): Brick building under tile roof consisting of lounge, dining-room, kitchen, three bedrooms, study and two bathrooms and outbuildings: Two garages.

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

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

Dated at Springs this 16th day of February 1994.

Kruger & O'Connell, Parklaan 22, Springs. (Ref. mnr. O'Connell/HS62.)

Saak 24728/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Gabriel John Fisher,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op 24 Januarie 1994 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Noord-oos, op 15 Maart 1994 om 10:00, te die Verkooplokaal, Sinodalesentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere: Erf 5561, geleë in die dorp Eersterust-uitbreiding 6, Registrasieafdeling JR, Transvaal, met straatadres bekend as Hans Coverdalestraat 661, Eersterust-uitbreiding 6, groot 337 (driehonderd sewe-en-dertig) vierkante meter.

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

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, te Pretoriusstraat 1210, Hatfield.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0014).]

Case 23606/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Manuel Dos Reis Gil,** 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 sale-room of the Sheriff of the Supreme Court, Sandton, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on 18 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 will lie for inspection at the offices of the Sheriff of the Supreme Court at the above address prior to the sale:

Certain: Holding 48, Carlswald Agricultural Holdings, Transvaal, Registration Division JR, situated at 48 Norfolk Road, Carlswald, Sandton, measuring 3,2140 hectares.

There are no improvements on the property.

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 bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from date of sale. Auctioneers charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this the 15th day of February 1994.

J. Theiss, for Smit De Wet & Partners, 13th Floor, Schreiner Chambers, 94 Pritchard Street, P.O. Box 208, Johannesburg. (Tel. 337-6120.)

Saak 27222/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Standard Bank van SA Beperk,** Eiser, en **D. Naran,** handeldrywende as B. Bhoola & Sons, Verweerder

Ter uitwinning van 'n vonnis in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys gehou word te Klaburnhof, Ockersestraat 22B, Krugersdorp, op Woensdag, 16 Maart 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp, voor die verkoping ter insae sal lê, synde:

Erf 26, Azaadville-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 377 (drie sewe sewe) vierkante meter, gehou kragtens Akte van Transport T13793/1979.

Die volgende verbeterings word gemeld alhoewel geen waarborg in verband daarmee gegee kan word nie:

Woonhuis onder sinkdak bestaande uit sitkamer, gesinskamer, een en 'n half badkamer, drie slaapkamers, gang en kombuis.

Verkoopvoorwaardes:

1. 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.

2. Afslaersgelde betaalbaar op die dag van verkoping, sal as volg bereken word:

5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand), met 'n minimum fooi van R100 (eenhonderd rand).

Geteken te Krugersdorp op hierdie 14de dag van Februarie 1994.

A. B. Louw, vir J. B. Hugo & Cronje, Tweede Verdieping, Alliedhuis, hoek van Human- en Markstraat, Krugersdorp. [Tel. (011) 660-7361.] (Verw. mnr. Louw/ab 10540/51816.)

Saak 3038/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Standard Bank of SA Limited,** Eksekusieskuldeiser, en **Pieter Willem van Heerden,** Eksekusieskuldenaar

Ter uitwinning van 'n vonnis in die Landdroshof vir die distrik Krugersdorp, en eksekusie lasbrief gedateer 13 Julie 1993, sal die hiernavermelde onverbeterde eiendomme op 18 Maart 1994 om 10:00, te Baljukantoor, Beaconsfieldlaan 41A, Vereeniging, aan die hoogste bieder geregtelik verkoop word:

1. Gedeelte 1 van Erf 116, Falcon Ridge, Registrasieafdeling IQ, Transvaal, groot 1 150 (eenduisend eenhonderd en vyftig) vierkante meter, gehou deur die Eksekusieskuldenaar kragtens Akte van Transport T21967/1985; en

2. Gedeelte 2 van Erf 116, Falcon Ridge, Registrasieafdeling IQ, Transvaal, groot 1 099 (eenduisend nege-en-negentig) vierkante meter, gehou deur die Eksekusieskuldenaar kragtens Akte van Transport T21967/1985.

Verkoopvoorwaardes:

1. Die eiendom sal vir kontant aan die hoogste bieder sonder reserwe prys verkoop word; die verkoping sal onderworpe wees aan die bepaling en regulasies van die Landdroshofwet en titelakte van die eiendom waar van toepassing.

2. Die koopprys sal soos volg betaalbaar wees:

(a) Tien persent (10%) daarvan in kontant op die dag van die verkoping betaalbaar aan die Balju.

(b) Die balans moet gewaarborg word teen registrasie van transport, by wyse van 'n goedgekeurde bank- en/of bouvereenigingwaarborg ten gunste van die Vonnisskuldeiser en/of die se genomineerde, en sodanige waarborg moet aan die Balju oorhandig word binne 21 (een-en-twintig) dae na die verkoopdatum, welke waarborg betaalbaar moet wees op datum van registrasie van transport van die eiendom in die naam van die koper, vry van bankkommissie te Brits.

3. Die volledige verkoopvoorwaardes sal deur die Balju onmiddellik voor die verkoping uitgelees word, en lê ter insae by sy kantore, te Beaconsfieldlaan 41A, Vereeniging.

Geteken te Krugersdorp op hierdie 7de dag van Februarie 1994.

J. B. Hugo & Cronje, Tweede Verdieping Alliedgebou, Markstraat, Posbus 115, Krugersdorp. (Tel. 660-7361.) (Verw. mnr. Louw/ab 3888/51274/52483.)

Saak 25943/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Valentino Andrade de Castro** (Eerste) en **Audrey Chalette de Castro** (Tweede) Verweerder

Gedeelte 5 van die Erf 280, De Deur Estates Ltd, Registrasieafdeling IQ, Transvaal, groot 8 201 vierkante meter, geleë tussen Tree- en Ruwellstraat, De Deur.

T5635/1985—Eksekusieveiling voor die Baljukantore, Beaconsfieldlaan 41A, Vereeniging, op 25 Maart 1994 om 10:00, aan die hoogste bieder.

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

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

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

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 3% (drie persent) plus BTW tot 'n maksimum bedrag van R6 000 en/of 5% (vyf persent) plus BTW op 'n maksimum bedrag van R20 000 van die totale koopprys.

Geteken te Pretoria op hierdie 17de dag van Februarie 1994.

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

Saak 24528/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Applikant, en **Meechan, Pauline Helen,** Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 26 Oktober 1993, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 15 Maart 1994 om 10:00, by die kantore van die Balju, Randburg, te Elna Randhof 9, hoek van Selkirk- en Blairgowrierylaan, Blairgowrie, Randburg, aan die hoogste bieder:

Erf 4007, Bryanston-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 2 309 (tweeduisend driehonderd en nege) vierkente meter, gehou kragtens Akte van Transport T79686/89, sonering woonhuis, geleë te Aspenstraat 12, Bryanston, Randburg.

Die reserweprys is geen, onderworpe aan bekragtiging.

Die eiendom bestaan uit klinker-baksteenhuis, sekuriteitshekke, buitetelefoon by hek, baksteenplaveisel, toesluitmotorhuis, vier slaapkamers, twee badkamers, twee toilette, kombuis, sitkamer, eetkamer, TV-kamer, swembad, sinkdak, bediendekamer, waskamer, borrelbad (welke verbeterings nie gewaarborg word nie.)

Terme en Voorwaardes:

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

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

Geteken te Johannesburg op hierdie 4de dag van Februarie 1994.

Tim Du Toit & Kie Ing., Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Johannesburg; Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Fax. (011) 331-9700.] (Verw. W. A. du Randt/tvr/M69.1.)

Saak 884/93

IN DIE LANDDROSHOF VIR DIE DISTRIK THABAZIMBI GEHOU TE THABAZIMBI

In die saak tussen **Nedcor Bank Beperk,** voorheen Nedperm Bank Beperk, Eiser, en **Samuel Jacobus Koekemoer,** Eerste Verweerder, en **Marina Avis Koekemoer,** Tweede Verweerder

Ingevolge 'n uitspraak van bogenoemde Agbare Hof, en lasbrief vir eksekusie gedateer 10 November 1993, sal die hierondervermelde eiendom geregtelik verkoop word op 25 Maart 1994 om 10:00, by die Landdroskantoor te Vierdelaan, Thabazimbi, aan die hoogste bieder.

Erf 28, geleë in die dorp Northam, Registrasieafdeling KQ, Transvaal, groot 2 379 m^2 bekend as Venterstraat 28, Northam, gehou kragtens Akte van Transport T73273/92.

Verbeterings: Sinkdakwoonhuis met vier slaapkamers, twee badkamers, kombuis, sitkamer, eetkamer, familiekamer, enkelmotorhuis met bediende kwartiere. Die woonhuis is 'n enkelverdieping.

Die eiendom sal verkoop word onderhewig aan die volgende voorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van artikel 66, van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.

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

2.1 10% (tien persent) van die koopprys in kontant op die dag van verkoping.

2.2 Die balans is betaalbaar in kontant teen registrasie gewaarborg te word deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne 21 (een-en-twintig) dae na die dag van die verkoping en wel gewaarborg vry van kommissie aan die Balju, Landdroshof, Thabazimbi, betaalbaar te wees teen registrasie van transport van die eiendom in die naam van die koper.

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

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

5. Die koper is aanspreeklik vir betaling van afslaersgelde teen 5% (vyf persent) van die opbrengs van die verkoping tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum van R6 000, met 'n minimum van R200 asook enige BTW wat betaalbaar mag wees.

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

J. V. D. Wateren, vir J. F. van Graan & V. D. Wateren, Van der Bijlstraat 61, Posbus 107, Thabazimbi, 0380. [Tel. (01537) 2-1235/6.]

Saak 18265/93

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

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Hugh Glenn Evans,** Eerste Eksekusieskuldenaar, en **Marie Irene Evans,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwe deur die Balju, Kempton Park, op 26 Maart 1994 om 09:00, te Parkstraat 8, Kempton Park, 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 1061, Bonaero Park-uitbreiding 2, Kempton Park, Transportaktenommer gehou onder Titelakte T3003/91, grootte 1 190 (eenduisend eenhonderd-en-negentig) vierkante meter, ook bekend as Sudstraat 13, Bonaero Park-uitbrei ding 2.

Beskrywing: Sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, twee garages, familie/TV-kamer, kombuis, oprit, kar-afdak, swembad, alles onder teëldak en eiendom omhein met mure.

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 word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Kempton Park.

Geteken te Kempton Park op hierdie 11de dag van Februarie 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Saak 393/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BELFAST GEHOU TE BELFAST

In die saak tussen **Khayalethu Home Loans (Pty) Ltd,** Eiser, en **J. J. Mabaso,** Eerste Verweerder, en **C. C. Mabaso,** Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 18 Maart 1994 om 10:00, per publieke veiling deur die Balju, Belfast, verkoop word:

Erf 959, Siyathuthuka, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Siyathuthuka, gehou kragtens Grondbrief TL43680/90, grootte 252 vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Steenhuis bestaande uit sitkamer, kombuis, twee slaapkamers en badkamer.

Die wesenlike 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 Belfast op hierdie 16de dag van Februarie 1994.

V. Weimar, vir Bezuidenhout Van Zyl Ing., p.a. Victor D. Weimar & Seuns, Vermootenstraat, Belfast. [Tel. (01325) 3-1155.]

Case 18866/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Ltd,** Plaintiff, and **Mathey Johan Grobbelaar,** First Defendant, and **Engenasina Petronella Grobbelaar,** Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Middelburg, in front of the Magistrate's Court, Church Street, Hendrina, on 15 March 1994 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Middelburg, Auxilium Building, 4A Eksteen Street, Middelburg, and which will be read by him at the time of the sale, of the following property owned by Defendants:

Portion 2, of Erf 363, situated in the Township of Hendrina, Registration Division IS, Transvaal, measuring 1 427 (one thousand four hundred and twenty-seven) square metres, held by the Defendants under Deed of Transfer T11684/1985.

This property is situated at 77 De Cuerco Street, Hendrina, Transvaal.

The property is improved as follows: Lounge, family room, entrance-hall, two bathrooms, scullery, two garages, dining-room, kitchen, five bedrooms, two toilets and laundry.

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 auctioneers' 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 14th day of February 1994.

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

Case 17046/93

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Andries Koopman,** Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 15 March 1994 at 10:00, of:

Erf 4161, in the Town Eersterust Extension 6, Registration Division RS, Transvaal, measuring 480 (four hundred and eighty) square metres, known as 657 Hans Coverdale-Noord Street, Eersterust Extension 6.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms and bathroom.

Inspect conditions at Sheriff, Pretoria North East, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-366520/JAA/J. S. Herbst.)

Case 83377/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Marthinus Wessels Pretorius,** Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 15 March 1994 at 10:00, of:

Sections 25 and 75 as shown on Sectional Plan SS363/89, in the building Nyasa, situated at Erf 2826, Pretoria Township, in the local authority of the City Council of Pretoria, measuring 93 (ninety-three) square metres and 21 (twenty-one) square metres, respectively; and

an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST363/89 (25) (Unit) and ST363/89 (75) (Unit).

Known as Flat 501, Nyasa, 522 Andries Street, Pretoria.

Particulars are not guaranteed.

Two-bedroomed flat with lounge, dining-room, kitchen and bathroom.

Inspect conditions at Sheriff, Pretoria Central, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-392390/JAA/J. S. Herbst.)

Case 25592/92

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Elizabeth Maria Magrieta Hext,** Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 15 March 1994 at 10:00, of:

Section 35 as shown on Sectional Plan SS206/84 in the building Dakota, situated at Portion 2, Erf 585, Queenswood Township, Local Authority Pretoria, measuring 43 (fourty-three) square metres; and

an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST206/84 (35) (Unit).

Known as Flat 322, Dakota, 218 Shilling Street, Queenswood.

Particulars are not guaranteed.

Bachelor flat with carport.

Inspect conditions at Sheriff, Pretoria Central, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-324672/JAA/J. S. Herbst.)

Case 3844/92

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Cornelius Johannes Bernardo,** First Defendant, and **Margritha Elizabeth Magdalena Mara Bernardo,** Second Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 15 March 1994 at 10:00, of:

Portion 13 of Erf 26, situated in the Township of East Lynne, Registration Division JR, Transvaal, measuring 1 022 (one thousand and twenty-two) square metres, known as 39 Rooihaaskoppie Avenue, East Lynne.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, one and a half bathrooms and single garage.

Inspect conditions at Sheriff, Pretoria North East, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-321389/JAA/J. S. Herbst.)

Case 66905/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Andries Christiaan Niemann,** Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 16 March 1994 at 10:00, of:

Section 1 as shown on Sectional Plan SS244/92, in the building Eld 1534, situated at Elarduspark Extension 3, in the local authority, City Council of Pretoria, measuring 145 (one hundred and forty-five) square metres; and

An undivided share in the common property in the land and building held under Certificate of Deed of Transfer ST55676/92.

Known as Duete 1, Eld 1534, 786 Piering Road, Elarduspark Extension 3.

Particulars are not guaranteed.

Three-bedroomed duete with lounge, dining-room, kitchen, study, two bathrooms and double garage.

Inspect conditions at Sheriff, Pretoria South, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-387561/JAA/J. S. Herbst.)

Case 330/94

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Frederik Jacobus Theron,** First Defendant, and **Sandra Theron,** Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 16 March 1994 at 10:00, of:

Erf 154, situated in the Township of Silver Lakes, Registration Division JR, Transvaal, measuring 904 (nine hundred and four) square metres, known as Erf 154, Silver Lakes.

Particulars are not guaranteed.

Vacant land.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-397517/JAA/J. S. Herbst.)

Case 12349/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Hendrik Johannes Croucamp,** First Defendant, and **Linda Croucamp,** Second Defendant

A sale in execution will be held on Friday, 11 March 1994 at 11:00, in front of the Magistrate's Office, Cullinan, by the Sheriff for the Supreme Court, Cullinan, of:

Erf 628, in the Township of Rayton, Registration Division JR, Transvaal, in extent 1 055 square metres, known as 1 Lademan Street, Rayton.

Particulars are not guaranteed.

Dwelling: Combined lounge and dining-room, kitchen, three bedrooms and two bathrooms.

Inspect conditions at Sheriff for the Supeme Court, Cullinan, at 41 Cornelis Street, Bronkhorstspruit.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1-C/371772/JAA/M. Oliphant.)

Case 40900/92

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Lukas Marthinus Ferreira,** First Defendant, and **Anna Catharina Ferreira,** Second Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, Thursday, 17 March 1994 at 10:00:

Erf 415, in the Township of Suiderberg, Registration Division JR, Transvaal, measuring 920 square metres, known as 1239 Dorp Street, Suiderberg, Pretoria, 0082.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, three bedrooms and one and a half bathroom.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-369563 (334702)/JAA/M. Oliphant.)

Saak 21700/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **J. N. Khosa,** Eerste Verweerder, en **N. H. Khosa,** Tweede Verweerder

Neem kennis dat in terme van 'n vonnis van bogenoemde Hof en 'n lasbrief vir beslaglegging gedateer 13 Desember 1993, die ondervermelde eiendom in eksekusie verkoop sal word op Vrydag, 11 Maart 1994 om 10:00, te die Landdroshof, Sealeneweg, Phalaborwa:

Die eiendom wat aldus te koop aangebied sal word, is:

Erf 780, geleë in die dorpsgebied Phalaborwa-uitbreiding 1, Registrasieafdeling LU, Transvaal, groot 1 636 (een ses drie ses) vierkante meter, gehou kragtens Transportakte T32450/93, bekend as Frans du Toitstraat 24, Phalaborwa.

Verbeterings: Woonhuis met steenmure en staandak, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met stort en aparte toilet.

Die eiendom sal verkoop word onderhewig aan die verkoopvoorwaardes wat ter insae is by die kantoor van die Balju van Phalaborwa.

Geteken te Pretoria hierdie 2de dag van Februarie 1994.

P. R. Greyling, vir Couzyn Hertzog & Horak Ing., Prokureurs vir Eiser, Eerste Verdieping, Praetor Forum, Van der Waltstraat 269, Pretoria. (Verw. Greyling/PB/A.168/93.)

16718/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Beperk,** trading as Nedbank, Plaintiff, and **Francois Vermeulen Smit,** Defendant

In execution of a judgment of the Supreme Court of South Africa, (Transvaal Provincial Division), in the above-mentioned matter, a sale in execution will be held at 142 Struben Street, Pretoria, at the offices of the Sheriff, Pretoria East, on Wednesday, 16 March 1994 at 10:00, of the Defendant's undermentioned property with a reserve price and on the conditions to be read out by the Auctioneer namely the Sheriff, Pretoria East, prior to the sale and which conditions can be inspected at the offices of the Sheriff, Pretoria East, prior to the sale:

Certain: Erf 49, Wingate Park, Pretoria.

Measuring: 1 261 square metres.

Known as: Magatostreet 689, Wingate Park.

Held under: Deed of Transfer T46481/1987.

Improvements: Dwelling consisting of: Four bedrooms, two bathrooms with separate toilets, lounge, dining-room, TV/family-room, kitchen, two garages, store-room, servant quarters with toilet. Outbuildings consisting of: Swimming-pool, bore hole.

Improvements are not warranted to be correct and are not guaranteed.

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

Dated at Pretoria on this the 19th day of January 1994.

A. S. Schempers, for Weavind & Weavind Inc., Attorney for Plaintiff, Third Floor, Nedbank Building, 200 Andries Street, Pretoria.

Case 2131/91

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

In the matter between **NBS Bank Limited,** formerly trading as Natal Building Society Limited, Plaintiff, and **Frederick Henderik Johannes van Tonder,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, and a writ of execution dated 24 September 1993, the property listed hereunder will be sold in execution on 30 March 1994 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: Erf 1028, Crystal Park Extension 1 Township, Registration Division IR, Transvaal.

Measuring: 813 (eight hundred and thirteen) square metres.

Held under Deed of Transfer T44334/90 dated 15 November 1990, situated at 13 Beacon Street, Crystal Park Extension 1, Benoni.

The following improvements are reported to be on the property but nothing is guaranteed: Single storey dwelling detached, brick and plaster, tiled roof, fitted carpets, lounge, dining-room, kitchen, three bedrooms bathroom, toilet, garage, outside toilet, brick and drive, patio.

The conditions of sale:

The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 214 Arcadia, 84 Princes Avenue, Benoni.

Dated at Benoni on the 11th day of February 1994.

J. H. Boshoff, Attorneys for the Plaintiff, First Floor, NBS Centre, corner of Woburn and Rothsay Streets, Benoni. (Tel. 845-2559/845-2594.) (Ref. Mr Boshoff/lm/A212/91.)

Case 4517/91

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, Plaintiff, and **Joyce Sothoane,** Defendant

in pursuance of a judgment in the Court for the Magistrate of Benoni, a writ of execution dated 15 September 1993, the right, title and interest in the leashold listed hereunder will be sold in execution on 30 March 1994 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder. All the right, title and interest in the leasehold in respect of:

Certain: Erf 30352, Daveyton Township, Registration Division IR, Transvaal.

Measuring: 205 (two hundred and five) square metres.

Situated at 30352 Daveyton Township, as amended in terms of Act 112 of 1991.

Held by the Defendant/s in her/his name under Certificate of Registered Grant of Leasehold TL 37577/1990, dated 26 September 1990.

The following improvements are reported to be on the property but nothing is guaranteed: Single storey dwelling detached, brick and plaster, tiled roof, fitted carpets and vinyl, lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

The conditions of sale:

The purchase price will be payable as to a deposit in case of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 214 Arcadia, 84 Prince's Avenue, Benoni.

Dated at Benoni on this the 11th day of February 1994.

J. H. Boshoff, Attorney, First Floor, NBS Centre, corner of Woburn and Rothsay Streets, Benoni. (Tel. 845-2559/845-2594.) (Ref. Mr Boshoff/lm/A347/91.)

Case 974/91

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Andre Heyneke and Maria Susanna Anna Heyneke,** Execution Debtors

In pursuance of a judgment of the above Honourable Court, and a warrant of execution, the property described as Erf 2133, Ellisras Extension 16 Township, Registration Division LQ, Transvaal, in extent 1 180 square metres, held by Deed of Transfer T3378/89, will be sold in front of the Court-house of the above Court, on 29 March 1994 at 10:00, without reserve and to the highest bidder.

Improvements (which are not warranted to be correct and not guaranteed): Three bedroomed brick dwelling under tiled roof with one and a half bathroom, kitchen, lounge, dining-room and family room, outbuildings consist of double garage, store-room, servant's room and toilet, property fenced and swimming-pool.

The material conditions of the sale are:

1. Unless arrangements are made with the Plaintiff before the sale, the purchaser must pay a deposit of 10% (ten per centum) of the purchase price or R1 000 (one thousand rand) whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a guarantee approved by the Sheriff and delivered within 21 (twenty-one) days from the date of sale.

2. The sale is voetstoots and subject to:

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

2.2. the conditions of the title deed, and

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.

Signed at Pietersburg on the 15th day of February 1994.

L. F. de Lange, for Meyer, Pratt & Luyt, c/o Van der Merwe & Pretorius, Block B, Onverwacht Business Centre, Onverwacht; P.O. Box 5535, Ellisras, 0555.

Saak 24528/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Applikant, en **Meechan Pauline Helen,** Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 26 Oktober 1993, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 15 Maart 1994 om 10:00, by die kantore van die Balju, te Randburg, te Elna Randhof 9, hoek van Selkirk- en Blairgowrierylaan, Blairgowrie, Randburg, aan die hoogste bieder:

Erf 4007, Bryanston-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 2 309 (tweeduisend driehonderd-en-nege) vierkante meter, gehou kragtens Akte van Transport T79686/89, sonering woonhuis, geleë te Aspenstraat 12, Bryanston, Randburg.

Die reserweprys is geen, onderworpe aan bekragtiging.

Die eiendom bestaan uit: Klinkerbaksteenhuis, sekuriteitshekke, buitetelefoon by hek, baksteen plaveisel, toesluit motorhuis, vier slaapkamers, twee badkamers, twee toilette, kombuis, sitkamer, eetkamer, TV-kamer, swembad, sinkdak, bediendekamer, waskamer en borrelbad (welke verbeterings nie gewaarborg word nie).

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

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

Geteken te Johannesburg op hierdie 4de dag van Februarie 1994.

Tim du Toit & Kie. Ing., Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Johannesburg; Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Fax. (011) 331-9700.] (Verw. W. A. du Randt/tvr/M69.1.)

Saak 3537/91

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **Saambou Bank Beperk,** Vonniskuldeiser, en **Philippus Carel Bodenstein,** Eerste Vonnisskuldenaar, en **Hester Maria Bodenstein,** Tweede Vonnisskuldenaar

Ingevolge uitspraak van bogemelde Agbare Hof, en lasbrief vir eksekusie gedateer 2 Desember 1993, word die hiernavermelde eiendom op Vrydag, 18 Maart 1994 om 10:00, voor die Landdroskantoor te Ermelo, geregtelik verkoop aan die persoon wat die hoogste bod maak naamlik:

Resterende Gedeelte van Erf 565, geleë in die dorp Ermelo, Registrasieafdeling IT, Transvaal, groot 1 428 (eenduisend vierhonderd agt-en-twintig) vierkante meter, gehou kragtens Akte van Transport T72939/89, die eiendom is verbeter en geleë te Kleynhansstraat 15, Ermelo, 2350.

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

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

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

(c) Die koper sal aanspreeklik wees vir hereregte, transportkoste en agterstallige belastings indien enige, tesame met Belasting op Toegevoegde Waarde daarop, asook ander uitgawes wat nodig is om transport te laat geskied.

Gedateer te Ermelo hierdie 10de dag van Februarie 1994.

E. T. Slabbert, vir Dr. M. M. Nolte, De Clercqstraat 11, Ermelo, 2350. (Verw. mnr. Slabbert/ze 2525.)

Case 34278/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Venter: Roelof Petrus Gerhardus,** 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, 17 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 130, Brixton Township, Registration Division IR, Transvaal, situation 159 Collins Street, Brixton, area 570 (five hundred and seventy) square metres.

Improvements (not guaranteed): Two bedrooms, two bathrooms, kitchen, lounge, study, under iron roof, staff quarters with outside ablutions, concrete driveway and enclosed with brick walls.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price *or* (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand), and a minimum of R200 (two hundred rand).

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NQ86E/mgh/tf.)

Case 33537/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Oliver: Shana Candice,** 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, 17 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 126, Meredale Township, Registration Division IQ, Transvaal, situation 66 Amy Street, Meredale, area 2 192 (two thousand one hundred and ninety-two) square metres.

Improvements (not guaranteed): Three bedrooms, two full bathrooms, kitchen, lounge, dining-room, study, two garages/store-rooms, swimming-pool, entrance-hall, under tiled roof, concrete driveway and enclosed with pre-cast walls.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price *or* (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand), and a minimum of R200 (two hundred rand).

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NQ83E/mgh/tf.)

Case 34374/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Ngele: Johannes Thomas,** First Defendant, and **Ngele: Frieda Maureen,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 17 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 Lot 1071, Molapo Township, Registration Division IQ, Transvaal, situation Lot 1071, Molapo, Tshiawelo, area 283 (two hundred and eighty-three) square metres.

Improvements (not guaranteed): Two bedrooms, kitchen, dining-room, two garages/store-rooms, under iron and asbestos roof, concrete driveway, enclosed with brick walls and wire fencing.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price *or* (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand), and a minimum of R200 (two hundred rand).

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NO176E/mgh/tf.)

Case 33796/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Coetzee: Manuel,** 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, 17 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 1138, Eldoradopark Township, Registration Division IQ, Transvaal, situation 80 Goud Street, Eldoradopark, area 278 (two hundred and seventy-eight) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, under asbestos roof, brick driveway and enclosed with pre-cast walls.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price *or* (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand), and a minimum of R200 (two hundred rand).

Dated at Johannesburg on this the 9th day of February 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NV141E/mgh/tf.)

Case 34450/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Viegas: Mario Manuel Marques,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 17 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:

1. A unit consisting of:

(a) Section 138, as shown and more fully described on Sectional Plan 101/1981, in the building or buildings known as Federated Place, of which the floor area, according to the sectional plan is 41 (forty-one) square metres, in extent; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, situation Flat 1104, Federated Place, 10 O'Reilly Road, Berea, area 41 (forty-one) square metres.

Improvements (not guaranteed): Lounge/bedroom, full bathroom and kitchen under slab roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price *or* (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand), and a minimum of R100 (one hundred rand).

Dated at Johannesburg on this the 11th day of February 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. OZ100E/mgh/tf.)

Case 34453/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Pienaar: Louisa Catherina Zacharia,** 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, 17 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: Portion 1 of Erf 1395, Bezuidenhout Valley Township, Registration Division IR, Transvaal, situation 149 Bezuidenhout Avenue, Bez Valley, area 496 (four hundred and ninety-six) square metres.

Improvements (not guaranteed): A double storey dwelling consisting of: Lounge/dining-room, family-room, study, four bedrooms, two full bathrooms, pantry, wash-up/laundry, garage, under tiled roof, enclosed with brick walls, paved driveway and staff quarters with outside ablution.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price *or* (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand), and a minimum of R200 (two hundred rand).

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR336E/mgh/tf.)

Case 34627/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Sadike: Abel Norman,** 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, 17 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 Lot 3788, Orlando East Township, Registration Division IQ, Transvaal, situation 3788 Nkomyahlaba Street, Orlando East, area 374 (three hundred and seventy-four) square metres.

Improvements (not guaranteed): Bedroom, bathroom, kitchen, dining-room, two garages/store-room, under iron roof and property enclosed.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price *or* (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand), and a minimum of R200 (two hundred rand).

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. OZ103E/mgh/tf.)

Case 34549/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Johnson: Bashier,** 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, 17 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 3694, Eldoradopark Extension 2 Township, Registration Division IQ, Transvaal, situation 36 Sneeuberg East Street, Eldoradopark Extension 2, area 348 (three hundred and forty-eight) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, under asbestos roof, concrete driveway and enclosed with pre-cast roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price *or* (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand), and a minimum of R200 (two hundred rand).

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NY60E/mgh/tf.)

Case 34378/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Loots: Andreas Jacobus,** First Defendant, and **Lind: Grant Robert,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of Sheriff, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, on Friday, 18 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, prior to the sale:

Certain: Erf 482, Gallo Manor Extension 2 Township, Registration Division IR, Transvaal, situation 39 Keiskamma Street, Gallo Manor Extension 2, area 1 366 (one thousand three hundred and sixty-six) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room garage/store-room, swimming-pool, tennis court, under tiled roof, staff quarters with outside ablutions, slasto driveway and enclosed with brick walls.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price *or* (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand), and a minimum of R200 (two hundred rand).

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. SN057/mgh/tf.)

Case 34367/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Ndlovu: Lucky Freddy,** 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, 17 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 Lot 1877, Tladi Township, Registration Division IQ, Transvaal, situation Lot 1877, Tladi, area 261 (two hundred and sixty-one) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, dining-room, under tiled roof, driveway, property enclosed.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price *or* (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand), and a minimum of R200 (two hundred rand).

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. NO177E/mgh/tf.)

Case 33908/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Van Schoor: Mogamat,** 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, 17 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: 1983 Mayfair Township, Registration Division IQ, Transvaal, situation 21 Third Avenue, Mayfair, area 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, dining-room, family-room, study, garage/store-room, carport, under iron roof, outside ablutions, concrete driveway and enclosed with brick walls.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price *or* (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand), and a minimum of R200 (two hundred rand).

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NQ84E/mgh/tf.)

Case 34376/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Gilinsky: Melinda,** First Defendant, and **Gilinsky: Rose,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 17 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, prior to the sale:

Certain: Erf 61, Orange Grove Township, Registration Division IR, Transvaal, held under Deed of Transfer T26223/92 and Deed of Cession of Usufruct K1090/92S, situation 11 Tenth Street, Orange Grove, area 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, dining-room, under iron roof, two staff quarters with outside ablutions, concrete driveway, enclosed with pre-cast 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 Defendants has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand), and a minimum of R200 (two hundred rand).

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR334E/mgh/tf.)

Case 33090/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Supextra master Builders (Proprietary) Limited No. 86/03741,** Defendant

In execution of a judgment on the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Boksburg, at 182 Leeuwpoort Street, Boksburg, on Friday, 18 March 1994 at 11:15, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 769, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, situated Erf 769, Vosloorus Extension 2, area 309 (three hundred and nine) square metres.

Improvements: A vancant stand (not guaranteed).

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 R200.

Dated at Johannesburg on this the 15th day of February 1994.

Maisels Smit & Lowndes, Attorneys for the Plaintiff, 12th Floor, Medical Centre, Johannesburg. (Tel. 337-3142.) (Ref. BO3E/mgh/tf.)

Saak 1625/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WESTONARIA GEHOU TE WESTONARIA

In die saak tussen **Janse van Rensburg & Strydom,** Eiser, en **M. A. de Bruyn,** Verweerder

Ingevolge uitspraak van die Landdroshof van Westonaria en lasbrief tot geregtelike verkoping gedateer 27 September 1993, sal die ondervermelde eiendom op 18 Maart 1994, om 14:15, voor die Landdroshof, Randfontein, aan die hoogste bieder verkoop word:

Erf 126, Randgate-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 495 (vier nege vyf) vierkante meter, gehou deur die Verweerder kragtens Akte van Transport T12349/1992, ook bekend as Strydomstraat 123, Randgate

Sonering: Residensieel.

Voorwaardes:

1. 10% (tien persent) of R5 000 (vyfduisend rand) van die koopprys in kontant op die dag van die verkoping, die balans betaalbaar teen registrasie van oordrag verseker te word deur 'n bank- of bouverenigingwaarborg gelewer binne 'n tydperk van 21 (een-en-twintig) dae na datum van verkoop.

2. Afslaersgelde betaalbaar op die dag van die verkoping soos voorgeskryf in die tarief.

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

J. S. G. Strydom, vir Janse van Rensburg & Strydom, Eerste Verdieping, Rentmeestergebou, Edwardlaan 84, Posbus 950, Westonaria, 1780. (Verw. JSGS/AP/SVS675.)

Saak 21092/93

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

In die saak tussen **ABSA Bank Beperk,** Eiser, en **I. E. Nghatsane,** Eerste Verweerder, en **T. R. Nghatsane,** Tweede Verweerder

Neem kennis dat in terme van 'n vonnis van bogenoemde Hof en 'n lasbrief vir beslaglegging gedateer 1 Desember 1993, die ondervermelde eiendom in eksekusie verkoop sal word op Donderdag, 10 Maart 1994 om 10:00, te:

Die Balju, Hooggeregshof Pretoria-Noordwes, Olivetti Huise 603A, hoek van Schubart- en Pretoriusstraat, Pretoria.

Die eiendom wat aldus te koop aangebied sal word, is Erf 7340, geleë in die dorpsgebied Atteridgeville, Registrasie-afdeling JR, Transvaal, groot 306 (drie nul ses) vierkante meter, gehou kragtens Transportakte TL41610/89, bekend as Ramapuputlastraat 7340, Atteridgeville.

Verbeterings: Die Hoofgebou: Teëldak met sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, toilet en stort, dubbelmotorhuis en bediendekamer.

Die eiendom sal verkoop word onderhewig aan die verkoopvoorwaardes wat ter insae by die kantoor van die Balju van Pretoria-Noordwes.

Geteken te Pretoria op hede die 7de dag van Februarie 1994.

P. R. Greyling, vir Couzyn Hertzog & Horak Ing., Prokureurs vir Eiser, Eerste Verdieping, Praetor Forum, Van der Waltstraat 269, Pretoria. (Verw. Greyling/PB/A.164/93.)

Saak 12656/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Tyiwa Superman,** Eerste Verweerder, en **Tyiwa Lydia,** Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die Verweerders se reg op huurpag in die volgende eiendom op 17 Maart 1994 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 824, Mofolo Central-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 279 vierkante meter, geleë te Huis 824, Dhlomostraat, Mofolo Central, Meadowlands.

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

Enkelverdiepingwoonhuis met sitkamer, eetkamer, twee slaapkamers, badkamer, kombuis, motorhuis, stort, twee stoorkamers en drie motorafdakke.

Datum: 16 Februarie 1994.

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

Saak 16458/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Hayward Michael James,** Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 16 Maart 1994 om 10:00, verkoop word deur die Balju, te kantore van die Balju, Johriahof, Du Plessisweg 4, Florentia, Alberton, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 682, Brackendowns-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 000 vierkante meter, ook bekend as Soetdoringstraat 36, Brackendowns.

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

Enkelverdiepingwoonhuis met sit-/eetkamer, drie slaapkamers, twee badkamers, kombuis, dubbelmotorhuis, bediendekamer en toilet.

Datum: 15 Februarie 1994.

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

Case 5631/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Deon Zeelie,** Defendant

In terms of a judgment of the Magistrate's Court for the District of Rustenburg, and a writ of execution dated 25 November 1993, a sale by public auction without a reserve price will be held on 16 March 1994 at 11:00, in front of the Magistrate's Court, Rustenburg, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Messenger of Court, 30 Smits Avenue, Rustenburg, the Clerk of the Court, Magistrate's Court, Rustenburg, and Kloof Auctioneers, c/o Van Velden-Duffey, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg of the following property owned by the Defendant:

A unit comprising Portion 49, as shown and more fully described on Sectional Plan SS97/81 ("the Sectional Plan") in the building or buildings known as Matte Court, situated at Wolmarans Street, Rustenburg, an undivided share in the communal property, known as Matte Court 49, Rustenburg.

The following particulars are furnished but not guaranteed: Lounge/dining-room, kitchen, three bedrooms and bathroom, floors covered with carpets and tiles.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges plus Value-Added Tax in cash on the day of the sale and the balance plus interest against registration of transfer. In respect of the balance an approved bank, building society or other guarantee must be furnished within fourteen (14) days from date of sale.

Dated at Rustenburg this 2nd day of February 1994.

Van Velden-Duffey, Attorney for Plaintiff, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg. (Ref. Mr Klynsmith/idp.)

Saak 8170/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **Allied Bank,** 'n Divisie van ABSA Bank, Eksekusieskuldeiser, en **Gerhard Prummer,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Germiston, op 21 Maart 1994 om 10:00, te Du Pisaniegebou, 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 170, Fishershill, Transportakte gehou onder Titelakte T37114/1990, groot 643 (seshonderd drie-en-veertig) vierkante meter, ook bekend as Mainstraat 74, Fishershill.

Beskrywing: Sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer, toilet, afdak en 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, Germiston.

Geteken te Kempton Park op hierdie 15de dag van Februarie 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Saak 1327/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

In die saak tussen **Stadsraad van Bronkhorstspruit,** Eksekusieskuldeiser, en **G. J. Steyn,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 2 Desember 1993 toegestaan is, op 11 Maart 1994 om 10:00, te die betrokke perseel, naamlik: Landdroskantoor, Bronkhorstspruit, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Cornelisstraat 41, Bronkhorstspruit, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Sekere: Erf 794, Erasmus-uitbreiding 5, Bronkhorstspruit, groot 1 000 (eenduisend) vierkante meter, gehou deur die verbandgewer kragtens Akte van Transport T4486/81.

Die verkoping is onderhewig aan die volgende voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Bronkhorstspruit op hede hierdie 14de dag van Februarie 1994.

Geo Kilian, Prokureur vir Eksekusieskuldeiser, Krugerstraat 55, Bronkhorstspruit. [Tel. (01212) 2-2911/2.] (Verw. mev. Swart SB 510.)

Saak 2207/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Victor Neves Pinto Salgado,** Verweerder

Ingevolge uitspraak van die Landdros van Randfontein en lasbrief tot geregtelike verkoop met datum 30 Augustus 1993, sal die ondervermelde eiendom geregtelik verkoop word op 18 Maart 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Hoewe 116, Bootha-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 1,8423 hektaar, gehou kragtens Akte van Transport T41581/1983, bekend as Hoewe 116, Bootha-landbouhoewes, Randfontein, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder 'n teëldak wat bestaan uit drie slaapkamers, twee badkamers, kombuis, sitkamer, eetkamer en familiekamer, die buitegeboue bestaan uit twee motorhuise en die perseel is omhein met draad.

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

Voorwaardes: R6 000 (sesduisend rand) 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 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/N580.)

Saak 4349/92

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Sarel Gerhardus du Toit,** Eerste Verweerder, en **Catharina Susanna Johanna du Toit,** Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 22 Desember 1992, sal die ondervermelde eiendom geregtelik verkoop word op 18 Maart 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 725, Randfontein-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 793 vierkante meter, gehou kragtens Akte van Transport T8849/1989, bekend as Robinsonstraat 3, Randfontein, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder 'n sinkdak wat bestaan uit vier slaapkamers, badkamer, kombuis, sitkamer en eetkamer, die buitegeboue bestaan uit 'n motorhuis en die perseel is omhein met betonmure.

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

Voorwaardes: R7 500 (seweduisend vyfhonderd rand) 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 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/N506.)

Saak 11989/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

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 en 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.)

KAAP • CAPE

Case 5888/92

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 **Mr A. D. November,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 22 March 1994 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, being Erf 25988, measuring 155 square metres, held by the Execution Debtor under Deed of Transfer T23016/1987 (dated 27 May 1987), popularly known as 22 Kreupelhout Road, Lentegeur, Mitchells Plain.

The property consists of brick dwelling under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge and dining-room.

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 (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

Auctioneers: The Sheriff, Magistrate's Court, Wynberg.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Miss R. Simmer:M1043.)

Case 10425/92

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

In the matter between **The Municipality of Cape Town,** Judgment Creditor, and **Emmanuel Jacobs,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg, dated 24 December 1992, and warrant of execution dated 24 August 1993, the following will be sold in execution on 10 March 1994 at 10:00, at the Court-house being:

Certain land situated at Fairways, Ottery, in the City of Cape Town, Cape Division, being Erf 74665, Cape Town, at Fairways, Ottery, measuring 769 (seven hundred and sixty-nine) square metres, held under Deed of Transfer T34522/1969 dated 10 December 1988, also known as 41 First Avenue, Fairways, Ottery.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Three bedrooms, bathroom and toilet, kitchen, lounge, garage and pool.

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 Creditor's 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 guabanker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:*

The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 21st day of January 1994.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0184/Mrs Liebrandt.)

Case 17882/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of Cape Town,** Judgment Creditor, and **Nardia Evelyn Lang,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate of the District of Mitchells Plain dated 9 July 1993 and warrant of execution dated 24 November 1993, the following will be sold in execution on 10 March 1994 at 10:00, at the Wynberg Court-house being:

Certain land situated at Mitchells Plain in the City of Cape Town, Cape Division being Erf 15686, Cape Town, at Mitchells Plain, measuring 228 (two hundred and twenty-eight) square metres, held under Deed of Transfer 51258 dated 91-08-16, also known as 11 Napier Close, Portlands, Mitchells Plain.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Three bedrooms, lounge, kitchen, bathroom and toilet.

3. *Payment:*

3.1. 10% (ten per centum) 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 22% (twenty-two per centum) per annum, for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4. All the amounts mentioned in paragraphs 3.2. and 3.3. above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 21st day of January 1994.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0214/Mrs Liebrandt.)

Saak 3723/92

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk,** Eiser, en **Beatrix Barbara Visser,** Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof, Stellenbosch, gedateer 18 November 1992, en die lasbrief gedateer 18 Januarie 1993, hierna genoemde onroerende eiendom sal op eksekusie veiling op Vrydag, 11 Maart 1994 om 11:00, op die perseel van die Landdroskantoor, Bredasdorp, verkoop word onderhewig aan die voorwaardes wat deur Eiser se prokureur/afslaer, Purdon Gilmour, voorgelees word by die geregtelike verkoping. Betaling sal slegs geskied in kontant of deur 'n bank-gewaarborgde tjek.

Plaas 133, afdeling Bredasdorp, groot 631,0500 hektaar, gehou kragtens Transportakte T49371/83 en Verbandakte B17844/86 en bestaan uit drie slaapkamers, twee arbeiders huise, groot skuur en twee staal struktuur skure.

Gedateer te Stellenbosch op hierdie 8ste dag van Februarie 1994.

Purdon Gilmour, Eiser se Prokureur en Afslaer van veiling, Purdon Gilmourgebou, Dorpstraat 137, Stellenbosch. (Verwysing. TPG/Mej. Gilmour.)

Case 25519/91

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

In the matter between **NBS Bank Limited,** Plaintiff, and **I. F. Groenenstein** (NB0043), First Defendant, and **W. A. Groenenstein** (NB0043), Second Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 18 Maart 1994 at 12:15:

Property: Erf 958, Eversdal, in the Municipality of Bellville, Cape Division, measuring 1 003 (one thousand and three) square metres, held by Deed of Transfer T31114/1972.

More specifically known as 12 Nassau Crescent, Eversdal, Bellville.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.

2. The property will be sold voetstoots to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the office of the undersigned.

Dated: 4 February 1994.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. (Ref. H. M. P. Kruger/jdt.)

Case 3847/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Hermanus Cupido** and **Johanna Susanna Cupido**

The following property will be sold in execution in front of the Court-house for the District of Kuils River on Monday, 21 March 1994 at 09:00, to the highest bidder:

Erf 3937, Kleinvlei, in extent 352 square metres, held by T12620/1988, situated at 12 Autumn Avenue, 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. D9U0936/gl.)

Case 7831/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **John George Jacobus Onke** and **La Verne Dorethea Onke**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 21 March 1994 at 09:00, to the highest bidder:

Erf 111, Gaylee, in extent 475 square metres, held by T41638/1985, situated at 22 Orchard Street, Austinville, Gaylee, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, dining-room, three bedrooms, bathroom/toilet and shower/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0524/gl.)

Case 1922/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **James Johannes Sampson** and **Geraldine Beneta Sampson**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 21 March 1994 at 09:00, to the highest bidder:

Erf 76, Blue Downs, in extent 271 square metres, held by T20713/1988, situated at 5 Antipolis Street, Blue Downs, 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. D2U0334/gl.)

Case 8330/92
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 **John Noel Abrahamse,** 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 25 Second Avenue, Fairways, Wynberg, on Wednesday, 13 April 1994 at 12:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Maynard House, Maynard Road, Wynberg:

Erf 74704, Cape Town at Wynberg, situated in the City of Cape Town, Cape Division, in extent 495 square metres, and situated at 25 Second Avenue, Fairways, Wynberg.

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

A 209 square metre main dwelling consisting of an entrance-hall, lounge, dining-room, family room, study, kitchen, three bedrooms, bathroom, bathroom with shower, two water closets and a 58 square metre outbuilding consisting of a garage, servants' quarters, water closet, shower and 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 11th day of February 1994.

William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S501/1525.)

Case 13936/93

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 **T. B. R. Petersen,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 22 March 1994 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, being Erf 34084, measuring 280 square metres, held by the Execution Debtor under Deed of Transfer T36010/1985, dated 30 September 1985, popularly known as 4 Sixth Avenue, Eastridge, Mitchells Plain.

The property consists of single brick dwelling under a tiled roof consisting of ± three bedrooms, bathroom/toilet, kitchen and lounge.

The property will be sold to the highest bidder, voetstoots and without any 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 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 (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. (Tel. 21-5120.) (Ref. Miss R. Simmer:M1406.)

Case 187/93

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. T. Meyer,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 22 March 1994 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, being Erf 20765, measuring 342 square metres, held by the Execution Debtor under Deed of Transfer T15440/1988, dated 22 March 1988, popularly known as 24 High Street, Woodlands, Mitchells Plain.

The property consists of single dwelling of brick walls under tiled roof consisting of 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 the sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five 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 (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. (Tel. 21-5120.) (Ref. Miss. R. Simmer:M1411.)

Case 1632/92

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 **Miss J. V. Malgas,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 22 March 1994 at 10:00, viz:

Certain piece of land situated at Mitchells Plain in the Municipality of Cape Town, Cape Division, being Erf 8036, measuring 220 square metres, held by the Execution Debtor under Deed of Transfer T27397/1991, dated 10 May 1991, popularly known as 20 St Helena Street, Portlands, Mitchells Plain.

The property consists of one brick dwelling under tiled roof consisting of 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 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 (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 ate the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracth, Cape Town. (Tel. 21-5120.) (Ref. Miss R. Simmer:M1150.)

Case 8423/93

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 **S. Salie,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 22 March 1994 at 10:00, viz:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, being Erf 77885, measuring 432 square metres, held by the Execution Debtor under Deed of Transfer T31696/1986, dated 13 August 1986, popularly known as 14 Maroon Road, Goolhurst, Southfield.

The property consists of single dwelling with brick walls under an asbestos roof consisting of three bedrooms, kitchen, lounge, 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 17,25% (seventeen comma two five 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 (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. (Tel. 21-5120.) (Ref. Miss. R. Simmer:M1347.)

Case 13962/92

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 **A. F. Wyngaard,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 22 March 1994 at 10:00, *viz*:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, being Erf 75529, measuring 499 square metres, held by the Execution Debtor, under Deed of Transfer T47486/1986 (Dated 24 November 1986), popularly known as 29 Ivy Road, Parkwood Estate.

The property consists of brick dwelling under tiled roof, consisting of ± three bedrooms, bathroom, kitchen, lounge and dining-room.

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 inerest 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 (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. (Tel. 21-5120.) (Ref. Miss R. Simmer:M1130.)

Auctioneers: The Sheriff, Magistrate's Court, Wynberg.

Case 675430/92

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. McNabb,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 22 March 1994 at 10:00, *viz*:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, being Erf 31337, measuring 162 square metres, held by the Execution Debtor, under Deed of Transfer T70050/1988 (Dated 30 November 1988), popularly known as 87 Trampoline Street, Beacon Valley, Mitchells Plain.

The property consists of semi-attached brick dwelling under tiled roof, consisting of ± 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 inerest on any unpaid balance at the rate of 17,25% (seventeen comma two five 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 (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. (Tel. 21-5120.) (Ref. Miss R. Simmer:M1415.)

Auctioneers: The Sheriff, Magistrate's Court, Wynberg.

Saak 10701/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Munisipaliteit van die stad van Kimberley,** Eiser, en **R. Enkeld,** Verweerder

Ingevolge 'n vonnis van die Landdroshof van Kimbeley, en 'n lasbrief vir eksekusie gedateer 23 Junie 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieër by die Landdroshof, Kimberley, op Donderdag, 17 Maart 1994 om 10:00:

Sekere Erf 19517, geleë in die munisipaliteit en administratiewe distrik Kimberley, groot 537 vierkante meter, bekend as Prior Plek 14, Kimberley.

Die verbeterings bestaan uit sitkamer, eetkamer, twee slaapkamers, badkamer en kombuis, maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys en afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju, vir die Landdroshof, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Saak 10849/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Munisipaliteit van die stad van Kimberley,** Eiser, en **G. Bagaretle,** Verweerder

Ingevolge 'n vonnis van die Landdroshof van Kimbeley, en 'n lasbrief vir eksekusie gedateer 25 November 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieër by die Landdroshof, Kimberley, op Donderdag, 17 Maart 1994 om 10:00:

Sekere Erf 5134, geleë in die munisipaliteit en administratiewe distrik Kimberley, groot 362 vierkante meter, bekend as Pear-Weg 1, Kimberley.

Die verbeterings bestaan uit sitkamer, vier slaapkamers, kombuis, spens en badkamer met aparte toilet, maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys en afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju, vir die Landdroshof, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Saak 10939/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Munisipaliteit van die Stad van Kimberley,** Eiser, en **N. B. Daniels,** Verweerder

Ingevolge 'n vonnis van die Landdros van Kimberley en 'n lasbrief vir eksekusie gedateer 18 Junie 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieër by die Landdroshof Kimberley, op Donderdag, 17 Maart 1994 om 10:00:

Sekere Erf 6348, geleë in die Munisipaliteit en Administratiewe Distrik van Kimberley, groot 546 vierkante meter, bekend as Verbenalaan 28, Kimberley.

Die verbeterings betaan uit sitkamer, eetkamer, drie slaapkamers, kombuis en badkamer met toilet, maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys en afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Case 8051/92

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. Beyleveld,** 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 50694, measuring 697 square metres.

Held by the Execution Debtor under Deed of Transfer T54437/1988 (dated 19 September 1988), popularly known as 7 Lynwood Road, Newlands, Claremont.

The property consists of single dwelling built of brick walls under tiled roof consisting of three bedrooms, lounge, dining-room, kitchen, bathroom, toilet 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 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 (a) pay auctioneers charges, costs and 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/1002.)

Case 4304/93

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

In the matter between **Natal Building Society,** Plaintiff, and **Mosie Property Investment CC,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Wynberg and writ of execution dated 19 February 1993 the property listed hereunder will be sold in execution on 15 March 1994 at 12:00, at 2 Eastbank Road, Zeekoeivlei, to the highest bidder:

Certain Erf 780, Zeekoeivlei, in the Local Area of Zeekoeivlei, division Cape, known as 2 Eastbank Road, Zeekoeivlei, in extent 724 (seven hundred and twenty-four) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed. Single dwelling-house with brick walls under a slate roof consisting of three bedrooms, kitchen, lounge, bathroom, toilet and garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Wynberg. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this the 7th day of February 1994.

Heyns & Partners, Vasco Boulevard 168, Goodwood, 7460. (Ref. INV/MB/NB82.)

Case 3137/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

Nedcor Bank Limited *versus* **Christopher Mthunzi Magobiyane**

In pursuance of a judgment dated 1 February 1994 and an attachmend, the right of leasehold to the following immovable property will be sold in foyer of the AA Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 11 March 1994 at 15:00:

Erf 1483, Kwamagxaki, in the Kwamagxaki/Kwadwesi development area, Administrative District of Uitenhage, in extent 450 (four hundred and fifty) square metres, situated at 21 Mdema Street, Kwamagxaki, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling, consisting of three bedrooms, two bathrooms, lounge, dining-room, kitchen and toilet.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, 15 Rink Street, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including Value-Added Tax, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 21 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 Value-Added Tax] are also payable on date of sale.

Dated on this the 10th day of Febraury 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Saak 10818/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Munisipaliteit van die Stad Kimberley,** Eiser, en **L. C. Oliphant,** Verweerder

Ingevolge 'n vonnis van die Landdroshof Kimberley, en 'n lasbrief vir eksekusie gedateer 18 Junie 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieër by die Landdroshof Kimberley, op Donderdag, 17 Maart 1994 om 10:00:

Sekere: Erf 5430, geleë in die Munisipaliteit en administratiewe distrik Kimberley, groot 656 vierkante meter, bekend as Birdstraat 16, Kimberley.

Die verbeterings bestaan uit: Sitkamer, drie slaapkamers, kombuis en badkamer, maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys en afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Case 15348/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Johannes Hendrik Coetzee,** First Defendant, and **Tania Nancy Coetzee,** Second Defendant

In the above matter a sale will be held on Thursday, 17 March 1994 at 12:15, at the site of 63 Hout Street, Kraaifontein, being:

Erf 10108, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl, measuring 992 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of fifteen comma two five per centum (15,25%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A brick dwelling with an asbestos roof, comprising of lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Saak 16515/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Kraaifontein Munisipalitiet,** Eiser, en **G. M. Owies,** Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot Eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Vrydag, 18 Maart 1994 om 10:00, op die perseel geleë te Garlandstraat 39, Kraaifontein:

Die onroerende eiendom te koop, staan bekend as Erf 8112, Kraaifontein, in die munisipaliteit Kraaifontein, afdeling Paarl, groot 312 (driehonderd en twaalf) vierkante meter, gehou kragtens Transportakte T1163/1984, synde 'n woonhuis bestaande uit drie slaapkamers, toilet, badkamer, stoorkamer, kombuis, sitkamer en motorhuis.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Een tiende ($\frac{1}{10}$) van die koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprys tesame met rente daarop teen die koers bepaal deur Ordonnansie No. 20 van 1974, vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping, Vonnisskuldeiser voorsien van 'n bank- of bouverenigingwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die afslaer, I. J. Hugo, Balju, Landdroshof, Northumberlandstraat 29, Bellville.

Geteken te Kraaifontein op hierdie 3de dag van Februarie 1994.

J. T. Potgieter, vir Smit Kruger & Potgieter, Brightonweg 50, Kraaifontein.

Case 24348/86

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

In the matter between **Santam Bank Limited,** Plaintiff, and **E. A. Alexander,** Defendant

In execution of the judgment of the Magistrate's Court for the District of Bellville, in the above matter, a sale will be held in front of the premises, 62 Rheebok Street, Summerville, Kraaifontein, on 16 March 1994 at 10:00, of the following immovable property:

Erf 367, Scottsdene, in the Local Area of Scottsdene, Divisional Council, Stellenbosch, measuring 500 (five hundred) square metres, held by Defendant by Deed of Transfer T31156/1982, being 62 Rheebok Street, Summerville, Kraaifontein.

1. The sale is subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands, and subject to the 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 purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may however at his option pay a deposit of ten per cent (10%) of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale and which may be inspected at the office of the Sheriff of the Court, Bellville.

4. The following improvements are reported to be on the property but nothing is guaranteed: Three bedrooms, bathroom, kitchen, lounge, dining-room and garage.

Dated at Cape Town this 18th day of February 1994.

Jan S. de Villiers & Son, Attorneys for Plaintiff, 16th Floor, BP Centre, 1 Thibault Square, Cape Town. (Ref. at/SA67.) Sheriff for the Court, Bellville.

Saak 5508/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **NBS Bank Beperk,** Eiser, en **Anthony Muller,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof te George en 'n lasbrief vir eksekusie gedateer 10 Desember 1993, sal die volgende eiendom verkoop word deur Van Rensburg Eiendomme en Veilings, aan die hoogste bieër, op 16 Maart 1994 om 10:00, te ondervermelde persele:

Erf 12513, George, geleë in die munisipaliteit en afdeling van George, groot 1 064 vierkante meter, gehou kragtens Transportakte T74024/92, ook bekend as Irislaan 12, Blommekloof, George.

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Woonhuis bestaande uit drie slaapkamers, een en 'n halwe badkamers, sitkamer, eetkamer, kombuis en enkel motorhuis.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe 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 titelakte in sover dit van toepassing mag wees.

2. *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 16% (sestien persent) per jaar sal binne 30 dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. *Voorwaardes:* Die volle voorwaardes van verkoping verkoping lê ter insae by die kantore van Van Rensburg Eiendomme en Veilings, Millers Ingelyf, Beaconhuis, Meadestraat 123, George, asook die Balju, Wellingtonstraat 36a, George.

Gedateer te George op hierdie 4de dag van Februarie 1994.

Millers Ingelyf, Eiser se Prokureurs, Meadestraat 123, George.

Case 5683/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **Jerome Stanley Keown** and **Karen Ashleen Keown**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 18 March 1994 at 09:15:

Erf 4031, Kleinvlei in the Local Area of Blue Downs, Division of Stellenbosch, in extent 253 (two hundred and fifty-three) square metres, held by Deed of Transfer T21810/88, situated at 13 Sering Crescent, Kleinvlei, Eerste River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge/dining-room, two bedrooms, bathroom/shower/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 2nd day of February 1994.

Buchanan Boyes Attorneys, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 23171/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Jacobus Adams,** First Defendant, and **Michelle Maureen Linden,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 6 January 1994, the property listed hereunder, and commonly known as 24 Sandra Street, Weltevreden Glen, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 21 March 1994 at 10:00, to the highest bidder:

Erf 1154, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, in extent 350 square metres.

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

Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 & 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 7th day of February 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. S. Williams/N.1609.)

Case 1336/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Clive Henry van Schalkwyk,** First Defendant, and **Desiree Laura van Schalkwyk,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 17 November 1993, the property listed hereunder, and commonly known as 3 Falcon Road, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Tuesday, 15 March 1994 at 09:00, to the highest bidder:

Erf 6343, Blue Downs, situated in the Lower Kuils River, 1 Local Area, Division of Stellenbosch, in extent 348 square metre.

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

Single storey residence built of cement blocks with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 1st day of February 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. S. Williams/N.1440.)

Case 17836/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Andrew Desmond Erasmus,** First Defendant, and **Lorna Bernadette Erasmus,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 22 October 1993, the property listed hereunder, and commonly known as 3 Turner Close, Woodlands, Mitchells Plain, will be sold in execution in front of the Magistrate's Court Wynberg, on Monday, 21 March 1994 at 10:00, to the highest bidder:

Erf 3197, a portion of Erf 297, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 71 square metres.

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

Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 4th day of February 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1567.)

Case 348/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Godfry Trevor Meyer,** First Defendant, and **Michele Juanita Meyer,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 13 January 1994, the property listed hereunder, and commonly known as 13 Elands Street, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court Kuils River, on Tuesday, 15 March 1994 at 09:00, to the highest bidder:

Erf 6229, Blue Downs, situated in the Lower Kuils River No. 1 Local Area, Division of Stellenbosch, in extent 384 square metres.

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

Single storey residence built of cement blocks with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 2nd day of February 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1387.)

Case 19008/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Neville Jantjes,** First Defendant, and **Marian Alice Jantjes,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 21 December 1993, the property listed hereunder, and commonly known as 4 Galaxy Close, Mitchells Plain, will be sold in execution in front of the Magistrate's Court Wynberg, on Monday, 21 March 1994 at 10:00, to the highest bidder:

Erf 731, Weltevreden Valley, in the Local Area of Weltevreden Valley, Division of Cape, in extent 345 square metres.

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

Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 7th day of February 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1575.)

Case 5456/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Norman John Theunis, ,** First Defendant, and **Lizel Roseline Theunis,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils and writ of execution dated 11 June 1993, the property listed hereunder, and commonly known as 20 Curlew Street, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court Kuils River, on Tuesday, 15 March 1994 at 09:00, to the highest bidder:

Erf 6317, Blue Downs, situated in the Lower Kuils River No. 1 Local Area, Division of Stellenbosch, in extent 350 square metres.

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

Single storey residence built of cement blocks with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 1st day of February 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.90.)

Case 41398/93

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

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Gastao Gorgulho,** First Defendant, **Diane Gorgulho,** Second Defendant, and **Doreen Kathleen Hess,** Third Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 27 December 1993, the property listed hereunder, and commonly known as 35 Wiltshire Road, Kirstenhof, will be sold in execution at the premises on Monday, 21 March 1994 at 12:00, to the highest bidder:

Erf 9617, Constantia, situated in the area of the Local Council of Constantia Valley, Division Cape, in extent 312 square metres.

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

Single storey semi-detached residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, two bathrooms, toilet, laundry and garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 27th day of January 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1570.)

Case 22507/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Michael Andrew Thomas,** First Defendant, **Jack Andrew Thomas,** Second Defendant, and **Maria Lizzie Thomas,** Third Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 30 December 1993, the property listed hereunder, and commonly known as 34 Montclair Drive, Montclair, Mandalay, Mitchells Plain, will be sold in execution in front of the Magistrate's Court Wynberg, on Monday, 21 March 1994 at 10:00, to the highest bidder:

Erf 2095, Mandalay, situated in the Local Area of Mandalay, in the Administrative District of the Cape, in extent 325 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 27th day of January 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1590.)

Case 60880/91

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

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Sarah Swarts,** First Defendant, **Ebrahim Salie,** Second Defendant, and **Shamilla Salie,** Third Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 22 January 1992, the property listed hereunder, and commonly known as 7 Valk Road, Bridgetown, Athlone, will be sold in execution at the premises on Monday, 21 March 1994 at 14:00, to the highest bidder:

Erf 119942, Cape Town at Athlone, in the Municipality of Cape Town, Cape Division, in extent 335 square metres.

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

Single storey residence built of brick with tiled roof, comprising four bedrooms, lounge, open plan kitchen/dining-room, bathroom, toilet, store-room, servants' quarters and garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 27th day of February 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.890.)

Case 11667/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Deon Edward Dorman,** First Execution Debtor, and **Julita Dorman,** Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 9 November 1993 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court-house at Kuils River, to the highest bidder, on 11 March 1994 at 09:00:

Erf 4281, Eerste River, in the Local Area of Blue Downs, Stellenbosch Division, in extent 407 (four hundred and seven) square metres.

Street address: 46 Mirage Road, Constantia Park, Eerste River.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Dwelling with two bedrooms, kitchen, lounge and bathroom/toilet.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

(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 19% (nineteen 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 the 9th day of February 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 2992/91

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Carol Michele Weber,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Goodwood, dated 22 April 1991, 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 16 March 1994 at 12:00:

Erf 19412, Goodwood, in the Municipality of Goodwood, Cape Division, in extent 440 (four hundred and forty) square metres.

Street address: 1 Sherwood Crescent, Edgemead.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Dwelling with brick walls under tiled roof, lounge, kitchen, three bedrooms, bathroom, separate toilet, garage and swimming-pool.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Epping Avenue, Elsie's River.

(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 20,75% (twenty comma seven five per cent) from the date of sale to date of registration of transfer, against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Bellville on this 11th day of February 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 364/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Mogamat Sedick Loofer,** First Execution Debtor, and **Mymona Loofer,** Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Robertson, dated 29 June 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 16 March 1994 at 11:00:

Remainder Erf 437, Robertson, in the Municipality and Division of Robertson, in extent 711 (seven hundred and eleven) square metres.

Street address: 51 Van Zyl Street, Robertson.

Conditions of sale:

(1) The propety 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, three bedrooms, bathroom and toilet.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 24 Church Street, Robertson.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer, against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Bellville on this 11th day of February 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Saak 17256/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen **Boland Bank Beperk,** Eiser, en **Noluthando Mildred Mvinjelwa N.O.,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateeer 25 Oktober 1993, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 24 Maart 1994 om 10:00, voor die Landdroskantoor, Wynberg, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Erf 18984, Khayelitsha, in die gebied van die Plaaslike Raad van Lingelethu-Wes, Administratiewe distrik Kaap, groot 182 vierkante meter, gehou kragtens Transportakte TL55662/1992.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, asbes teëldak, drie slaapkamers, eetkamer, kombuis, badkamer en toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, T. C. Botha, Electricweg 9, Wynberg (Tel. 761-3439).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die 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 14 (veertien) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju, T. C. Botha, Electricweg 9, Wynberg. (Tel. 761-3439.)

Gedateer hierdie 28ste dag van Januarie 1994.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B2257.)

Saak 4128/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **Worcester Munisipaliteit,** Eiser, en **W. du Toit,** Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof, en die lasbrief vir eksekusie, gedateer 30 September 1993, sal die hierondervermelde eiendom verkoop word op 18 Maart 1994 om 11:00, op die perseel aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 0009967, Worcester, afdeling Worcester, groot 428 (vierhonderd agt-en-twintig) vierkante meter, gehou kragtens Akte van Transport T30308/1985, bekend as Sampsonstraat 73C, Worcester, 6850.

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

Enkelverdiepinghuis bestaande uit drie slaapkamers, een en 'n half badkamer, aparte toilet, sitkamer, eetkamer, kombuis met waskamer, volvloermatte, novilon, keramiekteëls, IBR-dak, motorhuis en gedeeltelik met draad en/of vibracrete omheining. Die huis is nog nie in alle opsigte voltooi nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Worcester, en by die ondergetekenes. Die belangrikste voorwaarde daarin vervat is die volgende: Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word.

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

Muller Terblanche & Beyers, Kerkstraat 66, Worcester, 6850. (Verw. QD0147/gvdw.)

Saak 24529/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **NBS Bank Beperk,** Eiser, en **J.** en **C. G. Hendricks,** Verweerders

Ingevolge 'n vonnis van die Landdroshof te Wynberg, gedateer 8 Julie 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom, word die eiendom hieronder beskryf, by die perseel te Tweede Laan 290, Lotusrivier, per publieke veiling te koop aangebied op 24 Maart 1994 om 14:00:

Erf 4132, Grassy Park, ook bekend as Tweede Laan 290, Lotusrivier, afdeling Kaap, groot 683 vierkante meter, gehou kragtens Transportakte T69236/90.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Wynberg, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 16% (sestien persent) per jaar, op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige 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 Wynberg, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 31 Januarie 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EHN301.)

Saak 22971/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Saambou Bank Beperk,** Eiser, en **E. F. Maartens,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Hof, gedateer 3 Desember 1993, sal die hiernagenoemde vaste eiendom in eksekusie verkoop word op Vrydag, 11 Maart 1994 om 11:00, op die perseel te Theewaterstraat 1, Groenvallei, Bellville, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju, by die veiling uitgelees sal word:

Erf 19097, Bellville, in die munisipaliteit Bellville en afdeling Kaap, groot 287 (tweehonderd sewe-en-tagtig) vierkante meter, gehou kragtens Transportakte 69301/92, ook bekend as Theewaterstraat 1, Groenvallei, Bellville.

Betaalvoorwaardes: Tien per centum (10%) van die koopprys en afslaersgelde in kontant op die veilingsdag, saldo teen oordrag wat verseker moet word deur 'n bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingsdatum by die Balju en/of Eiser se prokureurs ingelewer moet wees.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Northumberlandstraat 29, Bellville, Tel. 948-8326.

Gedateer te Bellville hede die 31ste dag van Januarie 1994.

A. H. der Kinderen, vir Bornman & Hayward, Saambougebou, Kruskallaan 14, Bellville. (Verw. E. de Waal.)

Saak 535/93

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen **H. P. Brink,** Eiser, en **E. Theron,** Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof, en die lasbrief vir eksekusie gedateer 5 Augustus 1993, sal die hierondervermelde eiendom verkoop word op 24 Maart 1994 om 10:00, voor die hoofingang van die Landdroskantoor, Oudtshoorn, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 9879, Oudtshoorn, afdeling Oudtshoorn, groot 835 vierkante meter, gehou kragtens Akte van Transport T26648/88, bekend as Tweede Laan 4, Oudtshoorn, 6620.

Die volgende verbeterings is op die eiendom geleë, maar in hierdie verband word niks gewaarborg nie, naamlik: Losstaande dubbelverdiepingwoonhuis, twee slaapkamers, kombuis, sit-/eetkamer, gesinskamer, badkamer, stort, waskamer, volvloermatte, motorhuis, asbesdak, vibrecrete omheining en swembad.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Oudsthoorn, en by die ondergetekendes.

Die belangrikste voorwaarde daarin vervat is die volgende: Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word.

Geteken te Worcester op hierdie 12de dag van Januarie 1994.

Muller Terblanche & Beyers, Kerkstraat 66, Posbus 18, Worcester, 6849. (Verw. VT0330.)

Saak 5717/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Eerste Nasionale Bank,** Eksekusieskuldeiser, en **H. A. Bronkhorst,** Eerste Eksekusieskuldenaar, en **M. S. Bronkhorst,** Tweede Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie gedateer 13 Januarie 1994, sal die volgende eiendom in eksekusie verkoop word op Dinsdag, 8 Maart 1994 om 10:00, te die gegewe perseel naamlik:

Erf 8460, George, in die munsipaliteit en afdeling George (ook bekend as Adderleystraat 67, George), groot 1 913 vierkante meter, gehou kragtens Transportakte T44203/91.

Verbeterings: Een woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, twee badkamers, twee motorhuise en tuinwoonstel.

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 15,25% (vyftien komma twee vyf persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook 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 skriftelike verklaring dat verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou 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 vir die Landdroshof, George, Wellingtonstraat 36A, George, sowel as by die kantore van Raubenheimers, Die Sentrum, Hiberniastraat 72, George.

Gedateer te George hierdie 2de dag van Februarie 1994.

R. Engelbrecht, vir Raubenheimers Ing., Die Sentrum, Hiberniastraat 72; Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

Case 15203/92

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

In the matter between **ABSA Bank Limited,** trading as Allied Bank, Plaintiff, and **Martin John van Breda,** Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 30 March 1994 at 11:00:

Erf 31612, Goodwood, in the Municipality of Goodwood, Cape Division, in extent 588 square metres, also known as 98 Plattekloof Road, Goodwood.

Conditions:

1. The following information is furnished, but not guaranteed: Brick dwelling under tiled roof with lounge, dining-room, TV-room, kitchen, four bedrooms, three bathrooms, two garages and swimming-pool.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed-cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by an approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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 14949/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Metropolitan Life Limited,** Plaintiff, and **Jimmy Sameuls,** First Defendant, and **Elaine Cathleen Samuels,** Second Defendant

In execution of the judgment of the Magistrate's Court for the District of Kuils River in the above matter, a sale will be held in front of the premises, 4 Smaragslot, Kleinvlei, Eerste River, on 22 March 1994 at 10:00, of the following immovable property:

Erf 4070, a portion of Erf 4062, Kleinvlei, in the Local Area of Melton Rose, Divisional Council, Stellenbosch, measuring 356 (three hundred and fifty-six) square metres, held by the Defendants under Deed of Transfer T55471/1988, also known as 4 Smaragslot, Kleinvlei, Eerste River.

1. The sale is subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands, and subject to the 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 purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may however at his option pay a deposit of ten per cent (10%) of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale and which may be inspected at the office of the Sheriff of the Court, Bellville.

4. The following improvements are reported to be on the property but nothing is guaranteed: Three bedrooms, bathroom, kitchen, lounge, garage and patio under oak.

Dated at Cape Town this 1st day of February 1994.

Jan S. de Villiers & Son, Attorneys for Plaintiff, 16th Floor, BP Centre, 1 Thibault Square, Cape Town. (Ref. at/W9278.)

Case 8140/92

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

In the matter between **ABSA Bank Limited,** trading as Allied Bank, Plaintiff, and Representee of the Estate late **Mzamo Arthur Xhantini** and **Nomazizi Cynthia Xhantini,** Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder at the Magistrate's Court, Goodwood, on 24 March 1994 at 11:00:

Erf 3453, Langa, in the area of jurisdiction, of the Town Council of Ikapa, Administrative District of the Cape, in extent 413 square metres, also known as 6 CC Nkomo, Langa.

Conditions:

1. The following information is furnished, but not guaranteed: Brick dwelling under tiled roof with lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against regisration of transfer, which amounts are to be secured by a approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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 3548/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Alwyn Johannes Jacobus van Wyk,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Somerset West, dated 8 November 1990, 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 15 March 1994 at 12:00:

Erf 7923, Somerset West, in the Municipality of Somerset West, Stellenbosch Division, in extent 1 456 (one thousand for hundred and fifty-six) square metres.

Street address: 52 Lourens Street, Somerset West.

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, three bedrooms, one and a half bathroom 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, 5 Church Street, Somerset West.

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on 9 February 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 52/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **D. T. H. van Heerden,** Plaintiff, and **P. G. Vass,** Defendant

In pursuance of a judgment of the above Honourable Court, and a writ of execution dated 28 May 1991, the following property will be sold on Tuesday, 22 March 1994 at 10:00, at the Sheriff's Office, 11A Downing Street, King William's Town, to the highest bidder:

Erf 64, King William's Town Extension 11, Municipality and Division of King William's Town, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T81/1991 and under mortgage bonds B1442/1981 and B1760/1987, situated at 29 Central Street, Ginsberg, King William's Town.

Being a single storey dwelling consisting of a lounge and dining-room combined, three bedrooms, bathroom, toilet, kitchen and verandah. *Outbuildings:* Single garage.

Conditions of sale:

1. The purchaser shall pay ten per centum (10%) 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 fourteen (14) 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 1st day of February 1994.

Barnes & Ross, 126 Alexandra Road, King William's Town. (Ref. Mr Dormehl/08.)

Saak 12209/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Munisipaliteit van die Stad van Kimberley,** Eiser, en **R. S. Ortell,** Verweerder

Ingevolge 'n vonnis van die Landdroshof Kimberley, en 'n lasbrief vir eksekusie gedateer 21 September 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieër by die Landdroshof, Kimberley, op Donderdag, 17 Maart 1994 om 10:00:

Sekere Erf 12576, geleë in die munisipaliteit en administratiewe distrik Kimberley, groot 560 (vyfhonderd en sestig) vierkante meter, bekend as Aasvoëlstraat 5, Kimberley.

Die verbeterings bestaan uit: 'n Losstaande huis, maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys en afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Saak 2139/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Munisipaliteit van die Stad van Kimberley,** Eiser, en **E. Hoosain,** Verweerder

Ingevolge 'n vonnis van die Landdroshof van Kimberley, en 'n lasbrief vir eksekusie gedateer 19 Oktober 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieër by die Landdroshof, Kimberley op Donderdag, 17 Maart 1994 om 10:00:

Sekere Erf 7170, geleë in die munisipaliteit en administratiewe distrik Kimberley, groot 1 274 (eenduisend tweehonderd vier-en-sewentig) vierkante meter, bekend as Debrisstraat 17, Kimberley.

Die verbeterings bestaan uit: 'n Losstaande huis, maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys en afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van die verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Case 2841/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Denver Finance (Pty) Limited,** Plaintiff, and **Mr Shaun Desbry Smith,** First Defendant, and **Mrs Linda Smith,**

In pursuance of a judgment of the above Court, dated 16 March 1992, and attachment in execution dated 15 October 1993, the following immovable property will be sold at the front entrance of the New Law Courts, North End, Port Elizabeth, on Frida, 18 March 1994 at 14:15:

Erf 0007592, Bethelsdorp, Administrative District of Port Elizabeth, situated at 39 Nimrod Street, Bethelsdorp Extension 29, Port Elizabeth.

The conditions of sale will be read prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Port Elizabeth West.

Terms: 10% (ten per cent), and Sheriff's charges of 4% (four per cent) on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 21 (twenty-one) days from the date of the sale.

Dated at Port Elizabeth this 14th day of January 1994.

D. T. Walker, for Pagdens, Plaintiff's Attorney, Pagdens Court, 18 Castle Hill, Port Elizabeth. (Ref. Coll/Mrs Hodge.)

Case 2257/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Denver Finance (Pty) Limited,** Plaintiff, and, **Mr Royden van der Berg,** First Defendant, and **Mrs Joy Heradean van der Berg,** Second Defendant

In pursuance of a judgment of the above Court, dated 26 February 1992, and attachment in execution dated 13 October 1993, the following immovable property will be sold at the entrance of Law Courts, Durban Street, Uitenhage, on Thursday, 10 March 1994 at 11:00:

Erf 0009638, Administrative District of Uitenhage, situated at 5 Arend Drive, Rosedale, Uitenhage, situated at 5 Arend Drive, Rosedale, Uitenhage.

The conditions of sale will be read prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent), and Sheriff's charges of 4% (four per cent) on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 21 (twenty-one) days from the date of the sale.

Dated at Port Elizabeth this 19th day of January 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth. (Ref. Coll/Mrs Hodge.)

Saak 6145/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Canrico Calvinio Botha,** Eerste Verweerder, en **Sophie Botha,** Tweede Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, en 'n eksekusie lasbrief gedateer 26 April 1993, sal die ondergemelde eiendom verkoop word op 11 Maart 1994 om 14:15, by die nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju van die Landdroshof, Port Elizabeth-Suid:

(a) Deel 7 soos aangetoon en vollediger beskryf op Deelplan SS23/1987, in die gebou of geboue bekend as Henlyn, geleë te North End in die Munisipaliteit van Port Elizabeth, van welke deel die vloeroppervlakte, volgens die voormelde deelplan 65 vierkante meter groot is;

(b) tesame met 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue soos getoon en vollediger beskryf op genoemde Deelplan, toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, gespesifiseer in 'n bylae op die genoemde Deelplan, en gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST11689/92.

Ook bekend as: Henlyfhof 5, Uitenhageweg, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 21ste dag van Januarie 1994.

Rohan Greyvenstein, vir Greyvensteins Ing., St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. R. Greyvenstein/sh/Z8926.)

Case 20750/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Denver Finance (Pty) Limited,** Plaintiff, and **Mr Sakiwo Hemmington Hashbe,** Defendant

In pursuance of a judgment of the above Court, dated 1 October 1991, and attachment in execution dated 25 August 1993, the following immovable property will be sold at the front entrance of the Law Courts, Durban Street, Uitenhage, on Thursday, 17 March 1994 at 11:00:

Erf 0005788, KwaNobuhle, Administrative District of Uitenhage, situated at 24 Lucas Street, Uitenhage.

The conditions of sale will be read prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent), and Sheriff's charges of 4% (four per cent) on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be aproved of by Plaintiff's attorneys, to be furnished to the Sheriff within 21 (twenty-one) days from the date of the sale.

Dated at Port Elizabeth this 24th day of January 1994.

D. T. Walker, for Pagdens, Plaintiff's Attorney, Pagdens Court, 18 Castle Hill, Port Elizabeth. (Ref. Coll/Mrs Hodge.)

Case 8646/93

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

In the matter between **ABSA Bank Limited,** trading as United Bank, Plaintiff, and **Lucas Stoffels,** Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder at the Magistrate's Court, Malmesbury, on 15 March 1994 at 10:00:

Erf 8434, Wesfleur, in the Atlantis Residential Local Area, Division Cape, in extent 325 square metres, also known as 47 Gouna Crescent, Beacon Hill, Atlantis.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling with lounge, kitchen, three bedrooms and bathroom.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate, calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 24th day of January 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 24740/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Jacobus Petrus Cornelius van Deventer,** First Defendant, and **Reinette Lynael van Deventer,** Second Defendant

In the above matter a sale will be held on Wednesday, 16 March 1994 at 12:00, at the site of 6 Leipoldt Street, Thalman, Bellville, being Remainder Erf 6907, Bellville, in the Municipality of Bellville, Cape Division, measuring 1 982 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of fifteen comma two five per centum (15,25%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although in this respect nothing is guaranteed): A dwelling, comprising three bedrooms, bathroom, kitchen, dining-room, lounge, double garage, servants' quarters and swimming-pool.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case 18853/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

ABSA Bank Limited, trading as Allied Bank, *versus* **Daniel Hendricks** and **Ruth Mavis Hendricks**

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, corner of Lion and Orphan Streets, Cape Town, 8001, on Tuesday, 15 March 1994 at 09:30:

Erf 145936, Cape Town, Portion Erf 3031, in the Municipality of Cape Town, in extent 683 (six hundred and eighty-three) square metres, held by Deed of Transfer T43476/92 and situated at corner of Lion and Orphan Streets, Cape Town, 8001.

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, Cape 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 16% (sixteen per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on this 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 Z19851.)

Case 2246/93

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

In the matter between **ABSA Bank Limited,** trading as United Bank, Plaintiff, and **Randall Dean Sheldon** and **Lynette Diana Sheldon,** Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 21 March 1994 at 11:00:

Erf 1334, Richmond Park, situated in the Municipality of Milnerton, Cape Division, in extent 465 square metres, also known as 13 Fernwood Street, Richwood.

Conditions:

1. The following information is furnished, but not guaranteed: Brick dwelling under tiled roof with lounge, kitchen, three bedrooms, bathroom, toilet and garage.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate, calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 24th day of January 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 11184/93

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

In the matter between **ABSA Bank Limited,** trading as United Bank, Plaintiff, and **Edwin Desmond Morris,** and **Hermina Wilhelmina Morris,** Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Goodwood, on 23 March 1994 at 11:00:

Erf 14166, Goodwood, situate in the Local Area of Elsie's River, Division of the Cape, in extent 471 square metres, also known as 7-24th Avenue, Elsie's River.

Conditions:

1. The following information is furnished, but not guaranteed: Brick dwelling under asbestos roof with lounge, kitchen, three bedrooms, bathroom, toilet, store-room, servant's room, garage.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 24th day of January 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Saak 8316/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Kaap die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **Syfrets Bank Beperk,** Eiser, en **Jacobus Daniel Hendricks,** Eerste Verweerder, en **Elizabeth Miriam Magdalene Hendricks,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hooggeregshof van Suid-Afrika (Kaap die Goeie Hoop Provinsiale Afdeling), in bogemelde saak sal 'n publieke veiling van die ondervermelde eiendom sonder 'n reserweprys gehou word op Dinsdag, 22 Maart 1994 om 10:00, te Mossiesingel 50, Robinvale, Atlantis, om voor die voorwaardes van verkoping wat nagegaan kan word by die kantore van die Balju, wat uitgelees sal word deur die Balju, Malmesbury, ten tye van die verkoping:

Erf: 7804, Wesfleur, Plaaslike Gebied, Atlantis, Afdeling Kaap.

Groot: 268 vierkante meter.

Gehou deur: Transportakte T42288/1989.

Die verbeterings op die eiendom bestaan uit die volgende (in hierdie verband word niks gewaarborg nie): 'n Enkel sementblok woning onder asbes, wat bestaan uit 'n sitkamer, kombuis, badkamer en drie slaapkamers, ingesluit deur gevormde beton.

Terme: Tien persent (10%) van die koopprys van die eiendom en die Balju se kommissie moet onmiddellik in kontant na die veiling betaal word. Die balans van die koopprys is betaalbaar teen oordrag en moet verseker word deur 'n bank of bouverenigingwaarborg deur die koper binne een-en-twintig (21) dae na die datum van die verkoping.

Die afslaer se vergoeding is betaalbaar op die datum van verkoop en word as volg bereken: Vyf persent (5%) op die opbrengs van die verkoop tot 'n maksimum van R20 000 (twintig duisend rand) en daarna drie persent (3%) tot 'n maksimum fooi van R6 000 (ses duisend rand). Die minimum fooi R100 (een honderd rand).

Gedateer te Kaapstad op hierdie 27ste dag van Januarie 1994.

E. J. Moffatt, vir C. K. Friedlander Shandling & Volks, Prokureur vir Eiser, Agtste Verdieping, Greenmarket Place, Kortmarkstraat 54, Kaapstad, 8001. (Verw. Ms E. J. Moffatt/16-0150.)

Case 39200/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Zandisile Wilberforce Dyantyi,** Defendant

In pursuance of a judgment dated 13 December 1993, 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 11 March 1994 at 14:15:

Erf 391, Motherwell, Administrative District of Uitenhage, in extent 220 (two hundred and twenty) square metres, situate at 92 Bira Street, Motherwell, NU4.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including Value Added Tax if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within twenty one (21) days of sale. Sheriff's charges (4%) four per cent are also payable on date of sale.

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

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 4694/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **United Bank Limited,** versus **Titus Rooi**

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 Somerset West, on Tuesday, 15 March 1994 at 10:00:

Erf 2519, Macassar, in the Local Area of Macassar, in extent 305 (three hundred and five) square metres, held by Deed of Transfer T50701/90, and situate at 73 Showboat Street, Macassar, Somerset West, 7130.

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, Somerset West.

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 this 28th 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 Z22336.)

Case 35449/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

ABSA Bank Limited, trading as Allied Bank, *versus* **Gary Brian Withers**

The following property will be sold in execution by Public Auction held at 83 Gie Road, Table View, to the highest bidder on 15 March 1994 at 14:00:

Erf 13762, Milnerton, in the Municipality of Milnerton, Administrative District of the Cape, in extent 569 (five hundred and sixty nine) square metres, held by Deed of Transfer T57354/88, situated at 83 Gie Road, 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 dwelling consisting of lounge, dining-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% (fifteen comma two five) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this the 31st day of January 1994.

Buchanan Boyes Attorneys, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 33787/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **Standard Bank of SA Limited,** Plaintiff, and **Lonwabo Alec Majeke,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 3 November 1993, and a writ of execution dated 9 November 1993, the right of leasehold in and to the property listed hereunder will be sold in execution on Friday, 11 March 1994, at the front entrance of the New Law Courts, North End, Port Elizabeth, at 14:15:

Certain Erf 988, Kwamagxaki Extension 2, Administrative District of Uitenhage, measuring 286 (two hundred and eighty six) square metres, situated at 26 Siyo Crescent, Kwamagxaki, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, brick under tile private detached dwelling with fitted carpets, lounge, kitchen, three bedrooms, bathroom and w.c.

Material conditions of sale:

1. The right of leasehold in and to the property shall be sold voetstoos without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act, and the rules made thereunder and of the certificates of registered grant of leasehold, in so far as these are applicable.

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 16% (sixteen per cent) interest thereon per annum shall be secured within twenty-one (21) days by a bank or other suitable guarantee payable against registration of transfer.

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

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

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street; P.O. Box 59, Port Elizabeth.

Saak 9840/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Oostelike Provinsie Bouvereniging,** Eiser, en **Isak Jansen,** Eerste Verweerder, en **Estelle Gertrude Jansen,** Tweede Verweerder

In die gemelde saak sal 'n veiling gehou word op Dinsdag, 15 Maart 1994 om 11:00, op die plek te Kremetartstraat 27, Kleinvlei, Eersterivier, Erf 1784, Kleinvlei, in die plaaslike gebied van Kleinvlei, afdeling Stellenbosch, groot 292 vierkante meter.

Gehou deur die Verweerder kragtens Transportakte T18571/89 gedateer 5 April 1989.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 16,65% (sestien komma ses vyf persent) betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit drie slaapkamers, sit/eetkamer, kombuis, badkamer en toilet.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Northumberlandstraat 29, Bellville en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 2de dag van Februarie 1994.

Marais Müller, vir E. L. Conradie, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, Blok B, BSE Sentrum, Voortrekkerweg 89, Bellville. (Tel. 9484061.)

Case 4584/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

ABSA Bank Limited, trading as United Bank Limited, *versus* **Lionel Arend Pedro** and **Lea Elizabeth Pedro**

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 Somerset West on Tuesday, 15 March 1994 at 10:00:

Erf 1833, Macassar, in the Local Area of Macassar, in extent 127 (one hundred and twenty-seven) square metres, held by Deed of Transfer T29384/93 and situated at 89 Ring Avenue, Macassar, Somerset West, 7130.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the office of the Sheriff, Somerset West.

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 this the 3rd day of February 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 Z22166.)

Case 20397/93

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Mrs Sharon Elizabeth Welgemoed**

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 40 Hartebees Street, Goedemoed, Durbanville, 7550, on Friday, 11 March 1994 at 12:00:

Erf 4984, Durbanville, in the Municipality of Durbanville, in extent 1 344 (one thousand three hundred and forty-four) square metres, held by Deed of Transfer T58806/92 and situated at 40 Hartebees Street, Goedemoed, Durbanville, 7550.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, kitchen, two bedrooms, two bathrooms and single garage.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16% (sixteen per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on this the 8th day of February 1994.

G. Visser, for Malan, Laas & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/JP Z20817.)

Case 47285/89

SALE IN EXECUTION

Nedcor Bank Limited *vs* **Basil William Thomas de Jongh,** married in community of property to Anthea Doreen de Jongh

Wynberg Case No. 47285/89

The property: Erf 40424, Cape Town at Athlone, situated in the City of Cape Town, Cape Division (36 Elwyn Road, Lincoln Estate, Athlone).

In extent: 625 square metres.

Improvements (not guaranteed): Brick walls/asbestos roof/lounge/kitchen/3 bedrooms/1 bathroom & w.c.

Date of sale: 18 March 1994 at 10:00.

Place of sale: 36 Elwyn Road, Lincoln Estate, Athlone.

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 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 2778/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Winston Simon,** Defendant

In pursuance of a judgment of the above Honourable Court dated 8 December 1993, and an attachment in execution dated 31 January 1994, the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Thursday, 17 March 1994 at 15:00:

Erf 4693, Gelvandale, in the Municipality and Division of Port Elizabeth, in extent 219 square metres, situated at 175 Anita Street, Gelvandale Extension 12, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof, comprising lounge, kitchen, three bedrooms and bathroom.

A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, AA Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 12 Main Street, Port Elizabeth. (Tel. 55-7760.)

Terms: 10% (ten per centum) deposit and Sheriff's charges of 5% (five per centum) of the proceeds of the sale which shall be paid by the purchaser up to a price of R20 000 and thereafter 3% (three per centum) up to a maximum fee of R6 000, subject to a minimum of R200, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this the 31st day of January 1994.

A. Beyleveld, for Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Tel. 52-1416.) (Ref. Dr A. Beyleveld.)

Case 35125/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited,** Plaintiff, and **Patrick Sias,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 11 November 1993, and a writ of execution dated 15 November 1993, the property listed hereunder will be sold in execution on 10 March 1994 at 11:00, at the front entrance of the Magistrate's Court, Durban Street, Uitenhage:

Certain Erf 12304, Uitenhage, in the Municipality and Division of Uitenhage, measuring 350 (three hundred and fifty) square metres, situated at 34 Cygnet Street, Roseridge, Uitenhage.

Improvements: Although not guaranteed, it consists of single storey, brick under tile private, detached dwelling with novilon flooring, lounge, kitchen, three bedrooms, bathroom and w.c.

Material conditions of sale:

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 18% interest thereon per annum shall be secured within twenty-one (21) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this the 27th day of January 1994.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth.

Case 35924/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited,** Plaintiff, and **Theodora Lungiswa Ncipa,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 23 November 1993, and a writ of execution dated 26 November 1993, the property listed hereunder will be sold in execution on 11 March 1994 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain: Erf 7577, Motherwell, in the Area of the Town Council of Motherwell Administrative District of Uitenhage, measuring 275 (two hundred and seventy-five) square metres, situated at 66 Kwamanube Street, Motherwell NU 6, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single sotrey, brick under tile private dwelling with fitted carpets, lounge, kitchen, dining-room, three bedrooms, bathroom, w.c. and with fenced boundary.

Material conditions of sale:

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 18% (eighteen per cent) interest thereon per annum shall be secured within twenty-one (21) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this 27th day of January 1994.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Case 35924/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited,** Plaintiff, and **Mogamat Shaheed Tobias,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 15 November 1993, and a writ of execution dated 17 November 1993, the property listed hereunder will be sold in execution on 11 March 1994 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain: Erf 14328, Bethelsdorp, in the Municipal and Administrative District of Port Elizabeth, measuring 468 (four hundred and sixty-eight) square metres, situated at 10 Harry Trichardt Crescent, Cleary Estate, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, brick under tile private dwelling with fitted carpets, lounge, kitchen, two bedrooms, bathroom, w.c., garage and with concrete boundary walls.

Material conditions of sale:

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 18% (eighteen per cent) interest thereon per annum shall be secured within twenty-one (21) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this 27th day of January 1994.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Case 23417/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **ABSA Bank Limited,** Plaintiff, and **Donald Patrick Whitehead,** Defendant

In pursuance to a judgment in the Court of the Magistrate of the District of Port Elizabeth, dated 12 August 1993, the property listed hereunder will be sold in execution on Friday, 11 March 1994 at 14:15, at the front entrance of the Law Courts, North End, Port Elizabeth, to the highest bidder and for cash:

Erf 3896, Bethelsdorp, in the Municipality and Division of Port Elizabeth, measuring 296 square metres, situated at 143 Bertram Street, Chatty, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under asbestos dwelling-house consisting of lounge, kitchen, two bedrooms and bathroom/w.c.

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 office of the Sheriff of the Magistrate's Court, Port Elizabeth. A substantial building society loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on the 4th day of February 1994.

J. G. Richards, for Rushmere Noach Incorporated, Plaintiff's Attorneys, 21 Chapel Street, Port Elizabeth. [Tel. (041) 55-7788.] (Ref. Mr Richards/ap.)

Saak 16952/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLEIN GEHOU TE MITCHELLS PLEIN

In die saak tussen **Metropolitan Lewens,** Eksekusieskuldeiser, en **P. J. Wynand,** Eksekusieskuldenaar

Ingevolge uitspraak van die Landdros van Mitchells Plein, en lasbrief vir eksekusie teen goed gedateer 24 September 1993, sal die ondervermelde eiendom op 11 Maart 1994 om 10:00, te Landdroskantoor Wynberg, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere: Erf 16184, Mitchells Plein, groot 264 vierkante meter, gehou kragtens Transportakte T80818/1991, bestaande uit drie slaapkamers, sitkamer, kombuis, badkamer en toilet, tesame met 'n buitegebou bestaande uit 'n stoorkamer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Wynberg, nagesien word.

Gedateer te Kaapstad op die 4de dag van Februarie 1994.

Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, BP Sentrum, Thibaultplein 1, Kaapstad. (Verw. TP/MF/W8654.)

Case 21826/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Investec Bank Limited,** Plaintiff, and **Gary Merwyn Diedricks,** First Defendant, and **Celeste Carmon Diedricks,** Second Defendant

In pursuance of a judgment of the Court of the Magistrate for the District of Mitchells Plain, dated 23 December 1993, and writ of execution dated 23 December 1993, the following will be sold in execution on 25 March 1994 at 12:00, at the site, being:

Erf 43470, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 516 square metres, also known as 48 Montana Avenue, Colorado Park, Mitchells Plain.

The following improvements are reported to the property but not guaranteed: A single dwelling with brick walls under a tiled roof consisting of three bedrooms, kitchen, lounge, toilet/bathroom and garage.

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. *Payment:*

2.1 10% (ten per centum) of the purchase price shall be paid in cash by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer upon signature of the conditions of sale, or otherwise as the Messenger of the Court or the auctioneer may arrange.

2.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

2.3 Interest shall be paid on—

2.3.1 the amount of the Plaintiff's claim at the rate of 16% (sixteen per cent) for each month or part thereof from the date of the sale to date of registration of transfer.

2.3.2 Interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

2.4 All the amounts mentioned in paragraphs 2.2 and 2.3 above are to be secured by the purchaser by an approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the date of the sale to the Execution Creditor's conveyancers.

3. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town on this the 9th day of February 1994.

K. Sloth-Nielsen, Second Floor, Groote Kerk Building, Adderley Street, Cape Town.

Saak 8162/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk,** Eiser, en **B T C & U U van Wyk,** Verweerders

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 5 Augustus 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 23 Maart 1994 om 09:00:

Erf 8344, Brackenfell, ook bekend as Chenel Place 27, Northpine, Brackenfell, afdeling Stellenbosch, groot 370 vierkante meter, gehou kragtens Transportakte T27990/89.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Kuilsrivier verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3 (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of Afslaers 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 van die Vonnisskuldeiser asook Belasting of Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer op hede die 9de dag van Februarie 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. Mev Swart/EVN309.)

Case 1514/93

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

ABSA Bank Limited trading as Allied Bank *versus* **Jafta Johannes Ruiters** and **Maurina Marlene Ruiters**

The following property will be sold in execution in front of the Court-house for the District of Caledon, on Wednesday, 30 March 1994 at 11:00, to the highest bidder:

Erf 358, Villiersdorp, in extent 595 square metres, held by T52146/1986, situated at 232 Buitekant Street, Villiersdorp, Cape.

1. The following improvements are reported but not guaranteed:

Part double storey dwelling: Lounge, dining-room, kitchen, four bedrooms and two bathrooms/toilets.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3A0488/gl.)

Case 2645/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **Nedbank,** Judgment Creditor, and **Dana Rossouw,** Judgment Debtor

In pursuance of a judgment granted on 28 July 1993, in the Somerset West Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 15 March 1994 at 11:00, at 6 Frangipani Street, Somerset West, to the highest bidder:

Description: Erf 5342, Somerset West, in the Municipality of Somerset West, Division of Stellenbosch, in extent one thousand and four (1 004) square metres, postal address 6 Frangipani Street, Somerset West, improvements with inter alia a dwelling thereon, held by the Judgment Debtor/Defendant in his name under Deed of Transfer T14567/91.

The conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay 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 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 to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Church Street, Somerset West.

Dated at Somerset West on this 9th day of February 1994.

P. du Toit, for Morkel & De Villiers, Plaintiff's Attorneys, Second Floor, Boland Bank Building, Main Road, Somerset West, 1730; P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.] (Ref. Collections/PduT/fh.)

Saak 4277/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VRYBURG GEHOU TE VRYBURG

In die saak tussen **Eerste Nasionale Bank van Suid-Afrika Bpk.,** (handelbaar as Wesbank), Eiser, en **J. J. McCarthy,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 17 Februarie 1993, sal die hiernavermelde vaste eiendom in eksekusie verkoop word op 11 Maart 1994 om 10:00, voor die Landdroskantore, Vryburg aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju, by die veiling uitgelees sal word:

Erf 3367, Vryburg, geleë in die Vryburg-dorpsuitbreiding 17, munisipaliteit Vryburg, afdeling Vryburg, groot 930 vierkante meter, ook bekend as Diamantstraat 3, Vryburg.

Voorwaardes: Een tiende van die koopprys in kontant of deur middel van 'n bank-gewaarborgde tjek aan die Balju, vir die rekening van die vonnisskuldeiser, betaling waarvan op die verkoopsdatum moet geskied. Die balans is betaalbaar teen oordrag en moet verseker word deur 'n bank- of bouvereniging waarborg, deur die koper binne 14 (veertien) dae na die verkoping verskaf word.

Die volledige verkoopvoorwaardes lê vir inspeksie by die Balju se kantoor gedurende kantoorure.

Geteken te Vryburg op hierdie 9de dag van Februarie 1994.

Dawid Viviers, Prokureurs vir Eiser, p.a. Du Plessis-Viviers, Markstraat 136, Posbus 2010, Vryburg, 8600.

Case 21088/93

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 **Dennis Henry George,** First Judgment Debtor, and **Sandra George,** Second Judgment Debtor

In pursuance of a judgment granted on 10 December 1993, in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder on 16 March 1994 at 10:00, at Wynberg Court-house:

Description: Erf 34469, Mitchells Plain, in the Local Area of Colorado Park, Cape Division, in extent five hundred and ninety-four (594) square metres, postal address 6 Hawaai Avenue, Colorado Park.

Improvements: Dwelling: three bedrooms, kitchen, lounge, en suit, bathroom, toilet/bathroom, and garage, held by Deed of Transfer 409/86.

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. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow on this 8th day of February 1994.

Van Niekerk H. C., 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. Z52674/HVN/Mrs Wolmarans.)

Saak 4165/93

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen **NBS Bank Beperk,** Eiser, en **Daniël Wagenaar,** Eerste Verweerder, en **Elaine Wagenaar,** Tweede Verweerderes

Ingevolge 'n vonnis toegestaan in die Landdroshof te Oudtshoorn en 'n lasbrief vir eksekusie gedateer 10 Januarie 1994, sal die volgende eiendom verkoop word deur die Balju, Oudtshoorn aan die hoogste bieër op 23 Maart 1994 om 11:00, te die ondervermelde perseel:

Erf: 2050, Oudtshoorn.

Geleë: In die Munisipaliteit en Afdeling van Oudtshoorn.

Groot: 999 vierkante meter.

Gehou: Kragtens Transportakte T36917/92.

(Ook bekend as Brownstraat 5, Oudtshoorn).

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Een woonhuis.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe 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 Titelakte in so ver dit van toepassing mag wees.

2. *Terme:* Die koopprys sal betaalbaar wees as synde 10% (tien persent) daarvan op die dag van verkoping aan die Balju en die balans tesame met rente daarop teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 30 dae aan die Balju betaal word of verseker word deur 'n goedgekeurde bank- of bougenootskapswaarborg.

3. *Voorwaardes:* Die volle voorwaardes van die verkoping lê vir insae by die kantore van die Balju, Hoogstraat 159, Oudtshoorn en sal voorgelees word op die dag van verkoping.

Gedateer te Oudtshoorn hierdie 10de dag van Februarie 1994.

T. Snyman, vir Matthis & Matthis, Prokureurs vir Eiser, Kerkstraat 57; Posbus 152, Oudtshoorn, 6620. (Verw. TS/N25.)

Saak 16372/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Kraaifontein Munisipaliteit,** Eiser, en **W. Johannes,** Eerste Verweerder, en **M. Johannes,** Tweede Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Vrydag, 18 Maart 1994 om 10:45, op die perseel geleë te Aandblomstraat 23, Kraaifontein:

Die onroerende eiendom te koop, staan bekend as: Erf 11123, Kraaifontein, in die Munisipaliteit van Kraaifontein, afdeling Paarl, groot 131 (eenhonderd een en dertig) vierkante meter, gehou kragtens Transportakte T13911/1991, synde 'n woonhuis bestaande uit twee slaapkamers, kombuis, sitkamer, badkamer.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook die voorwaardes van die Titelakte waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprys tesame met rente daarop teen die koers bepaal deur Ordonnansie 20 van 1974, vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping, Vonniskuldeiser voorsien van 'n bank- of bouverenigingswaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê, by die kantor van die Afslaer, Herman Smit, p.a. Smit Kruger & Potgieter, Brightonweg 50, Kraaifontein.

Geteken te Kraaifontein op hierdie 10de dag van Februarie 1994.

J. T. Potgieter, vir Smit Kruger & Potgieter, Brightonweg 50, Kraaifontein.

Case 1205/93

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

In the matter between **NBS Mortgage Nominees (Proprietary) Limited,** Plaintiff, and **The Trustees for the time being of Stephcon Beleggings Trust,** Defendant

In execution of the judgment of the Magistrate's Court of Strand, in the above matter, 23 March 1994 at 12:00, at Broadlands Road, Strand, a sale of the following immovable property, situate at the said address, namely:

Erf 10802, The Strand, situated in the Municipality of Strand.

In extent: 3 146 (three thousand one hundred and forty-six) square metres.

The property includes the following: A factory building.

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 soled voetstoots and as it stands and subject to the conditions of the existing Title Deed. The highest bidder shall be the purchaser subject to the provisions of Section 66 of the above Act.

2. One tenth (1/10th) of the purchase price shall be paid in cash or by means of a bank marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court, Strand.

Dated at Cape Town on this 10th day of February 1994.

T. L. Maughan, for Francis Thompson & Aspden, Plaintiff's Attorneys, 5 Leeuwen Street, Cape Town. (Ref. TLM/lk/06/33625.)

Case 9524/93

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Mr F. P. Jackson,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Goodwood, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on Tuesday, 15 March 1994 at 10:00, in front of the Court-house for the District of Somerset West, to the highest bidder:

Erf 2004, Macassar, in the Local Area of Macassar, Administrative District of Stellenbosch, in extent 852 (eight hundred and fifty-two) square metres, held by Deed of Transfer T72818/1992.

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 together with interest thereon at 16% (sixteen per centum) per annum from and including the date of sale to an including date of payment, calculated daily and compounded monthly, shall be paid in cash against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 days of the sale.

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.

Kessler & De Jager, Attorneys for Plaintiff, 100 Voortrekker Road, Goodwood. (Ref. J. de Jager.)

Saak 132/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **Irvin & Johnson,** Eiser, en **M. G. Majiet,** Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en lasbrief tot uitwinning, sal die ondergenoemde eiendom op die perseel van die eiendom self op 21 Maart 1994 om 11:00, aan die hoogste bieder verkoop word:

Erf 2223, Worcester, geleë te Sohngelaan 115, Worcester, in die munisipaliteit en afdeling Worcester, groot 657 (seshonderd en sewe-en-vyftig) vierkante meter.

Voorwaardes: Die verkoping is onderhewig aan die betaling in kontant van ten minste 20 persent (20%), van die koopprys op die datum van verkoping en dat 'n bank- of bougenootskapwaarborg verskaf word binne 21 dae vanaf die verkoopdatum vir die balans van genoemde koopprys. In geval van Eiser self die Koper is sal die voorwaardes ten opsigte van die 20 persent (20%) deposito nie van toepassing wees nie.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan nou reeds nagegaan word by die kantoor van die Balju van die Landdroshof, Worcester.

Gedateer te Worcester op die 9de dag van Februarie 1994.

Conradie en Vennote, Prokureur vir Eiser, Stockenströmstraat 23, Worcester.

Saak 8984/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Kaap die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **Pretoria Bank Beperk,** Eiser, en **Anna van Zyl Louw,** Verweerder

Ter uitvoering van 'n verstekvonnis wat op 28 Oktober 1993, in die bogemelde Hof teen die bogemelde Verweerder toegestaan is sal die hiernavermelde vaste eiendom op Vrydag, 11 Maart 1994 om 10:00, te die perseel, synde Royalstraat 12, Moorreesburg, opgeveil word onderhewig aan die hiernavermelde voorwaardes en die verdere voorwaardes wat by die veiling uitgelees sal word:

Beskrywing van die eiendom:

Die volgende inligting omtrent die eiendom word verstrek maar niks word gewaarborg nie:

Erf 982, Moorreesburg, in die munisipaliteit van Moorreesburg, afdeling Malmesbury, groot 952 (negehonderd twee-en-vyftig) vierkante meter, gehou kragtens Transportakte T5511/1990, en onderhewig aan die voorwaardes soos daarin vervat.

Voorwaardes van betaling: Tien persent (10%), van die koopprys is betaalbaar in kontant onmiddellik na die verkoping en betaling van die balans, tesame met rente daarop teen negentien persent (19%), per jaar bereken vanaf 'n datum een maand na die verkoping moet gewaarborg word deur 'n waarborg deur die Eiser se prokureurs goedgekeur en wat aan die Adjunk-balju binne een (1) maand na datum van verkoping oorhandig moet word.

Voorwaardes van verkoping: Die eiendom is voetstoots verkoop en die koper is verantwoordelik vir al die agterstallige koers, belasting, heffings en rioleringskoste opgehef in verband met die eiendom. Die verkoopvoorwaardes lê ter insae by die perseel van die Adjunk-balju.

Gedateer te Kaapstad hierdie 3de dag van Februarie 1994.

R. le Roux, vir Jan S. de Villiers & Seun, 16de Verdieping, BP-sentrum, Thibaultplein 1, Kaapstad. (Verw. RLR/dl/CP2.)

Case 16601/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Mohlomola Isaac Mapitsi,** First Execution Debtor, and **Mirriam Nobabalo Mapitsi,** Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain, dated 29 December 1993, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction, held in front of the Court-house at Wynberg, to the highest bidder on 16 March 1994 at 10:00:

Erf 1834, Mandalay, in the local area of Mandalay, Cape Division, in extent 702 (seven hundred and two) square metres. *Street address:* 8 Sierra Crescent, Mandalay, 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 of two bedrooms, kitchen, lounge, 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 office of the Sheriff of the Magistrate's Court, 7 Electric Street, Wynberg.

4. Payment shall be effected 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 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 11th day of February 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 18550/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Andrew Robyn,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain, dated 20 July 1993, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court-house at Wynberg, to the highest bidder on 16 March 1994 at 10:00:

Erf 1138, Weltevreden Valley, in the local area of Weltevreden Valley, Cape Division, in extent 338 (three hundred and thirty-eight) square metres. *Street address:* 18 Louise Crescent, Weltevreden Valley, 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 with three bedrooms, kitchen, lounge, 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 office of the Sheriff of the Magistrate's Court, 7 Electric Street, Wynberg.

4. 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 18,5% (eighteen comma five 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 11th day of February 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 69052/92

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

In the matter between **Western Cape Regional Services Council,** Plaintiff, and **B. O.** and **J. Brittow,** Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 6 August 1993, the property listed hereunder, and commonly known as 79 Dickens Drive, Mandalay, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 14 March 1994 at 10:00, to the highest bidder:

Erf 1849, Mandalay, situated in the local area of Mandalay, Cape Division, in extent 494 (four hundred and ninety-four) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling, brick walls under a tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom/toilet and double garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff or the Magistrate's Court, Wynberg, 7 Electric Road, Wynberg.

Dated at Cape Town on this the 9th day of February 1994.

Coll, for Syfret Godlonton-Fuller Moore Inc., 10th Floor, NBS Waldorf, St Georges Mall, Cape Town. [Ref. Coll/WW/75596 (30).]

Case 1449/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited,** Plaintiff, and **J. C. Jefthas** (NB 0048), First Defendant, and **Mrs D. S. Jefthas** (NB 0048), Second Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction in front of the Magistrate's Court, Kuils River, on 15 March 1994 at 09:00:

Property: Erf 1112, Blue Downs, in the Lower Kuils River, No. 1 Local Area, Division of Stellenbosch, measuring 308 (three hundred and eight) squar metres, held by Deed of Transfer T3927/1989. More specifically known as 13 Vrede Street, Tuscany Glen, Blue Downs.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.

2. The property will be sold voetstoots to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. [Tel. (021) 92-3007.] (Ref. H. M. P. Kruger/jdt.) Auctioneer of Plaintiff, Sheriff Magistrate's Court, 29 Northumberland Road, Bellville. (Ref. A. Matthee.)

Saak 2365/92

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **ABSA Bank Beperk,** voorheen United Bank Beperk, voorheen United Bouvereinging, Eksekusieskuldeiser, en **Jacobus Jeffrey Claassen,** Eerste Eksekusieskuldenaar, en **Sophia Claassen,** Tweede Ekeskusieskuldenaar

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof gedateer 14 Julie 1992 en daaropvolgende lasbrief vir eksekusie gedateer 14 Julie 1992, sal die ondergemelde eiendom per openbare veiling in eksekusie verkoop word op 14 Maart 1994 om 11:00, te Boogstraat 2, Parkdene, George:

Erf 11135, George, in die Munisipaliteit en Administratiewe Distrik van George, groot 373 (driehonderd drie-en-sewentig) vierkante meter, geleë te Boogstraat 2, Parkdene, George, en bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer, toilet, maar ten opsigte daarvan kan geen waarborg gegee word nie.

Voorwaardes: Die eiendom sal voetstoots sonder reserwe en onderworpe aan die voorskrifte van die Landdroshofwet en reël daaronder aan die hoogste bieder verkoop word. Die koper moet 10% (tien persent) van die koopprys in kontant op die dag van die verkoping aan die Geregsbode betaal. Die balans moet binne veertien (14) dae na datum van verkoping verseker word deur 'n bank- of bouverenigingwaarborg, betaalbaar teen registrasie van transport.

Die volle voorwaardes van verkoping sal gedurende kantoorure ter insae lê by die kantore van die ondergetekendes en van die Geregsbode, Wellingtonstraat 38, George, en sal onmiddellik voor die verkoping uitgelees word deur die afslaer.

Stadler & Swart, Prokureurs vir Eksekusieskuldeiser, Derde Verdieping, Nedbanksentrum, C. J. Langenhovenweg, George.

Saak 234/93

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **United Bank Beperk,** Eiser, en **Charles James Davids,** Eerste Verweerder, en **Frances Mary-Ann Davids,** Tweede Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 9 Julie 1993, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 17 Maart 1994 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 16066, in die Munisipaliteit van Uitenhage, en afdeling van Uitenhage, groot 450 (vierhonderd en vyftig) vierkante meter, gehou kragtens Transportakte T37119/1992, geleë te Perinastraat 13, Uitenhage.

Verbeterings: 'n Woonhuis met gebruiklike geboue alhoewel geen waarborg in verband daarmee gegee word nie.

Terme van voorwaardes: Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping plus 4% (vier persent) Balju (afslaers) koste en vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

Voorwaardes van verkoping: Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, Bairdstraat 4, Uitenhage.

Gedateer te Uitenhage op die 11de dag van Februarie 1994.

G. P. van Rhyn, Minnaar & Kie., Eerste Verdieping, Rhymingebou, Republiek Plein, Uitenhage. (Verw. CTAM/cm/S04768.)

Case 1629/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between **Standard Bank of S.A. Ltd,** Plaintiff, *versus* **Ahmed Kapery,** Defendant

In pursuance of a judgment dated 28 July 1993 and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 25 March 1994 at 15:00:

Erf 932, Malabar, situate in the Municipality and Administrative District of Port Elizabeth, extent 522 (five hundred and twenty-two) square metres, situated at 53 Calendula Drive, Malabar, Port Elizabeth.

While nothing is guaranteed, it is understood that the property is a detached, brick dwelling under an asbestos roof.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% (ten per centum) on date of sale, the balance including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R100 plus VAT] are also payable on date of sale.

Dated at Port Elizabeth on this the 16th day of February 1994.

C. Pillay, for Pillay Meyer, Plaintiff's Attorneys, 6 Nielson Street, Korsten, Port Elizabeth. (Ref. Mr Pillay/ac.)

NATAL

Case 2694/90

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 **Zelpha Nomvuyelelo Mbiza,** Defendant

In the pursuance of judgment granted on 5 December 1990, 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 A1262, in extent 372 square metres, situated in the Township of Gamalakhe, represented and described on General Plan BA15/1970, held by virtue of Deed of Grant G000140/1970;

Physical address: Ownership Unit A1262, Gamalakhe Township.

The property has been improved by the erection of a brick and tile roof dwelling-house thereon, consisting of kitchen, lounge, three 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 purshacer shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 20% (twenty per 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 neccessary 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 Magistrates's Court, Port Shepstone.

Dated at Port Shepstone on this the 8th day of February 1994.

Barry, Botha & Breytenbach, 16 Bisset Street, Port Shepstone. (Ref. CEB/LG/K74 05S047033.)

Case 20455/93

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

In the matter between **City Treasurer Pietermaritzburg,** Execution Creditor, and **Muniamah S. Govindasamy,** First Execution Debtor, and **Mrs Aroomugam Govindasamy,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Pietermaritzburg, and a warrant of execution numbered 20455/93, issued thereon, dated 4 October 1993, the property listed hereunder will be sold in execution on 25 March 1994 at 11:00, at 277 Berg Street, Pietermaritzburg, to the highest bidder, subject to the conditions, which will be read out by the auctioneer at the sale, namely:

Subdivision 474 (of 252), of the farm Northdale, 14914, situated in the City of Pietermaritzburg and in the Administrative District of Natal, in extent 467 (four hundred and sixty-seven) square metres.

The following information is furnished but not guaranteed:

1. The property is a residential property.

2. The property is situated at 72 Larkspur Road, Northdale, Pietermaritzburg.

3. The property has improvements but not completed consisting of three bedrooms, lounge, kitchen and one and a half bathroom.

4. The detailed conditions of sale in respect of the above property may be inspected at the offices of the Sheriff of the Magistrate's Court.

Dated at Pietermaritzburg this 11th day of February 1994.

Bale Buchanan, 131 Pietermaritz Street, Pietermaritzburg.

Case 8377/92

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

In the mater between **Hill & Van der Vyver CC,** Plaintiff, and **Logapragasam Moodley,** Defendant

In pursuance of a judgment granted on 12 November 1992, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 March 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 448, Westham, situated in the City of Durban, Administrative District of Natal, in extent 325 square metres.

Postal address: 30 Haysham Place, Phoenix.

Town-planning zoning: Residential.

Improvements (not guaranteed): Block under tile semi detached flat, consisting of three bedrooms, lounge, kitchen, toilet, bathroom and precast fencing.

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 full conditions of sale may be inspected at the office of the Sheriff of the Court, Pinetown, or at our offices.

3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by us and to be furnished to the Court Sheriff within fourteen (14) days after the date of sale.

4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer, upon request by the said attorneys.

5. Payment of the Sheriff/auctioneer's fees of five per cent (5%) of the proceeds of the sale, up to a price of R20 000 and thereafter three per cent (3%) to a maximum of R6 000, with a minimum of R200, plus Value-Added Tax, is payable in cash immediately after the sale.

6. Possession and occupation of the property shall, subject to the rights of existing tenants pass to the purchaser upon the sale being effected, from which date all benefits, risks and liabilities in respect of the poperty shall pass to the purchaser.

7. The improvements on the property are as stated above but no guarantees are given in this regard.

8. The purchaser shall be liable for Value-Added Tax on the sale price as well as on the Sheriff's commission.

Dated at Pinetown on this 31st day of January 1994.

Morris Fuller & Associates, Plaintiff's Attorneys, Third Floor, First National Bank Building, 47 Crompton Street, Pinetown. (Ref. Mr Walden/08H011002.)

Saak 4308/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **Boland Bank Beperk,** Eksekusieskuldeiser, en **Sarel Johannes Pretorius,** Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bovermelde Agbare Hof, en daaropvolgende lasbrief vir eksekusie gedateer 14 Desember 1993, sal die onroerende eiendom synde Erf 248, geleë te Columbinesteeg 3, in die dorp Virginia, distrik Ventersburg, geregtelik verkoop word op 18 Maart 1994 om 10:00, voor die Landdroshof, Virginia Tuine, Virginia.

Die eiendom bestaan uit 'n woonhuis met drie slaapkamers, sit/eetkamer, badkamer, kombuis en opwaskamer.

Geen van die verbeteringe op die eiendom is gewaarborg nie. Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, Civiclaan 45, Virginia, en is onder andere die volgende:

1. Die eiendom sal deur die Balju van die Landdroshof, Virginia, by wyse van openbare veiling aan die hoogste bieër verkoop word, vir kontant, maar sodanige verkoping is onderhewig aan bekragtiging deur die Vonnisskuldeiser of sy prokureurs, binne 10 dae vanaf datum van verkoping, en is verder onderhewig aan die voorwaardes soos uiteengesit in artikel 66 (2) van Wet No. 32 van 1944, soos gewysig.

2. Die koper sal 'n deposito betaal van 10% (tien persent) van die koopprys op ondertekening van die verkoopvoorwaardes en die balans van die koopprys plus rente teen 23,25% (drie-en-twintig komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal gewaarborg word by wyse van 'n goedgekeurde bank- of bouverenigingwaarborg wat gelewer moet word aan die Eksekusieskuldeiser se prokureurs binne veertien (14) dae vanaf die datum van verkoping.

3. Die koper sal die afslaer se koste betaal op datum van verkoping.

Gedateer te Newcastle hierdie 1ste dag van Februarie 1994.

P. G. Steyn, vir De Jager Kloppers Steyn Oberholster, Prokureurs vir Eksekusieskuldeiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle. (Verw. ZO 2981/BB P.102/isf.)

Saak 17552/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Strategos Beleggings BK,** handeldrywende as Roving Ads, Eerste Verweerder, **Johannes Nicolaas Kruger,** Tweede Verweerder, en **Stephanus Willem Jacobus Odendaal,** Derde Verweerder

'n Verkoping word gehou by die hoofingang, Hooggeregshof, Durban, op 18 Maart 1994 om 10:00, van 'n onverbeterde eiendom, naamlik:

Gedeelte 15 (gedeelte van Gedeete 1) van Erf 77, geleë in die dorpsgebied Amanzimtoti, groot 1 300 vierkante meter, gehou kragtens Akte van Transport T15604/1987 (beter bekend as Arthur House, Road 8, Amanzimtoti).

Besonderhede word nie gewaarborg nie.

Besigtig voorwaardes by Balju, Lejaton 101, St Georgestraat 40, Durban.

Tim du Toit & Kie. Ing. (Tel. 320-6753.) (Verw. Dr Viljoen//LB.)

Case 27/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Agripro (Natal) (Pty) Limited,** Plaintiff, and **Banana Grove Close Corporation,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone and the warrant of execution issued pursuant thereto on 8 July 1993, the immovable property described as:

Sub 2 (of 1) of Lot 22, Marburg Settlement 5306, situated in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 4,6673 hectares.

Will be sold in execution on Friday, 18 March 1994 at 10:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Messrs Barry, Botha & Breytenbach, the Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. The material terms and conditions of the sale are as follows:

(a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's Conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's Conveyancers. This guarantee shall be delivered to the Plaintiff's Conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the Local Authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 4% (four per centum) of the purchase price.

(e) The property shall be sold subject to any valid existing tenancy (if any).

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by: No improvements-Vacant stand.

Dated at Port Shepstone on this the 7th day of February 1994.

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. H. M. Downes/ A47/06A019014.)

Saak 2212/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd,** Eksekusieskuldeiser, en **Sipho Zacharia Kunene,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer, 21 Januarie 1994, sal die onder vermelde eiendom, op 13 April 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Site B2404, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 8ste dag van Februarie 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 2776/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **NBS Bank Limited,** Execution Creditor, and **Habson Enterprises (Pty) Limited,** First Execution Debtor, and **Richard Ramdah,** Second Execution Debtor

In pursuance of a judgment granted on 3 September 1993, in the Magistrate's Court for the District of Lower Tugela, held at Stanger and a writ of execution, issued thereunder, the immovable property of the First Execution Debtor listed hereunder will be sold in execution on Monday, 21 March 1993 at 10:00, at the front of the Magistrate's Court Building, Estcourt.

Description: Rem of Consolidated Lot 276 Estcourt, situated in the Borough of Estcourt, Administrative District of Natal, in extent two whousand and twenty three (2 023) square metres.

Street address: 131 Alfred Street, Estcourt.

Improvements: Nil (vacant lot).

Zoning: Special Residential (nothing is guaranteed in these respects).

The sale shall be for Rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten percent (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 19,25% (nineteen comma two five per cent) per annum 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.

Dated at Durban this 4th day of February 1994.

K. L. Naidoo, for Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. KN/mp/11 N349 274.)

Case 2284/93

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

In the matter between **City Treasurer Pietermaritzburg, Execution Creditor, and Compet Investments (Pty) Ltd,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Pietermaritzburg and a warrant of execution numbered 22843/93 issued thereon, dated 12 October 1993, the property listed hereunder will be sold in Execution on 18 March 1994 at 11:00, at 277 Berg Street, Pietermaritzburg, to the highest bidder, subject to the conditions, which will be read out by the Auctioneer at the sale namely:

Subdivision 1 of Lot 2811, Pietermaritzburg, situated in the City of Pietermaritzburg and in the Administrative District of Natal, in extent 1089 (one thousand and eighty nine) square metres.

The following information is furnished but not guaranteed:

1. The property is a residential property.

2. The property is situated at 557 Berg Street, Pietermaritzburg.

3. The property has improvements to the main dwelling 97 m^2 in extent. Verandah 11½m^2, outside toilet, facilities, servants' quarters 10m^2, garage 26m^2.

4. The detailed conditions of sale in respect of the above property may be inspected at the offices of the Sheriff of the Magistrate's Court.

Dated at Pietermaritzburg this 11th February 1994.

Bale Buchanan, 131 Pietermaritz Street, Pietermartizburg.

Case 3647/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Cyprian Langa,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 4 March 1993 the following immovable property will be sold in execution on Friday, 11 March 1994 at 11:00, at the Sheriff's Sale-Room, 227 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 20 (of 17) of Lot 408, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent seven hundred and twenty-five (725) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at Nigel Crescent, Bisley Valley, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under brick and tile comprising three bedrooms, one and a half bathroom, shower, two w.c.'s, lounge, dining-room, kitchen with verandah and rear aluminium awnings. Outbuilding comprises garage and w.c.

Material condition of sale:

The purchaser shall pay ten (10%) per cent of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 8th day of February 1994.

Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 3190/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mbongeni Absan Buyela,** First Defendant, and **Nini Evelinah Buyela,** Second 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 Dundee on the steps of the Magistrate's Court, Gladstone Street, Dundee, Natal, on Friday, 11 March 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 58 Gladstone Street, Dundee, Natal, namely:

Lot 63, Dundee (Extension 3), situated in the Borough of Dundee, in the Thukela Joint Service Board Area, Administrative District of Natal, in extent two thousand and thirteen (2 013) square metres which property is physically situated at 25 Melville Road, Dundee, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T11320/1993.

Improvements: Without constitution a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house brick under asbestos consisting of a lounge, kitchen, scullery, three bedrooms, a bathroom, a toilet and shower. There is an outbuilding consisting of a staff room, a toilet and a garage.

Zoning: The property is zoned for special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten percent (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 the 12th day of January 1994.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorney, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 2216/92

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

In the matter between **The African Bank Ltd,** Plaintiff, and **Vusumuzi Jethro Zuma,** Defendant

In pursuance of a judgment granted on 31 March 1993, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 March 1994, at the main South entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu Flag Post), at 10:00 to the highest bidder:

Description: Ownership Unit 23 in extent 357,7 square metres, situated in the township of Umlazi, Unit 8, County of Durban presented on General Plan BA9/1967, held by virtue of Deed of Grant 1890/109, signed at Pretoria on the 23 September 1977.

Physical address: H 23 Umlazi.

Improvements: Single storey brick under tile dwelling comprising three bedrooms, dining-room, bathroom, kitchen, garage and electricity (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate of 28% 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, Umlazi, or at the offices of Strauss Daly Inc.

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

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001. (Ref. Mrs D. Varty/M15004/OE.)

Case 232/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Thandeni Philemon Shezi,** Defendant

In pursuance of a judgment granted on 11 November 1993, in the Umbumbulu 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 10:00, at the main east Entrance to the Magistrate's Court, Umbumbulu, to the highest bidder:

Description: A certain piece of land being Ownership Unit 1597, in extent 372 square metres, situated in the Township of KwaMakhutha, represented and described on General Plan B.A. 35/1966, held by virtue of Deed of Grant No. 397/127.

Physical address: Ownership Unit 1597, KwaMakhutha.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey brick/plaster and asbestos dwelling (54 m^2) comprising kitchen, dining-room, two bedrooms, bathroom and w.c.'s. Municipal electricity, water supply and sanitation: Local Authority. Improvements: Fencing.

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 18% (eighteen 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, Umbumbulu.

Dated at Durban this 4th day of February 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z18669/MM.)

Case 28842/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Stefanus Philip Willem Meyer,** Defendant

In pursuance of a judgment that was granted on 30 July 1993, in the Court of the Magistrate, Scottburgh, the immovable property listed hereunder shall be sold in execution to the highest bidder on Friday, 18 March 1994 at 10:00, in front of the Magistrate's Court, Scott Street, Scottburgh:

Description: Subdivision 248 of Lot 2, No. 1668, situated in the Widenham Health Committee Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent (1 981) one thousand nine hundred and eighty-one square metres, also known as 4 Salisbury Road, Axbridge Street, Widenham.

The property consists of castel type right angle brick and plaster concrete split level dwelling consisting of:

Lower level: Brick courtyard with entrance porch, double garage, three servants' quarters and bathroom with bath and toilet.

Main dwelling: Large sea facing verandah, lounge, dining-room, TV-room, study, large open plan kitchen with adjoining scullery, larder, small store-room under staircase, toilet with hand wash basin and glazed floor throughout.

Upper level: Large sea facing balcony, main bedroom with dressing-room and main en suite, five bedrooms — one with main en suite, full bathroom, white glazed tiled and carpeted floors and right angle staircase.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.

2.2 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 and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from the date of the sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

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

Dated at Durban on this the 8th day of February 1994.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/ih/013569.)

Case 2074/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Ramsunkaran Naidoo,** First Execution Debtor, and **Saraspathy Naidoo,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone dated 12 August 1992, the following immovable property will be sold in execution on 11 March 1994 at 09:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 1199, Marburg (Extension 14), situated in the Marburg Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 535 square metres.

The following information is furnished regarding the property, but is not guaranteed.

The property is situated at Lot 1199, Marburg (Extension 14).

Upon the property is a dwelling of brick under tile roof consisting of lounge, dining-room, kitchen, three bedrooms (main-en-suite with shower and toilet), toilet/bathroom and toilet and store-room.

Material conditions of sale:

The purchaser shall pay twenty per centum (20%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the Office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 2nd day of February 1994.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate; and/or 50 Bisset Street, Port Shepstone

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Case 60305/93

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

In the matter between **NBS Bank Limited,** formerly known as Natal Building Society Limited, Plaintiff, and **Ranjith Hiralal,** Defendant

In pursuance of a judgment granted on 10 November 1993, in the Magistrate's Court for the District of Durban held at Durban the property listed hereunder will be sold in execution on Friday, 18 March 1994 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam:

Description: Lot 368, Rainham, situated in the City of Durban, Administrative District of Natal, measuring (991) square metres.

Postal address: 86 Ranmoor Crescent, Centenary Park, Phoenix.

Improvements: Brick under tile dwelling comprising three bedrooms, dining-room, lounge, kitchen, bathroom and toilet. Water and lights facilities.

Vacant possession is not guaranteed.

Nothing in respect of the sale notice is guaranteed the conditions of sale. The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at Sheriff, Verulam, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Avenues.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 1st day of February 1994.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban.

Case 6397/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Paul Sifiso Ngcobo,** Execution Debtor

In pursuance of a judgment granted on 24 August 1993, in the Magistrate's Court for the District of Inanda Area 1, held at Verulam, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 18 March 1994 at 10:00, at the front-entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Ownership Unit 459, in extent three hundred and fifteen (315) square metres, situate in the Township of Ntuzuma-Unit 6, in the District County of Victoria, represented and described on General Plan B.A. 419/1978 held under Deed of Grant G.1349/34. *Street address:* Unit F459, Ntuzuma.

Improvements: A block under asbestos dwelling consisting of two bedrooms, lounge, kitchen, toilet with bathrooms, water and light facilities. *Zoning:* Special residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per 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% (eighteen per centum) per annum to the bondholder, Nedcor Bank Limited (formerly named 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, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam. [Tel. (0322) 33-1037.]

Dated at Durban this 4th 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. Mr Pentecost.)

Case 25265/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Charles Henry Holtzhausen,** First Execution Debtor, and **Zacharia Maria Magdalena Holtzhausen,** Second Execution Debtor

In pursuance of a judgment granted on 17 June 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, 17 March 1994 at 14:00, in front of the Magistrate's Court-house, Somtseu Road, Durban:

Description: Remainder of Lot 14, Sea View, situate in the City of Durban, Administrative District of Natal, in extent one thousand three hundred and thirty-three (1 333) square metres held under Deed of Transfer T2713/85. *Street address:* 9 Unit Avenue, Seaview, Durban.

Improvements: A brick under tile dwelling consisting of three bedrooms, kitchen, three bathrooms, dining-room, two garages and swimming-pool.

Zoning: Special residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per 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% (eighteen per centum) per annum to the bondholder, Nedcor Bank Limited (formerly named 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 Central, 21 Stafmayer House, Beach Grove, Durban. (Tel. 305-8444.)

Dated at Durban this 4th 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 696/93

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

In the matter between **KwaZulu Finance and Investment Corporation Limited,** Plaintiff, and **Lindiwe Prisca Mkhize,** Defendant

In pursuance of a judgment granted on 9 August 1993 in the Umlazi Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 18 March 1994 at 10:00, at the Main East Entrance to the Magistrate's Court, Umbumbulu, to the highest bidder:

Description: A certain piece of land, being Ownership Unit A270, in extent 556 square metres, situated in the Township of Magabeni, represented and described on General Plan B.A.79/1969, held by virtue of Deed of Grant 884/172. *Physical address:* Ownership Unit A270, Magabeni.

The property has been improved by the erection of a dwelling-house thereon, consisting of: A single storey brick/plaster and asbestos dwelling (77 m^2) comprising of kitchen, lounge, three bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local Authority. *Improvements:* Fencing — concrete (9 m^2).

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 10th day of February 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z13988/MM.)

Case 2819/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Sookpally Misrilal,** Defendant

In pursuance of a judgment in the above Honourable Court dated 13 October 1992, and a writ of execution issued thereafter, the immovable property, listed hereunder, will be sold in execution at the Sheriff's Office, 5 Courtyard Derek Hall, 172 Loop Street, Pietermaritzburg, on Friday, 18 March 1994 at 08:30, to the highest bidder:

Subdivision 3 of Lot 1257, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 387 square metres, held by the Defendant under Deed of Transfer T3866/92.

The following information is given but not guaranteed:

1. The property is situated at 14 Calcutta Road, Pietermaritzburg, which property is residential property.

2. There is a single storey brick under iron dwelling comprising lounge, kitchen, three bedrooms, bathroom, toilet, outside toilet and garage.

Material conditions:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the Supreme Court.

2. A deposit of 10% (ten per cent) in cash shall be paid by the highest bidder on the day of the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished within twenty-one (21) days after date of sale.

3. The sale shall be without reserve.

4. A full list of the conditions may be inspected at the office of the Sheriff of the Supreme Court for the District of Pietermaritzburg during normal office hours.

Dated at Pietermaritzburg this 8th day of December 1993.

J. von Klemperer, for Von Klemperer & Davis, Plaintiff's Attorneys, 2 Princess Street, Pietermaritzburg. (Ref. JVK/LAP/F508/011.)

Case 1012/93

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Dumapansi Mwelase,** Defendant

In pursuance of a judgment granted on 9 December 1993, in the above Court, and warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 22 March 1994 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit H1455, situated in the Township of Esikhawini, District of Ongoye, in extent 387 (three hundred and eighty-seven) square metres.

1. (b) *Street address:* H1455, Esikhawini Township.

1. (c) *Property description* (not warranted to be correct): Single storey block under corrugated iron roof dwelling comprising lounge, bedroom and bathroom. The property is full electrified and with complete water system.

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, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

Dated at Empangeni this 1st day of February 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K600/586 (586/93).]

Case 63023/92

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Eugene Carlo Brown,** First Defendant, and **Milada Denise Brown,** Second Defendant

In pursuance of a judgment granted on 1 December 1992, in the Court of the Magistrate Durban, and under a writ of execution issued thereunder and served on 28 January 1994, the immovable property listed hereunder shall be sold in execution to the highest bidder on Thursday, 17 March 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road entrance, Durban.

Description:

(i) A unit consisting of:

(a) Sectiuon 13 as shown and more fully described on Sectional Plan SS266/90, in the building or buildings known as Algarve situated at Kingsburg of which the floor area, according to the said sectional plan, is 112 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held under Deed of Transfer ST12343/1991.

(ii) An exclusive use area descirbed as 13, measuring 36 square metres, being part of the common property, comprising the land and building or buildings known as Algarve situated in Kingsburgh, Natal, as shown and more fully described on Sectional Plan SS226/90 held under Notarial Deed SK1123/1991, also known as 13 Algarve, 13 Gus Brown Road, Warner Beach, Natal.

The property consists of: Flat: Main en suite, two bedrooms, lounge, openplan kitchen, bathroom, toilet, balcony 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 a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.

2.1 The purchaser shall be liable for payment of interest at the rate of 19,25% (nineteen comma two five per cent) per annum, to the Plaintiff and the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from the date of the sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, durrent rates and other necessary charges to effect transfer upon request by the said attorneys.

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

Dated at Durban on this the 8th day of February 1994.

Meumann & White, Plaintiff's Attorney, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/VDG/008199.)

Case 968/92

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd,** Plaintiff, and **Kenneth Lindani Kunene,** Defendant

In pursuance of a judgment granted on 26 January 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 22 March 1994 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit H3696, situated in the Township of Esikhawini, District Ongoye, in extent 348 (three hundred and forty-eight) square metres.

1. (b) *Street address:* H3696 Esikhawini.

1. (c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling, comprising bedroom, kitchen and bathroom. The property is fully electrified and on main sewerage.

1. (d) *Zoning/special privileges or execeptions* No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 3rd day of February 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K600/175 (175/92).]

Case 19381/92

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited) (Reg. No. 51/00009/06), Plaintiff, and **Sikhumbuzo Donald Mbonambi,** Defendant

In pursuance of a judgment granted on 20 May 1992, in the Court of the Magistrate, Durban, and under a writ of execution issued thereunder, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 March 1994 at 10:00, at the Flagpole at the Magistrate's Court, Umbumbulu:

Description: Ownership Unit 1111A in the Township of kwaMakhutha, District of Umbumbulu, measuring (430) four hundred and thirty square metres.

Postal address: 1111A, kwaMakhutha.

The property consists of: Two bedrooms, bathroom, kitchen, dining-room, structure consists of plastered brick and block with asbestos roof. Although nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2.1 The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per cent) per annum to the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from the date of the sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

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

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

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/1h/002519.)

Case 33455/92

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited) (Reg. No. 51/00009/06), Plaintiff, and **Registone Roy Mbongwe,** Defendant

In pursuance of a judgment granted on 12 November 1992, in the Court of the Magistrate Durban, and under a warrant issued thereunder the inmovable property listed hereunder shall be sold in execution to the highest bidder on 18 March 1994 at 10:00, at the Main East entrance to the Magistrate's Court, Umbumbulu:

Description: Subdivision 10 of the farm Lot 2, Amanzimtoti Mission Reserve 3385, Administrative District of Natal, in extent three hundred and fifty (350) square metres to be executable.

Postal address: Subdivision 10 of the farm Lot 2, Amanzimtoti Mission Reserve 3385.

The property consists of: A plot of land with a vandalised and burnt down shop upon it.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.

2.1 The purchaser shall be liable for payment of interest at the rate of 21% (twenty-one per cent) per annum to the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from the date of the sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

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

Dated at Durban on this the 8th day of February 1994.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/M/010310.)

Saak 1589/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Natalse Provinsiale Afdeling)

In die saak tussen **Natalse Landboukoöperasie Beperk,** Eiser, en **Roland Eric de la Harpe,** Eerste Verweerder, en **Dr. Maxwell James Orissa Taylor,** Tweede Verweerder

Ingevolge 'n uitspraak in die Hooggeregshof van Suid-Afrika (Natalse Provinsiale Afdeling), Pietermaritzburg, en lasbrief tot eksekusie gedateer 21 September 1993, sal die Tweede Verweerder se reg, titel en belang soos hieronder uiteengesit, verkoop word deur die Balju, Richmond, Natal, aan die hoogste bieër per publieke veiling op 9 Maart 1994 om 10:00, by die Balju se Kantoor, Cranford Plaas, Richmond, Natal, naamlik:

Tweede Verweerder se reg, titel en belang in en op sy eis teen Bridge Wholesaler (Edms.) Beperk.

Gedateer te Pietermaritzburg hierdie 14de dag van Februarie 1994.

Geyser, Liebetrau, Du Toit en Louw, Loopstraat 380, Pietermaritzburg. (Verw. N.1233A.)

Case 744/93

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Babo Emmanuel Mntungwa,** Defendant

In pursuance of a judgment granted on 2 July 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 B1443, situated in the Township of Sundumbili, District of Inkanyezi, in extent 420 (four hundred and twenty) square metres.

1. (b) *Street address:* Unit B1443, Sundumbili.

1. (c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of bedroom, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

1. (d) *Zoning/special privileges or execeptions:* No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Buildings, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 31st day of January 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

Case 38610/93

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

In the matter between **Nedcor Bank Limited,** formerly Nedperm Bank Limited (Reg. No. 51/00009/06), Plaintiff, and **Doris Sheila Liggins,** First Defendant, and **Barry William Liggins,** Second Defendant

In pursuance of a judgment granted on 6 August 1993, in the Court of the Magistrate Durban and under a warrant issued thereunder, the immovable property listed hereunder shall be sold in execution to the highest bidder on 17 March 1994 at 10:00, at the Somtseu Road Entrance to the Magistrate's Court, Durban:

Description:

A unit consisting of—

(a) Section 28 as shown and more fully described on Sectional Plan 228/1982 in the building or buildings known as Rusoord, situated at Amanzimtoti of which the floor area, according to the said sectional plan, is 61 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST1829/93.

Postal address: Flat 208, Rusoord, Beach Road, Amanzimtoti.

The property consists of flat with cement roof, brick walls, bedroom, toilet, bathroom, lounge—cement, dining-room and kitchen—fitted cupboards.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shal pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.

2.1 The purchaser shall be liable for payment of interest at the rate of 18% (eighteen per cent) per annum, to the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

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

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

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms H. Meumann/m/014803.)

Case 3111/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **The Body Corporate of Dumela Holiday Flats,** Execution Creditor, and **M. Swanepoel,** Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone dated 29 October 1993, the following immovable properties will be sold in execution on 18 March 1994 at 10:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

One fiftieth share in Sections 13, 23 and 25, respectively as shown and more fully described on Sectional Plan SS52/1978, in the scheme known as Dumela Holiday Flats in respect of the land and building or buildings situated at Margate, of which section the floor area according to the said sectional plan is seventy-four (74) square metres, eighty-four (84) square metres and eighty-four (84) square metres in extent respectively.

The following information is furnished regarding the properties, but is not guaranteed.

The properties are situated at Units 13, 23 and 25, Dumela Holiday Flats, Margate.

Upon the property is:

Section 13: Flat consisting of lounge cum dining-room, balcony, two bedrooms, kitchen, bathroom and under cover parking.

Section 23: Flat consisting of lounge cum dining-room, balcony, kitchen, main-en-suite (shower, toilet and washbasin), bathroom, bedroom and under cover parking.

Section 25: Flat consisting of lounge cum dining-room, balcony, kitchen, main-en-suite (shower, toilet and washbasin), bathroom, bedroom and under cover parking.

Material conditions of sale: The purchaser shall pay twenty per centum (20%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 7th day of February 1994.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre; P.O. Box 156, Margate and/or 50 Bisset Street, Port Shepstone.

Case 7405/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Kenneth Sathananda Pillay,** First Defendant, and **Panjaruthnam Pillay,** Second Defendant

In pursuance of a judgment granted on 23 March 1993, 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 18 March 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 531, Avoca Hills, situated in the City of Durban, Administrative District of Natal, in extent 616 square metres.

Postal address: 129 Courtown Crescent, Avoca Hills.

Improvements: Dwelling consisting of brick and tile, lounge and dining-room, kitchen, bathroom, w/b, toilet and three bedrooms. Outside: W/b and shed (the nature, extent, condition and existence of the imprvements are not guaranteed and are sold voetstoots).

Town-planning 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 (fourteen) days after the sale to be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for payment of interest at the rate as set from time to time by Natal Building Society and Santambank Limited (now ABSA) 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, Inanda, Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban on this the 8th day of February 1994.

Du Toit, Havemann & Krog, Ground Floor, Stafmayer House, 26 Beach Grove, Durban. (Ref. 08/B248/425.)

Case 26356/93

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd,** Plaintiff, and **Thembinkosi Jeffrey Ntshele,** Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 23 November 1993, the writ of execution dated 23 November 1993, the immovable property listed hereunder will be sold in execution on Friday, 18 March 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 798, Unit 18, Edendale, Pietermaritzburg, in extent 480 square metres and held by Deed of Grant 4015.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and of the title deed in so far as there are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 20,25% (twenty comma two five per cent) per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. K1L/560/gd.)

Case 11746/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Thembinkosi Michack Mqadi,** Excution Debtor

In pursuance of a judgment granted on 13 December 1993, in the Magistrate's Court for the District of Inanda, Area 1, held at Verulam, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 18 March 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Ownership Unit C834, in the Township of Ntuzuma, District of Ntuzuma, in extent 402 (four hundred and two) square metres, represented and described on General Plan PB72/1983 held under Deed of Grant G713/87.

Street address: Unit C834, Ntuzuma.

Improvements: A brick under tile dwelling consisting of three bedrooms, lounge, kitchen, toilet with bathroom, water and light facilities.

Zoning: Special residential (nothing guaranteed).

The sale shall be for rands and no bids of less than R100 (one hundred rand) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within 14 (fourteen) days after the sale.

2. The purchaser shall be liable for interest at the rate of 16% (sixteen per cent) per annum to the bondholder, Nedcor Bank Limited (formerly named 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, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam. [Tel. (0322) 33-1037.]

Dated at Durban this 9th 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. Mr Pentecost.)

Case 12440/90

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

In the matter between **NBS Bank Limited,** Execution Creditor, and **Eric Jasper Reginald Vurden,** Execution Debtor

In pursuance of a judgment granted on 5 December 1991 in the Magistrate's Court for the District of Pinetown, held at Pinetown and a writ of execution issued thereunder, the immovable property of the Execution Debtor listed hereunder will be sold in execution on Friday, 18 March 1994 at 10:00, at the front entrance of the Magistrate's Court Building, 22 Chancery Lane, Pinetown:

Description: Lot 3721, Reservoir Hills Extension 15, situated in the City of Durban, Administrative District of Natal, in extent 971 (nine hundred and seventy-one) square metres.

Street address: 6 Karley Close, Reservoir Hills.

Improvements: Brick under tile dwelling, consisting of master bedroom en suite, two bedrooms, lounge, dining-room, kitchen, bathroom and toilet.

Granny flat, comprising bedroom, lounge, kitchen, bathroom and toilet.

Zoning: Special residential (nothing is guaranteed in these respects).

The sale shall be for rands and no bids of less than R100 (one hundred rand) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price, together with commission and Value-Added Tax, due to the Sheriff in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within 21 (twenty-one) days after the sale.

2. The purchaser shall be liable for interest at the rate of 15,25% (fifteen comma two five per centum) per annum, to a preferent creditor from date of sale to date of transfer, both days inclusive and interest to the Plaintiff at the rate of 18,5% (eighteen comma five per centum) per annum from date of sale to date of transfer.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

Dated at Durban this 4th 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. KN/mp/11 N166 002.)

Case 9671/93

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

In the matter between **First National Bank of Southern Africa Limited,** Registered Bank (05/01225/06), trading as Wesbank, a division of First National Bank, Plaintiff, and **Mervyn Ernest King,** Defendant

In pursuance of a judgement of the Court of the Magistrate of Pietermaritzburg dated 10 June 1993, the following property will be sold in execution on 18 March 1994 at 11:00, at the Sheriff's Sales Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 346 (of 301) of Lot 1692, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 466 (four hundred and sixty-six) square metres and held under Title T11885/87.

The postal address of the property is 143 Adelaar Road, Eastwood, Pietermaritzburg.

Improvements on the property consist of the construction of a residential dwelling thereon.

Nothing is guaranteed in these respects.

1. The property shall be sold to the highest bidder and subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and the Title Deeds, in so far as these are applicable.

2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash together with the selling commission immediately after the sale and the balance shall be paid or secured by a satisfactory bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court within 10 (ten) days of the date of sale.

3. Transfer shall be effected by the Plaintiff's conveyancers and the purchaser shall pay all transfer dues, including transfer duty, current and arrear rates, taxes and other charges necessary to effect transfer upon request by the said conveyancers.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 10th day of February 1994.

Brokensha, Meyer & Partners, Plaintiff's Attorneys, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg. (Ref. LRM/lv/F.9.)

Case 3556/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **The Standard Bank of South Africa Ltd,** Plaintiff, and **Maxwell Mkaliphi Mata,** 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 18 March 1994 at 11:00, at the Sheriff's Sales Room, 5 Bishop Street (behind the Masonic Lodge), Camperdown, Natal, to the highest bidder for cash:

Lot 224, Cato Ridge Extension 4, situated in the Cato Ridge Health Committee area and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 990 (nine hundred and ninety) square metres, held under Deed of Transfer T32727/91.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 20 Ingegaan Road, Cato Ridge, Natal.

2. The property has been improved by the construction of brick under tile dwelling with entrance-hall, lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

The outbuildings consist of toilet, servants' quarters and garage.

The conditions of sale may be inspected at the offices of the Sheriff, 5 Bishop Street, Camperdown and at the offices of Brokensha, Meyer & Partners, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 26th day of January 1994.

Brokensha, Meyer & Partners, Plaintiff's Attorneys, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg. (Ref. LRM/lv/G.1.)

Case 14004/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Siphiwe Simon Mfeka,** Defendant

In pursuance of judgment granted on 14 January 1994, in the Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 18 March 1994 at 10:00, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: Ownership Unit 1410, in the Township of kwaDabeka-C, District of kwaDabeka, in extent 783 square metres, represented and described on General Plan PB43/1982, held by virtue of Deed of Grant G14224/91, signed at Pietermaritzburg on 6 June 1991.

Physical address: C1410 kwaDabeka.

Improvements: Single storey brick under tile dwelling comprising two bedrooms, bathroom, kitchen and lounge (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay 10% (ten per centum) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate of 16,50% (sixteen comma five nought 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, Pinetown, or at the offices of Strauss Daly Inc.

Dated at Durban on this 14th day of February 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs D. Varty/Z21419/OE.); c/o Shop 21, Umdoni Centre, 28 Crompton Street, Pinetown.

Case 25579/933

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

In the matter between **Nedcor Bank Limited** (Reg. No. 51/00009/06), formerly Nedperm Bank Limited, Plaintiff, and **Vikizitha Prince Ndimande,** Defendant

In pursuance of a judgment granted on 28 July 1993, in the Court of the Magistrate, Durban, and under a warrant issued thereunder the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 March 1994 at 10:00, at the main east entrance to the Magistrate's Court, Umbumbulu:

Description: Ownership Unit 1673, in the Township of kwaMakhutha, District County of Durban, in extent 410 (four hundred and ten) square metres.

Postal address: Ownership Unit 1673, kwaMkahutha.

The property consists of: Plastered brick/block dwelling with asbestos roof, two bedrooms, bathroom, kitchen, dining-room, no lounge, no garage or outbuildings and no fence.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.

2.1 The purchaser shall be liable for payment of interest at the rate of 18% (eighteen per centum) per annum to the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from the date of the sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

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

Dated at Durban on this the 9th day of February 1994.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/m/013381.)

Case 1980/91

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **T. I. Nyathi,** Defendant

In pursuance of a judgment granted on 13 March 1991, in the Magistrate's Court and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 18 March 1994 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Unit D343, in the Township of kwaDabeka, District of Pinetown, in extent of 285 square metres, represented and described on General Plan 328/1984. *Physical address:* Unit D343, kwaDabeka.

Improvements: Single storey, brick under tile dwelling, three bedrooms, bathroom, kitchen and lounge.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per centum) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per centum) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 16th day of February 1994.

Vivian Hugh Clift, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 10730/93

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

In the matter between **First National Bank of Southern Africa Ltd,** Plaintiff, and **Ian Michael Kirkman,** Defendant

In pursuance of a judgment in the Court of the Magistrate, Pinetown, and a writ of execution dated 25 October 1993, the following immovable property will be sold in execution on 18 March 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder, namely:

Section 192, as shown and more fully described on Sectional Plan SS233/1983 in the scheme known as Birches, in respect of the land and building or buildings situate at Borough of Pinetown, Administrative District of Natal, in extent 83 square metres.

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

Address: 55 Sunny Bridges, Paradise Valley, Pinetown.

Improvements: A duplex flat of brick and plaster comprising of lounge, dining-room, kitchen, two bedrooms, dressing room, bathroom, w.c. and balcony plus undercover parking bay. *Floors:* Woodblock, marley tiles and quarry tiles.

Nothing in the above is guaranteed.

The full conditions of sale may be inspected at the office of the Sheriff, 62 Caversham Road, Pinetown.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and rules and the property is sold voetstoots.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the commission plus VAT due to the Sheriff on the day of the sale and the balance against transfer to be secured by a bank or building society guarantee within 21 days of the date of sale.

3. The purchaser shall pay interest to the Execution Creditor at the rate of 19% (nineteen per centum) on the amount awarded to it under the plan of distribution from the date of sale to the date of transfer.

D. G. Gifford, Plaintiff's Attorneys, Shop 5, 8 Old Main Road, Hillcrest. (Ref. F1400.)

Case 30943/93
PH 132

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

In the matter between **NBS Bank Limited,** Execution Creditor, and **Gordon Evans Stone,** First Execution Debtor, and **Kathleen Dolores Stone,** Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 20 September 1993, the immovable property listed hereunder will be sold in execution on 17 March 1994 at 10:00, at the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: Subdivision 761 (a subdivision of 9) of the farm Mobeni 13538, situate in the City of Durban, Administrative District of Natal, in extent six hundred and ninety-nine (699) square metres. The immovable property is situate at 47 Lewis Place, Montclair, Durban. *Zoning:* Special/residential.

Improvements: Single storey house with tiled roof and cement walls consisting of four bedrooms (main bedroom with air-conditioning), two toilets, bathroom with toilet, basin and shower, carpeted lounge, dining-room, kitchen, servants' quarters with shower, fully fenced wire fencing. NB! Nothing is guaranteed.

Municipal electricity and water supply, Local Authority.

Possession: Vacant possession is not guaranteed, premises are occupied at present.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash, immediately on the property being knocked down to the purchaser; the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban South, 40 St George's Street, Durban. [Tel. (031) 301-0091.] (Ref. Mr Govender.)

Dated at Durban this 11th day of February 1994.

D. Swanepoel, for Chapman Dyer Miles & Moorhead, for Execution Creditor's Attorney, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N3032/93/N17.)

Case 11288/93

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

In the matter between **Am International (Pty) Ltd,** Judgment Creditor, and **Kwik Kopy,** Judgment Debtor

Kindly take notice that a sale in execution of the undermentioned goods will be held on 17 March 1994 at 10:00, at 62 Caversham Road, Pinetown, consisting of Goods:

Two AB Dick presses, to the highest bidder.

Dated at Durban this 11th day of February 1994.

Strauss Daly, Execution Creditor's Attorneys, 11th Floor, 22 Gardiner Street, Durban, Postal address: P.O. Box 4974, Durban, 4000. (Docex 27.) [Tel. (031) 304-3433.]

Case 5894/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter beween **Perm (a Division of Nedcor Bank Ltd),** Plaintiff, and **G. G. S. Janse van Rensburg,** Defendant

In pursuance of a judgment granted on 26 November 1993, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 16 March 1994 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description:* Lot 1270, Empangeni, Extension 18, situated in the Borough of Empangeni, County of Zululand, Province of Natal, in extent measuring one thousand one hundred and forty-nine (1 149) square metres.

1. (b) *Street address:* 40 Wildebees Street, Empangeni.

1. (c) *Improvements (not warranted to be correct):* Single storey brick under tile dwelling consisting of three bedrooms, two bathrooms, dining-room, kitchen, lounge, swimming-pool, servants' quarters and a double garage.

1. (d) *Zoning/special privileges or exemptions:* Special residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Old Sugar Mill, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 14th day of February 1994.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/dw/09/N2823/93.)

Case 97/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **First National Western Bank Limited,** Execution Creditor, and **Daniel Phipson Treadwell Sass,** Execution Debtor

In pursuance of a judgment granted on 14 February 1992 in the Magistrate's Court, Umzinto, and under a writ of execution issued thereafter dated 27 March 1992, the immovable property listed hereunder will be sold in execution on 18 March 1994 at 10:00, at the main entrance to the Magistrate's Court, Scott Street, Scottburgh, with a reserve price of R62 179,00 to the highest bidder:

Description: A certain piece of land being: Lot 74, Ifafa, situated in the Development Area of Ifafa and in the Southern Natal, Joint Services Board Area, Administrative District of Natal, in extent 1 931 square metres.

The property is held under Title T1627/1987, postal address Lot 74, Ifafa Beach, Natal.

Improvements: Brick and plaster under thatched roof complex consisting of kitchen, two bedrooms, study, large lounge, bathroom with toilet. *Outbuildings:* Two single garages, front verandah with sea views.

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 (other than the Execution Creditor) 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 approved by the Execution Creditor's attorneys to be furnished to the Sheriff, Scottburgh, within 14 days after the date of sale.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, 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 said attorneys.

4. The purchaser shall be liable to pay interest on any preferent creditor's claim calculated from the date of sale to date of transfer.

The full conditions may be inspected at the offices of the Sheriff, Magistrate's Court, Scott Street, Scottburgh, or at the offices C. J. Moggridge, Scottburgh, or at the offices of Legator McKenna Inc.

Dated at Durban this 15th day of February 1994.

C. J. Moggdrige, Execution Creditor's Attorneys, First Floor, Suite 2 and 3, Surfer's Paradise Building, 145 Scott Street, Scottburgh. (Ref. Mr Murugan.) *Instructed by:* Legator, McKenna Inc., 21st Floor, Eagle Building, 357 West Street, Durban. (Ref. Mr McKenna/cl/K.362.)

Case 30995/93

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

In the matter between **ABSA Bank Ltd,** trading as Allied Bank, Execution Creditor, and **Thakor Kalan Karshan,** Execution Debtor

In pursuance of a judgment granted on 13 January 1994, 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: Subdivision 5 of Lot 106, Raisethorpe, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 512 (five hundred and twelve) square metres.

Postal address: 24 Gogas Road, Raisethorpe, Pietermaritzburg.

The property consists of land improved by the erection of a dwelling-house built of brick under tile roof comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms, toilet and patio. Outbuildings include a garage, store-room and a toilet.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per 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 15,25% (fifteen 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 14th day of February 1994.

G. J. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case 5730/91

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

In the matter between **Airomatic (Pty) Ltd,** Execution Creditor, and **J. Govender,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 27 August 1991, and a warrant of execution issued on 13 October 1991, the following immovable property will be sold in execution on 25 March 1994 at 10:00, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: Remainder of Lot 1905, Reservoir Hills Extension 5, situated in the City of Durban, Administrative District of Natal, in extent 1 075 (one thousand and seventy-five) square metres.

Postal address: 150 Reddick Avenue, Reservoir Hills.

Improvements: Brick under tile, lounge/dining-room, kitchen, two rooms, master bedroom with en suite, toilet and bath-room. Basement: Lounge, kitchen, room, toilet/bath and single garage.

Town-planning zoning: City Treasurer, Durban.

Nothing is guaranteed in the above respect.

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser (excluding the Judgment Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the conditions of sale, is payable against transfer, to be secured in the interim by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

3. Transfer will be effected by the Execution Creditor's attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in clause 5 of the conditions of sale which conditions may be inspected at the offices of the Sheriff of Pinetown and the said attorneys.

Dated at Pinetown.

Halse, Havemann & Lloyd, Attorneys for Execution Creditor, Suite 1, Media House, 47 Kings Road, Pinetown. (Ref. W. H. Booysen/RN/52/B791/001.)

Case 4359/93

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 **Dewnunen Dawpersad,** First Defendant, and **Pramela Dawpersad,** Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), dated 27 July 1993, and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution by the Sheriff for the Supreme Court, Verulam, on 11 March 1994 at 10:00, on the steps of the Magistrate's Court, Moss Street, Verulam, without reserve:

Property description: Lot 929, Rydalvale, situated in the City of Durban, Administrative District of Natal, in extent 321 square metres, held under Deed of Transfer T75/88, subject to the conditions therein contained.

Physical address of property: 51 Princevale Place, Rydalvale, Phoenix.

Zoning of property: Special Residential.

Improvements of property (but nothing is guaranteed in respect thereof): A semi-detached block under asbestos house with hot and cold water consisting of three bedrooms, kitchen, toilet, bathroom and lounge.

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 in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Verulam, within 14 (fourteen) days after the date of the sale.

3. Payment of Value-Added Tax which may be applicable in terms of Act No. 89 of 1991, shall be borne by the purchaser.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. Transfer will be effected by the attorneys for the Execution Creditor 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 on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, Verulam, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 4th day of February 1994.

Woodhead Bigby & Irving, Attorneys for Plaintiff, 650 Mansion House, 12 Field Street, Durban. (Tel. 304-4706.) (Ref. PGR/pvdm/06.F908.A3.)

ORANJE-VRYSTAAT
ORANGE FREE STATE

Saak 36/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDEFORT GEHOU TE VREDEFORT

In die saak tussen **Vredefort Munisipaliteit,** Eksekusieskuldeiser, en **mnr. R. Beetge,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis deur bogemelde Agbare Hof op 24 Mei 1993, in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, die Balju Vredefort, op Vredefort Landdroskantoor, op 16 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 Balju:

Sekere: Erf 545, die voorstad Vredefort, Registrasieafdeling Vredefort, groot 1 155 vierkante meter, ook bekend as hoek van Eerste Laan en Davelstraat, Vredefort, 9595.

Na bewering is die eiendom goed maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 3% (drie persent) (minimum R10) in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die 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 18,50% (agtien komma vyf nul persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, geen in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Parys op hierdie 8ste dag van Februarie 1994.

De Villiers & Joynt, Prokureur vir Eksekusieskuldeiser, Dolfstraat 63, Parys. Posbus 43, Parys, 9585. [Tel. (0568) 2181.]

Saak 4122/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SALSOLBURG

In die saak tussen **ABSA Bank,** Eksekusieskuldeiser, en **Johan van Greunen,** Eksekusieskuldenaar

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 22 November 1993, sal die ondervermelde eiendom verkoop word deur die Balju, Landdroshof Sasolburg, op versoek van die Eksekusieskuldeiser op Vrydag, 11 Maart 1994 om 11:30, te die perseel, Lukas Meijerstraat 25, Sasolburg, plaasvind:

Erf 1635, geleë in die residensiële gebied van Sasolburg.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder uitgevaardig, die voorwaardes bevat in die titelakte, en sal verkoop word aan die hoogste bieder sonder reserwe.

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

3. Die Eksekusieskuldeiser sal goedgunstige oorweging skenk aan die toestaan van 'n lening tot op 90% van die koopprys van die eiendom aan die goedgekeurde koper en reëlings kan met die Eksekusieskuldeiser getref word voor datum van die verkoping.

4. Die straatadres van die eiendom is Lukas Meijerstraat 25, Sasolburg.

5. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju, Landdroshof Sasolburg, asook die kantore van A. V. Theron & Swanepoel, N. J. van der Merwesingel 13, Sasolburg, gedurende kantoorure, en sal ook uitgelees word voor die eiendom opgeveil word.

Geteken te Sasolburg op hierdie die 2de dag van Februarie 1994.

A. V. Theron, vir A. V. Theron & Swanepoel, Posbus 471, Sasolburg.

Saak 896/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Berlesell Edms. Bpk.,** Eiser, en **Pem Building Contractors Edms. Bpk.,** Eerste Verweerder, en **Paieka Ephraim Makakio,** Tweede Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 1 April 1993, en lasbrief van eksekusie gedateer 29 Oktober 1993, sal die volgende eiendom in eksekusie verkoop word op 11 Maart 1994 om 12:00, te Landdroskantoor, Witsieshoek, te wete:

Sekere: Erf 8923, geleë te Phuthaditjhaba "A", distrik Witsieshoek, groot onbekend, gehou kragtens 71/83/212 met Verbande M06/08/1987, M04/07/1988 en M799/1990, ten gunste van QwaQwa Development Corporation.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Hooggeregshof te Southeystraat 29A, Harrissmith, en of by die Eksekusieskuldeiser se prokureur, p.a. Honey & Vennote, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 4de dag van Februarie 1994.

J. J. van Zyl, vir Honey en Vennote, Prokureur vir Eiser, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein.

Case 13749/93

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

In the matter between **Eastern Province Building Society,** Plaintiff, and **Lephetesane Gilbert Kgalane,** First Defendant and **Justina Nthabiseng Kgalane,** Second Defendant

In pursuance of a judgment in the Court of Welkom, and warrant of execution, dated 4 January 1994, the following property will be sold in execution on 25 March 1994 at 11:00, in front of the Magistrate's Court, Tulbach Street, Welkom, to the highest bidder:

Certain Erf 23815, situated in the Township of Thabong, District of Welkom, measuring 260 (two hundred and sixty) square metres.

Conditions of sale:

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

2. The property has been developed and consists of a dwelling.

3. *Terms:* 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance plus interest thereon as from date of sale to date of registration of transfer at the rate of 15,95% (fifteen comma nine five per centum) per annum, payable against registration of transfer to be secured by a bank or building society guarantee to be furnished within 14 (fourteen) days from the date of sale.

4. *Conditions:* The full conditions of sale which will be read by the Messenger of the Court, Welkom, immediately prior to the sale, may be inspected at his offices at 126 Constantia Road, Welkom.

Date: 4 February 1994.

A. J. de la Rey, c/o Jac S. Kloppers & De la Rey, Attorneys for Plaintiff, Ground Floor, Nedway House, 313 Stateway; P.O. Box 1598, Welkom. [Tel. (057) 352-8881.]

Saak 291/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDE GEHOU TE VREDE

In die saak tussen **Eerste Nasionale Bank van Suid-Afrika Beperk,** Eiser, en **C. I. Janse van Rensburg,** Verweerder

Ingevolge uitspraak in die Hof van die Landdros van Vrede, en heruitreiking van lasbrief tot geregtelike verkoping gedateer 12 Oktober 1993, sal die ondervermelde eiendomme op Vrydag 11 Maart 1994 om 10:00, te die hoofingang van die Landdroshof te Vrede, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 111, groot 1 487 vierkante meter, Brandstraat 43, Erf 112, groot 1 487 vierkante meter, Brandstraat 41, Erf 110, groot 1 487 vierkante meter, Brandstraat 45, en Erf 8, groot 1 487 vierkante meter, Niekerkstraat 2, geleë in die dorp en distrik Vrede.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju vir die Landdroshof onmiddellik voor die verkoping uitgelees word, lê ter insae by die kantoor van die Balju vir die Landdroshof of te Pretorius, Bosman & Du Randt, Kerkstraat 56A, Vrede.

Pretorius, Bosman & Du Randt, Kerkstraat 56A, Posbus 160, Vrede, 2455.

Saak 10339/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Eerste Nasionale Bank Beperk,** Eksekusieskuldeiser, en **M. Shai,** Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 6 Oktober 1993, in die Landdroshof te Welkom, sal die volgende eiendom verkoop word op Vrydag, 25 Maart 1994 om 11:00, te die Tulbach-ingang, Landdroskantore, Heerenstraat, Welkom:

Sekere Erf 1292, Riebeeckstad, Lynettestraat 38, Riebeeckstad, groot 1 983 (eenduisend negehonderd drie-en-tagtig) vierkante meter, geleë te die dorpsgebied Riebeeckstad, distrik Welkom, gehou kragtens Akte van Transport T1621/93 geregistreer op 8 Februarie 1993 en onderhewig aan sekere serwitute.

Verbeterings: Woonhuis met gewone buitegeboue, drie slaapkamers, kombuis, twee badkamers, opwaskamer, sitkamer, eetkamer, studeerkamer, televisiekamer en studeerkamer op boonste verdieping.

Buitegeboue: Bediendekamer, drie motorhuise, rondawel en besproeiingstelsel.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae verkoop word aan die hoogste bieër, 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 en die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,25% (vyftien komma twee vyf persent) per jaar vanaf 25 Maart 1994 tot datum van registrasie van transport sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Welkom op hede die 10de dag van Februarie 1994.

M. J. Rossouw, vir Rossouw & Vennote, Prokureur vir Eiser, Derde Verdieping, Unitedgebou, Rykstraat; Posbus 455, Welkom, 9460.

Saak 4350/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **Saambou Bank,** Eiser, en **Johannes Jacobus Alwyn Lucas,** Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Sasolburg, gedateer 8 Desember 1993, en 'n lasbrief tot eksekusie gedateer 3 Desember 1993, sal die volgende eiendom met verbeterings daarop, in eksekusie verkoop word op Vrydag, 25 Maart 1994 om 10:00, by die Landdroskantoor, Sasolburg:

Sekere Erf 12882, geleë in die dorp Sasolburg (Uitbreiding 19), distrik Parys, groot 803 (agthonderd-en-drie) vierkante meter.

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

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

Aldus geteken te Sasolburg op hierdie 15de dag van Februarie 1994.

J. P. S. de Beer, vir De Beer & Claassen, Posbus 77, Sasolburg, 9570. (Verw. Jan de Beer/cs/G6217.)

OPENBARE VEILINGS, VERKOPE EN TENDERS
PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

CAHI AUCTIONEERS APPRAISERS AND STOCK LIQUIDATORS

INSOLVENT ESTATE AUCTION: PALATIAL 450 SQUARE METRES, DOUBLE STOREY HOME, THERESA PARK, PRETORIA

Duly instructed by the Trustee in the insolvent estate **E. L. Ambu, Master's Reference T2988/86,** we will sell:

Saturday, 26 February 1994 at 11:00 on site 23 Nyala Street, Theresa Park Extension 2.

Magnificent double storey four bedroom house, main en suite plus guest room en suite, ballroom style, entrance-hall with main lounge with sliding door onto garden, study, snooker room upstairs and family room onto enclosed patio.

Must be seen. View by appointment only.

Terms: 20% (twenty per cent), deposit on the fall of the hammer (cash or bank-guaranteed cheques only), balance within 30 days after confirmation.

For further info contact Greg or Ronel of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax (012) 324-2215.]

CAHI AUCTIONEERS APPRAISERS AND STOCK LIQUIDATORS

INSOLVENT ESTATE AUCTION: THREE BEDROOM HOME, SANNIESHOF

Duly instructed by the Trustee in the insolvent estate **P. J.** and **C. J. du Plessis, Master's Reference T1231/93,** we will sell:

Monday, 28 February 1994 at 11:00, on site, Stand 80, Roosville, measuring 1 972 square metres, also known as 2 Tina Street, Sannieshof.

Comprising three bedroom home, main en suite—second full bathroom, lounge, dining-room, kitchen and double garage.

View by appointment.

Terms: 20% (twenty per cent), deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation.

For further info contact Greg or Ronel of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax (012) 324-2215.]

PUBLIC AUCTION

SPLIT LEVEL HOME—FLORIDA HILLS

Duly instructed by the Trustee in the matter of insolvent estate **F. J. Reyneke, Master's Reference T3418/93,** we will sell by public auction to the highest bidder and without reserve subject to a seven day confirmation period on Tuesday, 1 March 1994 at 10:30, sharp at 34 Cotswold Street, Florida Hills, Roodepoort.

Being Erf 121, Florida Hills, Roodepoort, measuring 1 487 square metres, consisting of a brick and mortar split level construction under slate roof, comprising of an entrance-hall, lounge, dining-room, study, family room with French doors leading onto a large patio, four bedrooms with bic's and three bathrooms, main en suite. Double lockable garage and store-room. Maid's room with bathroom. Burglar bars on all windows and access doors are secured with Trelli expanding doors, security wall on three sides. Well established garden.

Viewing: Monday, 28 February 1994 from 10:00 to 16:00.

Terms: 15% (fifteen per cent), deposit on the fall of the hammer in cash or bank-guaranteed cheque and the balance in cash or suitable guarantees within 30 days of confirmation of sale. Subject to 7 days confirmation.

Directions: Ondekkers Road left/right into William Nicol North, immediately right into service road, left onto Pindus, right into Cotswold.

For further particulars please contact the auctioneer, Brian Bolton at (011) 782-6739 or 888-6071.

VAN'S AFSLAERS

VEILING CULEMBORGPARK-WONING

In opdrag van die Kurator, van insolvensie boedel **P. J. J. Venter, T2306/93,** verkoop Van's Afslaers ondervermelde eiendom per openbare veiling, sonder reserwe, onderhewig aan bekragtiging:

Woensdag, 2 Maart 1994 om 11:00, te Constantiastraat 25, Culemborgpark, Randfontein.

Groot: 1 000 m^2.

Verbeterings: Woning met drie slaap-, sit-, eet-, en twee badkamers, kombuis, stoep en motorhuis.

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.

UBIQUE AFSLAERS

In opdrag van die Beredderaar aangestel in terme van die Wet op Landboukrediet in boedel **C. F. Lemmer** en **Schilpadverdriet Boerdery (Edms.) Beperk,** sal ons die bates verkoop te die plaas Vergenoeg, Barberspan, op 4 Maart 1994 om 10:00:

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

ERPO AFSLAERS

INSOLVENTE BOEDELVEILING

Namens die voorlopige Kurator in die insolvente boedel **C. J. J. Viljoen, T4031/93,** verkoop ons die onderstaande vaste eiendom per openbare veiling te Oosstraat 21, Oos-Einde, Rustenburg.

Woensdag, 2 Maart 1994 om 10:00.

Beskrywing: Erf 605, RG Rustenburg.

Groot: 1 427 vierkante meter.

Verbeterings: Drie slaapkamerwoonhuis.

Terme: 20% (twintig persent), deposito met toeslaan van bod. Waarborg binne 30 dae.

Bekragtiging: Binne 7 (sewe) dae.

Navrae: Erpo Afslaers, Steenstraat 27, Rustenburg. [Tel. (0142) 97-2532/3.]

CAHI AUCTIONEERS APPRAISERS AND STOCK LIQUIDATORS

INSOLVENT ESTATE AUCTION

Executive style four bedroom home with adjoining self contained flat, Waterkloof Ridge Extension 2, Pretoria.

Duly instructed by the Trustee in the insolvent estate **C. Cavanagh, Master's Reference T3449/93,** we will sell Friday, 18 March 1994 at 11:00, on site 410 Polaris Avenue, Waterkloof Ridge Extension 2, Pretoria.

Four bedroom split level home with adjoining bedroom, self contained flatlet, double lock-up garage and double carport, beautiful pool and entertainment area.

Must be seen. View by appointment.

Terms: 20% (twenty per cent), deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation.

For further infor contact Greg or Ronel of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax (012) 324-2215.]

CAHI AUCTIONEERS APPRAISERS AND STOCK LIQUIDATORS

INSOLVENT ESTATE AUCTION

Four bedroom clinker brick home, pool, snooker room, etc., Birchleigh Extension 5.

Duly instructed by the Trustee in the insolvent estate **J. H. le Roux, Master's Reference T3551/92,** we will sell Wednesday, 9 March 1994 at 11:00, on site, 6 Christo Avenue, Birchleigh Extension 5.

Stand 1565, measuring 1 086 square metres, spacious four bedroom home, main en suite, ultra modern open plan kitchen onto dining-room, TV room, lounge pool, main lounge, double lock-up garage, borehole and property is walled.

Must be seen. View by appointment.

Terms: 20% (twenty per cent), deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balans within 30 days after confirmation.

For further info contact Greg or Ronel of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax (012) 324-2215.]

CAHI AUCTIONEERS APPRAISERS AND STOCK LIQUIDATORS

INSOLVENT ESTATE AUCTION, TWO BEDROOM DUPLEX, DASPOORT, PRETORIA

Duly instructed by the Trustee in the insolvent estate **J. A.** and **E. Scheepers, Master's Reference T3071/93,** we will sell, Tuesday, 29 March 1994 at 11:00, on site, 1 Lorandia Flats, 832 Taljaard Street, Daspoort.

Two bedrooms, kitchen, lounge, dining-room, garden and lock-up garage.

View by appointment.

Terms: 20% (twenty per cent), deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation.

For further info contact Greg or Ronel of Cahi Auctioneers of 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax (012) 324-2215.]

INSOLVENTE BOEDELVEILING

Lot 84, Booysens BK, in likwidasie **Meestersverwysing 332/93,**.

Behoorlik gemagtig deur die Kurator in bogenoemde boedel, verkoop ons per openbare veiling, op die perseel, op 25 Januarie 1994 om 11:00, Gedeelte 5, Erf 84, Booysens.

Voorwaardes: 20% (twintig persent), van die verkoopprys in kontant of bankgewaarborgde tjek met toeslaan van die bod. Balans deur verskaffing van waarborge binne dertig dae van bevestiging van verkoping.

Navrae: [Tel. (011) 475-5133.]

TRAKMAN'S AUCTION SALES AND AUCOR AUCTIONEERING GROUP

COMPANY IN LIQUIDATION

Instructed thereto by the Joint Liquidators of **Eitan Tyre Moulds (Pty) Ltd,** (in liquidation) **Master's Reference T1167/93,** we will sell at the site, corner of Jaguar and Rover Streets, Rustivia (Elandsfontein), on Wednesday, 2 March 1994 at 10:30:

Certain Erf 137, Rustivia, in extent 2 072 square metres.

Terms: 20% (twenty per cent), by bank-guaranteed cheque immediately and the balance to be secured by approved bank or building society guarantee within 30 days.

Telephones: Trakman's (011) 614-7135, and Aucor 444-5550.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139.

TRAKMAN'S AUCTION SALES

COMPANY IN LIQUIDATION

Instructed thereto by the Provisional Liquidator of **Ronstancharl Investments (Pty) Ltd,** (in liquidation), trading as **Advance Scrap Metals, Master's Reference T4461/93,** we will sell:

Certain Stand 146, Boltonia, Krugersdorp, at the premises 6 Pulley Street, Boltonia, on Thursday, 3 March 1994 at 10:30, also certain loose assets.

Terms for property: 20% (twenty per cent), deposit immediately on the fall of the hammer and the balance by approved bank or building society guarantee within 30 days. Cash for loose assets.

Telephone: [(011) 614-7135.]

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139.

PROPERTY MART SALES

INSOLVENT ESTATE

Duly instructed by the Trustees of the insolvent estate **C. G. Wesner, Masters Reference T4103/93,** we shall sell:

this immaculate house, 20 Olympus Road, The Hill Extension 1, being Erf 640, and 714 square metres in extent.

This is an exceptionally well renovated home comprising entrance-hall cum, TV room, lounge, dining-room, a lovely new kitchen with Melamine cupboards and floor to ceiling tiles, three bedrooms (main en suite) and second bathroom. Both bathrooms are newly done with floor to ceiling tiles. The carpeting throughout is immaculate and of pure wool. There are two store-rooms, a maid's room and a carport.

Viewing: 26 February between 10:00 and 15:00.

Sales takes place on the spot on Friday, 4 March at 11:00.

Terms: 20% (twenty per cent), at the drop of the hammer in cash or bank cheque. Balance within 30 days from date of confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1063), 244 Louis Botha Avenue, First Floor, Pogir Ginsberg House, Orange Grove, P.O. Box 46058, Orange Grove, 2119. [Tel. (011) 728-1283.] [Fax (011) 728-5215.] After hours: A. W. Hartard (011) 462-3731.

PHIL MINNAAR BK

INSOLVENTE BOEDELVEILING VAN NETJIESE WONING MET 'N SWEMBAD IN WESTELIKE VOORSTAD VAN PRETORIA, DANVILLE

In opdrag van die Kurator in die insolvente boedel **J. en M. J. Coetzee, Meestersverwysing T4220/93,** verkoop ons die ondervermelde eiendom per openbare veiling op Maandag, 7 Maart 1994 om 11:00.

Plek van veiling: Barrystraat 93, Danville.

Beskrywing van eiendom: Erf 2450, ook bekend as Barrystraat 93, Danville, Registrasieafdeling JR, Transvaal.

Groot: 694 m^2.

Verbeterings: Hierdie staan/sinkdak woning bestaan uit drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer, matte, teëls, swembad, grasdak lapa, bediendekamer met toilet, plaveisel, ommuur en toesluit motorhuis.

Terme: 20% (twintig persent), deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 45 dae na bekragtiging.

Besigtiging: Daagliks tussen 08:00 en 17:00.

Navrae: Skakel Martin by (012) 322-8330/1.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: T. A. JURGENS, MASTER'S REFERENCE T193/93

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 33A Fletching Avenue, Essexwold, District of Bedfordview, Transvaal, on Wednesday, 2 March 1994 at 10:30, a four 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 18 Laagte Avenue, Petersfield Extension 1, District of Springs, Transvaal, on Wednesday, 2 March 1994 at 10:30, a four 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: P. PASTER, MASTER'S REFERENCE T3957/93

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at the undermentioned flats, situated in a complex better known as "Imbali" (Stand 1387), Units 601, 610 and 710, corner of Tudhope and Louis Botha Avenues, Berea, District of Johannesburg, Transvaal, on Monday, 28 February 1994 commencing at 10:30, three apartments.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Fax (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: T. J. GROBLER, MASTER'S REFERENCE T5212/92

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 71 Voortrekker Street, Nigel Extension 2, District of Nigel, Transvaal, on Wednesday, 2 March 1994 at 12:00, a four 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: P. PASTER, MASTER'S REFERENCE T3957/93

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 8 Dion Road, Sandown Extension 18, District of Sandton, Transvaal, on Tuesday, 1 March 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.]

M & J VEILINGS BK

PUBLIEKE VEILINGS

Roerende bates: In die insolvente boedels van **J. D. van der Merwe, T3545/92, H. L. Smith, T1476/93, Ulundi Electrical Wholesalers BK, T714/93,** op 2 Maart 1994 om 10:00, te George Storrarrylaan 107, Groenkloof, Pretoria:

SA Hofverslae, Appèlhofverslae, regshandboeke, boekrakke, liaseerkabinette, fotostaatmasjiene, Venter-sleepwa, VW-Mikrobus, TV, videomasjien, rekenaar, oefenfiets en Wheat Eater.

Voorwaardes: Kontant/banktjek op dag van veiling.

Verdere besonderhede: M & J Veilings, Posbus 444, Groenkloof, 0027. [Tel. (012) 346-2457.] [Faks (012) 46-6184.]

INSOLVENTE BOEDELVEILING, SELECTION PARK—SPRINGS

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel van **U. J. P.** en **A. J. Wolmarans, Meestersverwysing T1820/93,** sal ons die volgende eiendom vir verkoping aanbied op die perseel op Donderdag, 3 Maart 1994 om 11:00:

Sekere: Erf 183, Selection Park, Springs, groot 1 147 vierkante meter, ook bekend as Grungweg 6 en 6A Selection Park.

Verbeterings: Skakelhuis, sinkdak en beskik elkeen oor voorstoep, ingangsportaal, sitkamer, eetkamer, gang, twee slaapkamers, badkamer, toilet en kombuis. Agterstoepe is toegebou met glas. Elke eenheid het 'n enkel motorhuis asook bediendekamers met toilette en eiendom is ook omhein met betonmure.

Verkoopvoorwaardes: 20% (twintig persent), deposito van die koopprys in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Balans van die koopprys binne 21 dae na datum van bekragtiging. Verdere verkoopvoorwaardes sal uitgelees word voor die toeslaan van die bod.

Afslaersnota: Die eiendom het restourasie nodig. Ideale koop vir die boukontrakteur. Veiling word sterk aanbeveel.

Besigtiging: Deur afspraak met die afslaers.

Navrae: Giel Bezuidenhout. [Tel. (011) 674-2336.]

INSOLVENTE BOEDELVEILING VAN HUIS MET SWEMBAD, STRUBENVALE, SPRINGS

In opdrag van die Kurator in die insolvente boedel van **L. J. Switala, Meestersverwysing T4284/93,** verkoop ons die ondergenoemde eiendom per openbare veiling by die perseel op Vrydag, 4 Maart 1994 om 11:00:

Sekere: Erf 50, Strubenvale, Springs, ook bekend as Visserstraat 28, Strubenvale, Springs.

Grootte: 1 467 vierkante meter.

Beskrywing: Teëldakwoning met drie slaapkamers, sit-/eetkamer gekombineer, twee badkamers, volvloermatte, teëls, ingeboudekaste, diefwering, veiligheidshekke ens. Betonmure omring die netjiese tuin. Motorhuis en afdakke, bediendekamer en toilet. Swembad asook grasdaklapa.

Verkorte verkoopvoorwaardes: 20% (twintig persent), deposito van die koopprys in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Balans van koopprys verseker te word by wyse van 'n bankierswaarborg binne 21 dae na datum van bekragtiging.

Afslaersnota: Hierdie veiling word sterk aanbeveel. Loopafstand naby geriewe.

Navrae: Giel Bezuidenhout of Marita Wright. [Tel. (011) 674-2336 of 674-2595.]

LIBRA AFSLAERS

INSOLVENTE BOEDELVEILING, WRIGHTPARK, SPRINGS

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel van **J. P.** en **A. C. Snyman, Meestersverwysing T1474/93,** sal ons die volgende eiendom vir verkoping aanbied op die perseel op Donderdag, 3 Maart 1994 om 12:30:

Sekere: Erf 307, Wrightpark, Springs, ook bekend as Ellisrylaan 47, Wrightpark.

Grootte erf: 1 005 vierkante meter.

Verbeterings: Teëldak drie slaapkamerhuis met badkamer, aparte toilet, kombuis, sitkamer, bediendekamer en toilet. Eiendom is omring met betonmure.

Verkoopvoorwaardes: 20% (twintig persent), deposito van die koopprys in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Balans van koopprys binne 21 dae na datum van bekragtiging. Verdere verkoopvoorwaardes sal uitgelees word voor die toeslaan van die bod.

Afslaersnota: Ideale koop vir die beginner.

Besigtiging en navrae: Deur afspraak met die afslaers. Libra Afslaers: Marita Wright of Giel Bezuidenhout [Tel. (011) 674-2336.]

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Koppies, op 18 Maart 1994 om 10:00 voor die Landdroskantoor te Koppies die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Landbouperseel 295 van die plaas ROODEPOORT 124, distrik Koppies

GROOT: 1,7488 hektaar

(2) Landbouperseel 296 van die plaas ROODEPOORT 124, distrik Koppies

GROOT: 3,2570 hektaar

(3) Landbouperseel 297 van die plaas ROODEPOORT 124, distrik Koppies

GROOT: 1,7488 hektaar

(4) Landbouperseel 298 van die plaas ROODEPOORT 124, distrik Koppies

GROOT: 1,7488 hektaar

(5) Landbouperseel 299 van die plaas ROODEPOORT 124, distrik Koppies

GROOT: 1,7488 hektaar

(6) Landbouperseel 300 van die plaas ROODEPOORT 124, distrik Koppies

GROOT: 1,7488 hektaar

(7) Landbouperseel 303 van die plaas ROODEPOORT 124, distrik Koppies

GROOT: 1,8581 hektaar

(8) Landbouperseel 314 van die plaas ROODEPOORT 124, distrik Koppies

GROOT: 1,8581 hektaar

(9) Perseel 309 van die plaas ROODEPOORT 124, distrik Koppies

GROOT: 2,5404 hektaar

(10) Landbouperseel 306 van die plaas ROODEPOORT 124, distrik Koppies

GROOT: 2,6241 hektaar

(11) Landbouperseel 308 van die plaas ROODEPOORT 124, distrik Koppies

GROOT: 1,9645 hektaar

(12) Landbouperseel 310 van die plaas ROODEPOORT 124, distrik Koppies
GROOT: 2,6118 hektaar
(13) Landbouperseel 312 van die plaas ROODEPOORT 124, distrik Koppies
GROOT: 1,6490 hektaar
(14) Landbouperseel 315 van die plaas ROODEPOORT 124, distrik Koppies
GROOT: 2,1418 hektaar
(15) Landbouperseel 316 van die plaas ROODEPOORT 124, distrik Koppies
GROOT: 2,7401 hektaar
(16) Perseel 307 van die plaas ROODEPOORT 124, distrik Koppies
GROOT: 1,7488 hektaar
(17) Perseel 311 van die plaas ROODEPOORT 124, distrik Koppies
GROOT: 1,8418 hektaar
(18) Hoewe 707 van die plaas ROODEPOORT 124, distrik Koppies
GROOT: 32,9189 hektaar
(19) Landboublok 301 van die plaas ROODEPOORT 124, distrik Koppies
GROOT 2,3095 hektaar
(20) Landboublok 302 van die plaas ROODEPOORT 124, distrik Koppies
GROOT: 1,8581 hektaar
(21) Landboublok 304 van die plaas ROODEPOORT 124, distrik Koppies
GROOT: 2,2490 hektaar
(22) Landboublok 305 van die plaas ROODEPOORT 124, distrik Koppies
GROOT: 1,8581 hektaar
Eiendomme (1) tot (22) Blykens Akte van Transport T8749/1977
(23) Plot 706 van die plaas ROODEPOORT 124, distrik Koppies
GROOT: 10,9733 hektaar
Eiendom (23) Blykens Akte van Transport T7329/1982
Eiendomme (1) tot (23) is gekoppel en word as eenheid verkoop
(24) Landboublok 317 van die plaas ROODEPOORT 124, distrik Koppies
GROOT: 2,0671 hektaar
(25) Landboublok 318 van die plaas ROODEPOORT 124, distrik Koppies
GROOT: 1,7446 hektaar
(26) Landboublok 319 van die plaas ROODEPOORT 124, distrik Koppies
GROOT: 1,7686 hektaar
(27) Landboublok 320 van die plaas ROODEPOORT 124, distrik Koppies
GROOT: 1,9036 hektaar
Eiendomme (24) tot (27) Blykens Akte van Transport T1383/1978
(28) Hoewe 703 van die plaas ROODEPOORT 124, distrik Koppies
GROOT: 21,9452 hektaar
(29) Hoewe 702 van die plaas ROODEPOORT 124, distrik Koppies
GROOT: 10,9729 hektaar
Eiendomme (28) en (29) Blykens Akte van Transport T1987/1986
(30) Saaiblok 262 van die plaas ROODEPOORT 124, distrik Koppies
GROOT: 2,8872 hektaar
(31) Boublok 609 van die plaas ROODEPOORT 124, distrik Koppies
GROOT: 1,3652 hektaar
(32) Boublok 615 van die plaas ROODEPOORT 124, distrik Koppies
GROOT: 4,2873 hektaar
(33) Boublok 610 van die plaas ROODEPOORT 124, distrik Koppies
GROOT: 1,7390 hektaar
(34) Boublok 605 van die plaas ROODEPOORT 124, distrik Koppies
GROOT: 2,9057 hektaar
(35) Boublok 616 van die plaas ROODEPOORT 124, distrik Koppies
GROOT: 1,9039 hektaar

(36) Boublok 618 van die plaas ROODEPOORT 124, distrik Koppies

GROOT: 1,3782 hektaar

(37) Hoewe 705 van die plaas ROODEPOORT 124, distrik Koppies

GROOT: 15,5604 hektaar

(38) Hoewe 174 van die plaas ROODEPOORT 124, distrik Koppies

GROOT: 6,3831 hektaar

(39) Hoewe 708 van die plaas ROODEPOORT 124, distrik Koppies

GROOT: 10,9730 hektaar

Eiendomme (30) tot (39) Blykens Akte van Transport T8474/1986

(40) Hoewe 713 van die plaas ROODEPOORT 124, distrik Koppies

GROOT: 10,9720 hektaar

Eiendom (40) Blykens Akte van Transport T13816/1990

(41) Hoewe 709 van die plaas ROODEPOORT 124, distrik Koppies

GROOT: 34,2606 hektaar

Eiendom (41) Blykens Akte van Transport T6167/1986

(42) Die restant van die plaas GOEDE HOOP 39, distrik Koppies

GROOT: 253,5406 hektaar

Eiendom (42) Blykens Akte van Transport T2155/1981

(43) Onderverdeling 1 van die plaas WITTE KOPJE 118, distrik Koppies

GROOT: 139,3152 hektaar

Eiendom (43) Blykens Akte van Transport T4108/1984

(44) Die plaas VERDEELD 156, distrik Koppies

GROOT: 338,0532 hektaar

Eiendom (44) Blykens Akte van Transport T9701/1985

in die naam van **DIRK CORNELIUS DU PLESSIS**

Die titelaktes sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

Eiendomme (1) tot (41): 8km wes van Koppies

Eiendom (42): 20km wes van Koppies

Eiendomme (43) en (44): 23km wes van Koppies

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (41)

2 Woonhuise, 2 oop staalstore, motorhuis en 2 arbeidershuise. Gedeeltelik veekerend omhein en verdeel in kampe. 3 Boorgate, 3 opgaartenks en 2 sementdamme.

Eiendom (42)

Woonhuis, motorhuis, buitekamers, oop staalstoor, skeerstoor en enjinkamer. Geheel veekerend omhein en verdeel in kampe. 2 Boorgate, opgaartenk en 2 smentdamme.

Eiendom (43)

Gedeeltelik veekerend omhein en verdeel in kampe. Boorgat en sinkdam.

Eiendom (44)

Woonhuis, motorhuis, motorafdak, buitekamers, 2 staalstore, voerafdak en 6 afdakke. Gedeeltelik veekerend omhein en verdeel in kampe. 3 Boorgate, 2 asbestenks, 3 sementdamme, sinkdam, Rhenosterrivier.

Ressorteer onder die Renosterrivier Staatswaterskema en 1,72 hektaar van eiendom (3), 1,72 hektaar van eiendom (4), 1,72 hektaar van eiendom (5), 1,56 hektaar van eiendom (6), 1,63 hektaar van eiendom (7), 1,85 hektaar van eiendom (8), 2,54 hektaar van eiendom (9), 2,62 hektaar van eiendom (10), 1,96 hektaar van eiendom (11), 2,61 hektaar van eiendom (12), 1,40 hektaar van eiendom (13), 2,14 hektaar van eiendom (14), 2,74 hektaar van eiendom (15), 1,74 hektaar van eiendom (16), 1,84 hektaar van eiendom (17), 12,90 hektaar van eiendom (18), 2,30 hektaar van eiendom (19), 1,85 hektaar van eiendom (20), 2,24 hektaar van eiendom (21), 1,85 hektaar van eiendom (22), 5,00 hektaar van eiendom (23), 2,00 hektaar van eiendom (24), 1,60 hektaar van eiendom (25), 1,70 hektaar van eiendom (26), 1,90 hektaar van eiendom (27), 6,10 hektaar van eiendom (28), 3,10 hektaar van eiendom (29), 5,05 hektaar van eiendom (39) en 12,00 hektaar van eiendom (41) is onderskeidelik daaronder ingelys.

Eiendomme (42) en (43) is geleë in die Bloemhof Staatswaterbeheergebied. Die huidige eienaar beskik oor permitte vir die ontrekking van 140 300 m^3 water ten opsigte van eiendom (42) en 244 000 m^3 water ten opsigte van eiendom (43).

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 van die waterregte op sy naam.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die 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: BCAF 03458 03G 04G 05 (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 17 Februarie 1994.

J G W AFSLAERS

(CK90/35316/23)

INSOLVENTE BOEDEL

In opdrag van die Kurator van insolvente boedel **H. J. de Bruyn, Meestersverwysingsnommer T3214/93,** word die hierna genoemde roerende en onroerende eiendom per openbare veiling aangebied vir verkoping:

Plek van veiling: Gedeelte 354 van die plaas Rooipoort 29 (volg rigtingwysers—Potchefstroom/Ventersdorppad).

Datum van veiling: 4 Maart 1994.

Tyd van veiling: 10:00.

Onroerende eiendom: Gedeelte 354, van die plaas Rooipoort 29, Registrasieafdeling IQ, Transvaal, groot 191 (een nege een) hektaar.

Beskrywing van eiendom: Twee huise, groot sinkstoor, steenstoor, nege boorgate, 13 kampe, 100 hektaar ploegbaar, res baie goeie weiding, drie sementdamme.

Afslaersnota: Hierdie is een van die beste plase in die omgewing.

Verkoopvoorwaardes: 20% (twintig persent), van die koopsom betaalbaar onmiddellik op die veiling by bekragtiging van die verkoop. Balans van die koopsom verseker te word deur middel van 'n bank- of bougenootskapwaarborg binne 30 (dertig) dae na die datum van veiling. Besitsrente gereken te word op die balans van koopsom teen huidige bougenootskaprentekoerse op eerste verbande.

Roerende eiendom: 1976 Fiat 1000 trekker, 1979 Fiat 500 trekker, 1976 Nasional 815 vragmotor 8.5 ton, twee 5 ton sleepwaens, LM Hamermeul, Lovattie waterpomp en kanon (groot), Slattery stroper (1 ry), drie skottelploeë: drie skaar, vier skaar en vyf skaar. Saffrim 12 tand skoffel, twee LM skoffels 7 tand, 3 Ry LM planter, Saffim eenritging, 9 tad grondbreker, Alfa Lafal 8 punt melkmasjien met tenk 85 liter.

Beskrywing van eiendom: Die implemente, trekkers, trok en melkmasjien is in 'n baie goeie toestand.

Verkoopvoorwaardes: Slegs kontant of bankgewaarborgde tjeks. Goedere moet onmiddellik na veiling verwyder word.

Vir enige navrae kontak: Warrick Heppell. [Tel. (018) 462-2711.]

Die volledige voorwaardes van verkoping is beskikbaar by JGW Afslaers, Andersonstraat 23, Klerksdorp. [Tel. (018) 462-2711.] Slegs kontant of bankgewaarborgde tjeks.

VAN'S AFSLAERS

VEILING QUEENSWOOD-WONING

In opdrag van die Kurator van insolvente boedel **J. S. van Wyk, T4821/93,** verkoop Van's Afslaers ondervermelde eiendom per openbare veiling, sonder reserwe, onderhewig aan bekragtiging:

Vrydag, 4 Maart 1994 om 11:00, te Cowgillstraat 1154, Queenswood, Pretoria.

Groot: 1 139 m^2.

Verbeterings: Woning met drie slaapkamers, sit-, eet- en badkamers, kombuis, stoep en motorhuis.

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 THE REEDS-WONING

In opdrag van die Kurator van insolvente boedel **A. W. Decker, T3939/93,** verkoop Van's Afslaers ondervermelde eiendom per openbare veiling, sonder reserwe, onderhewig aan bekragtiging:

Maandag, 28 Februarie 1994 om 11:00, te Steadlaan 29, The Reeds, Verwoerdburg.

Groot: 1 000 m^2.

Verbeterings: Woning met drie slaapkamers, sit-, eet- en twee badkamers, kombuis, bediendekamer en motorhuis.

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 MEYERSPARK-WONING

In opdrag van die Kurator van insolvente boedel **M. E. Pretorius, T3845/93,** verkoop Van's Afslaers ondervermelde eiendom per openbare veiling, sonder reserwe, onderhewig aan bekragtiging:

Dinsdag, 1 Maart 1994 om 11:00, te Williamrylaan 137, Meyerspark, Pretoria

Groot: 1 487 m^2.

Verbeterings: Woning met drie slaapkamers, twee sit-, eet- en badkamers, kombuis, TV-kamer, waskamer, swembad, motorhuis en swembad.

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.

AUCOR (PTY) LTD

PUBLIC AUCTION: MEC-LEC ENGINEERING CC (IN LIQUIDATION), MASTER'S REFERENCE T4692/93

Engineering equipment, lathes, milling machines, workshop equipment etc.

Duly instructed by the Liquidators of the above company in liquidation we will sell and supplement as above at 14 Apple Road, Wendywood, Sandton, on Friday, 25 February 1994 at 10:30.

For further details please contact 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.

AUCOR (PTY) LTD

PUBLIC AUCTION: SANTAMOCO CC (IN LIQUIDATION), MASTER'S REFERENCE T3960/93

Duly instructed by the Liquidator we will sell by public auction as follows:

1. Shopping centre with service station on the spot, corner of Lower Main Road and Field Road, being 503 Lilianton, Boksburg, measuring 2 496 square metres, on 28 February 1994 at 10:30.

On the spot: Corner of Lower main Reef and Field Roads, Lilianton, Boksburg, on 28 February 1994 at 10:30.

2. Residence with pool on the spot 2 Urwin Street, Lilianton, Boksburg, being Stand 145 Lilianton, measuring 1 516 square metres, on 28 February 1994 at 12:00.

On the spot: 2 Urwin Street, corner of Calla Street, Lilianton, Boksburg, on 28 February 1994 at 12:00.

For further details please contact the auctioneers.

View: Day prior to the day of the sale.

Terms: 20% (twenty per cent), deposit (bank or bank-guaranteed cheque) on the fall of the hammer. The balance to be paid with guarantees acceptable by the Liquidator within 30 days of confirmation. All bids are exclusive of VAT. Bidders being financed must produce an irrevocable letter of credit prior to bidding.

Note: No cash will be accepted at the auction site 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..

AUCOR (PTY) LTD

PUBLIC AUCTION: SCHAFER BOPHUTHATSWANA (PTY) LTD, IN LIQUIDATION, MASTER'S REFERENCE Y18/93

Complete brick and sand plant, late model Mercedes Benz tippers, outstanding caterpillar equipment, weighbride (50t), sand washing plants, batchplant, blockmaking machines, LDV's, dumpers, cat gensets etc.:

To be offered as a going concern, failing a satisfactory offer piece-meal.

Thursday, 3 March 1994 at 10:30.

On site Mabopane, Bophuthatswana (near Maroela Sun).

The above is subject to change without prior notice.

View: Wednesday, 2 March 1994 from 09:00 to 16:00.

Terms: Deposit of R2 000 (two thousand rand) (cash or bank-guaranteed cheque) is required on registration. The balance (cash 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.

For further details please contact the auctioneers: Aucor (Pty) Ltd, 14 Apple Road, Wendywood, Sandton, 2148. [Tel. (011) 444-5550.] [Fax (011) 444-5551.] S.A.I.A.

PUBLIC AUCTION

PILANESBURG CHROME (PTY) LTD, IN LIQUIDATION, MASTER'S REFERENCE T2392/93

Chrome beneficiation plant, property with mineral rights and rights on adjoning farm, at the Mine Elandsdrift, Rustenburg, on Thursday, 17 March 1994 at 10:30.

Duly instructed thereto by the Liquidator we will sell as above.

View: Wednesday, 16 February 1994 from 09:00 to 16:00

Terms: Loose assets: R2 000 (two thousand rand) refundable deposit. The balance to be paid on the day of the sale.

Fixed assets: 20% (twenty per cent), deposit (bank-guaranteed cheque) on the fall of the hammer. Balance to be paid with guarantees acceptable to the liquidator concerned.

Buyers 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 may be paid in at the nearest First National Bank or Standard Bank.

The above is subject to change without prior notice.

For further details please contact the auctioneers.

I. Lara Winterstein, P.O. Box 15621, Doornfontein, 2028. [Tel. (011) 444-5550.]

PWV AFSLAERS BK

BEES-, WILDS- EN BOSVELDPLASE TE KOOP

In opdrag van die voorlopige Likwidateur in die insolvente boedel **Goudrivier Beleggings (Pty) Ltd, Meetersverwysing T120/94,** verkoop ons die volgende gesamentlik en afsonderlik:

(1) Sekere Gedeelte 19 van plaas 608, New Belgium, Registrasieafdeling LR, groot 3354,8465 ha.

(2) Sekere Gedeelte 26 van plaas 608, New Belgium, Registrasieafdeling LR, groot 24,2131 ha, met die volgende verbeteringe daarop:

(a) Eenslaapkamerhuis met boorgatwater (pas opgeknap).

(b) Ses motorhuise (in aanbou).

(c) Woonhuis in aanbou (ongeveer 200 vierkante meter).

(d) Wildwerend omhein.

Ander: Die Goudrivier vloei regdeur beide plase.

Datum: Vrydag, 18 Maart 1994.

Tyd: 11:00.

Plek: Op die perseel.

Afslaersnota: Hierdie pragtige ongerepte stukkie bosveld natuur verleen hom ideaal vir die ontwikkeling van 'n natuurreservaat.

Rigtingaanwysers; Ongeveer 3 km vanaf Vaalwater, draai regs op Beautypad vir ongeveer 33 km. Draai regs na Visgat op grondpad vir 12 km. By T-aansluiting draai links vir 24 km, en volg dan ons rigtingaanwysers.

Besigtiging: Vanaf 14 Maart 1994 slegs per afspraak aangesien die wildskamp gesluit is.

Navrae: Skakel ons gerus by bogenoemde nommers of na-ure by (011) 953-1518.

Naam en adres van adverteerder: PWV Afslaers BK, Posbus 6200, Pretoria. [Tel. (012) 21-5780.]

PHIL MINNAAR BK

(BK. 87/02517/23)

OPENBARE VEILING VAN NETJIESE SPAANSE-STYL DUPLEKSWOONSTEL IN NOORD-TRANSVAAL, PIETERSBURG

In opdrag van die Eksekuteur in die bestorwe boedel **D. D. Patterson, Boedel 11494/93,** verkoop ons die ondervermelde eiendom per openbare veiling op Woensdag, 9 Maart 1994 om 11:00:

Plek van veiling: Casablancawoonstelle 10, Oosstraat, Pietersburg.

Beskrywing van eiendom: Eenheid 10 van Skemanaam Casablanca 68 woonstelle, ook bekend as Casablanca 10, Oosstraat, Pietersburg.

Groot: 109 m^2.

Verbeterings: Hierdie duplekswoonstel bestaan uit twee slaapkamers, kombuis, twee badkamers, sit/eetkamer, balkon, binnehof en toesluit motorhuis.

Terme: 20% (twintig persent), deposito in kontant of bankgewaarborgde tjek alleen en balans verseker te word met waarborge binne 45 dae na bekragtiging.

Navrae: Skakel Martin by (012) 322-8330/1.

AUCTRADE AFSLAERS

INSOLVENTE BOEDELVEILING VAN EENMANSWOONSTEL MET 'N UITSIG GELEË TE PRETORIA-NOORD

In opdrag van die Kurator in die insolvente boedel **D J du Plessis, Meestersverwysing T4079/93,** verkoop ons die ondervermelde eiendom per publieke veiling ter plaatse op Woensdag, 2 Maart 1994 om 11:00, te North Gardens 705, Rachel de Beerstraat, Pretoria-Noord:

Eiendom: Eenheid 35, North Gardens, ook bekend as North Gardens 705, Rachel de Beerstraat, Pretoria-Noord.

Grootte: 49 m^2.

Heffing: R120 per maand.

Verbeterings: Eenmanswoonstel met kombuis en badkamer. Die woonstel het volvloermatte en 'n sekuriteitsstelsel.

Verkoopvoorwaardes: 15% (vyftien persent), deposito van die koopprys in kotant 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, 0132.

AUCTRADE AFSLAERS

INSOLVENTE BOEDELVEILING VAN 'N RUIM WONING GELEË TE ASTON MANOR, KEMPTON PARK

In opdrag van die Kurator in die insolvente boedel **C. I. J. Swanepoel, Meestersverwysing T4911/93,** verkoop ons die ondervermelde eiendom per publieke veiling ter plaatse op Dinsdag, 1 Maart 1994 om 11:00, te Glenrolloweg 28, Aston Manor, Kempton Park:

Eiendom: Erf 329, Aston Manor, Kempton Park, ook bekend as Glenrolloweg 28, Aston Manor, Kempton Park.

Grootte: 1 487 m^2.

Verbeterings: Woning bestaande uit 'n sitkamer met lugreëling/eetkamer, gesinskamer, studeerkamer, drie slaapkamers, twee badkamers, kombuis, binnehof en 'n dubbelmotorhuis. Die huis het volvloermatte. Die erf is gedeeltelik ommuur met 'n swembad.

Afslaersnota: Woning is geleë in 'n gesogte area.

Verkoopvoorwaardes: 10% (tien 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, 0132.

BERNARDI AUCTIONEERS/APPRAISERS/ESTATE AGENTS

Favoured with instructions by the Trustee in the insolvent estate of **J. P. de Bruyn, T1119/93,** we will sell by public auction:

Household furniture, on Saturday, 26 February 1994 at 13:00, at our Auction Mart, 155 Glyn Street, Colbyn, Pretoria.

Terms: R100 deposit (refundable) and cash or bank certified cheque.

Bernardi Auctioneers/Appraisers/Estate Agents, 155 Glyn Street, Colbyn. [Tel. (012) 43-6914/5.]

PROPERTY MART SALES

INSOLVENT ESTATE

Duly instructed by the Trustee in the insolvent estate of **D. V. and C. Collins, Master's Reference T4823/93,** we shall sell subject to 7 days confirmation:

Erf 294, Dinwiddie, Germiston, 1 116 square metres, in extent and situated at 39 Jersey Road, Dinwiddie. The improvements comprise a lounge, dining-room, three bedrooms with built-in cupboards and bathroom with separate toilet.

The outbuildings comprise a single garage, servants' quarters with facilities, paved driveway and large pool.

Sale takes place on the spot on Thursday, 10 March at 11:00.

Terms: 20% (twenty per cent) at the drop of the hammer in cash or bank-guaranteed cheque. Balance within 30 days from confirmation by bank or building society guarantee.

Auctioneers: Property Mart (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) 728-5251.] After hours C. Mostert at (011) 793-6164.

KAAP • CAPE

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Fort Beaufort op 18 Maart 1994 om 10:00 voor die Landdroskantoor te Adelaide die ondergemelde eiendom by publieke veiling verkoop:—

Die restant van die plaas KLIP HOEK nr. 157 in die Afdeling Fort Beaufort

GROOT: 839,4014 hektaar

Blykens Akte van Transport T5363/1984

in die naam van **MICHIEL CASPARUS EKSTEEN**

Ligging van hierdie eiendom:—

25 km suid van Adelaide

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, motorhuis, enjinkamer, werkswinkel, implemente skuur, lusernskuur, skeerskuur en 6 arbeidershuise. Jakkalsproef en veekerend omhein en verdeel in kampe. Koonaprivier, 2 boorgate, 5 sementdamme, 5 suipkrippe en grondveesuipdamme.

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: DCAI 04025 01G 05G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 17 Februarie 1994.

GRIQUA AFSLAERS

PUBLIEKE VEILING VAN BESIGHEIDSERWE, GELEË IN DIE MUNISIPALE GEBIED VAN RITCHIE (ONGEVEER 35 KILOMETERS VAN KIMBERLEY AF)

Behoorlik daartoe gemagtig deur die Munisipaliteit van Ritchie, sal die volgende besigheidserwe per publieke veiling te koop aangebied word soos volg:

Datum en tyd van veiling: Woensdag, 16 Maart 1994 om 11:00.

Plek van veiling: By die munisipale kantore geleë op die hoek van Tweede Laan en 15de Straat, Ritchie.

Beskrywing van erwe:

1. Erf 879: Groot 1 431 vierkante meter.
2. Erf 880: Groot 5 482 vierkante meter.
3. Erf 1460: Groot 2 376 vierkante meter.
4. Erf 1461: Groot 2 640 vierkante meter.
5. Erf 1462: Groot 2 628 vierkante meter.

Ligging en zonering: Al die erwe is geleë in die kern van die sakesentrum van Ritchie, teen die hoofstraat (teerpad). Al die erwe is gezoneer vir algemene besigheidsdoeleindes en is ideaal vir die ontwikkelling van 'n sakekompleks vir 'n supermark met slagtery, bakery en 'n vulstasie.

Verkoopvoorwaardes:

1. 10% (tien persent) van koopprys is deur die hoogste bieder betaalbaar in kontant of bankgewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die koper is aanspreeklik vir betaling van afslaerskommissie en transportkoste, insluitende BTW of hereregte wat ookal van toepassing mag wees.

3. Geboue in terme van goedgekeurde bouplanne moet opgerig word binne twee jaar vanaf datum van bekragtiging van verkoping.

4. 'n Afskrif van die volledige verkoopvoorwaardes sal op aansoek verskaf word aan voornemende kopers deur:

1. Mnr. Paunewitz, Stadsklerk of mev. Streak van Ritchie. (Tel. 053222-40); of

2. J. W. Wilmans van Griqua Afslaers, Posbus 179, Kimberley. [Tel. (0531) 81-1521.]

NATAL

DALES BROS.

PROPERTY AUCTIONS

Duly instructed by the Liquidator of **Howard Love Trust & Investment Company (Pty) Ltd,** in liquidation, **Master's Reference N161/93,** auction sale to be held on Thursday, 10 March 1994 at 13:15, on site at 191/195 West Street, Durban.

Outstanding investment opportunity, West Street.

Double storey of Edwardian design. Basically of concrete construction, including roof areas, allowing for easy conversion and modernising. Ground floor street-front shops, at rear workshop/warehouse/parking area. First floor restaurant/nightclub. Inspection by appointment only. To be offered firstly with leases, thereafter without.

20% (twenty per cent), guaranteed deposit payable at the sale on the fall of the hammer.

Conditions of sale available at (031) 701-3251.

ORANJE-VRYSTAAT
ORANGE FREE STATE

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, LADYBRAND op 18 Maart 1994 om 10:00 voor die Landdroskantoor te LADYBRAND die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Onderverdeling 1 van die plaas ROOIKOP 649, distrik Ladybrand

GROOT: 23,1586 hektaar

Eiendom (1) blykens Akte van Transport T1451/1983

(2) Onderverdeling 1 van die plaas ALETTA 352, distrik Ladybrand

GROOT: 32,5789 hektaar

(3) Die Restant van die plaas ALETTA 352, distrik Ladybrand

GROOT: 106,1484 hektaar

(4) Die Restant van die plaas ROOIKOP 649, distrik Ladybrand

GROOT: 115,5689 hektaar

(5) Die plaas CHRISTINA 643, distrik Ladybrand

GROOT: 138,7275 hektaar

(6) Die plaas GROOTFONTEIN 650, distrik Ladybrand

GROOT: 138,7275 hektaar

Eiendomme (2) tot (6) blykens Akte van Transport T1452/1983

(7) Die plaas KOPJE 648, distrik Ladybrand

GROOT: 138,7275 hektaar

(8) Die plaas JOHANNASRUST 645, distrik Ladybrand

GROOT: 138,7274 hektaar

(9) Die plaas MODDERFONTEIN 644, distrik Ladybrand

GROOT: 138,7274 hektaar

Eiendomme (7) tot (9) blykens Akte van Transport T1451/1983

in die naam van LOUIS JOHANNES KRUGER

Ligging van hierdie eiendomme:

Eiendomme (1) tot (9) 35 km suid van Ladybrand

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (9)

3 Woonhuise, 3 pakkamers, staalstoor, sinkstoor, 6 store, oop stoor, afdak, silo en melkstal. 8 Boorgate, 5 sementdamme, 9 gronddamme, spruit en krippe. Veekerend 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.

Die eiendomme word verkoop onderworpe aan die staat se beweerde eiendomsreg oor staande oeste wat op die eienomme mag wees.

VERWYSINGSNOMMER: BBAL 03683 01G 02G 03G 04G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 17 Februarie 1994.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Reddersburg op 18 Maart 1994 om 10:00 voor die Landdroskantoor te Reddersburg die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die plaas STROOMPIE 376, distrik Reddersburg.

GROOT: 152,5940 hektaar

Eiendom (1) blykens Akte van Transport T4534/1987

(2) Onderverdeling 1 van die plaas MIDDELFONTEIN 417, distrik Reddersburg.

GROOT: 260,9339 hektaar

Eiendom (2) blykens Akte van Transport T2914/1989

(3) Die plaas MIDDELFONTEIN 427, distrik Reddersburg.

GROOT: 958,7046 hektaar

Eiendom (3) blykens Sertifikaat van Verenigde Titel T15629/1991

in die naam van Die Middelfontein Trust

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—
27 km suidoos van Reddersburg

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—
2 Woonhuise, skeerskuur, koeistal, waenhuis, 6 arbeidershuise en staalstoor. Veekerend omhein en verdeel in kampe. 8 Boorgate, 2 sinkdamme, 4 sementdamme, 2 gronddamme en Rietrivier.

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: BBAO 04310 02G 03G 06G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 17 Februarie 1994.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Wesselsbron op 18 Maart 1994 om 10:00 voor die Landdroskantoor te Wesselsbron die ondergemelde eiendom by publieke veiling verkoop:—

Die Restant van die plaas DANIELSVLEI 269, distrik Wesselsbron

GROOT: 482,9427 hektaar

Blykens Akte van Transport T6123/1987

in die naam van **ABEL JACOBUS PRETORIUS**

Ligging van hierdie eiendom:—

8 km noord van Wesselsbron

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, motorhuis, stoor, stoor met afdak, melkstal, skoolgebou. Veekerend omhein en verdeel in kampe. 2 Boorgate, sinkopgaartenk en 2 sementdamme.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendom soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van 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: BCAS 03974 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 17 Februarie 1994.

VAN'S AFSLAERS

VEILING KROONSTAD-ERF

In opdrag van die Kurator van insolvente boedel **L. T. Hinrichsen, T5315/92,** verkoop Podium Afslaers ondervermelde erf per openbare veiling, sonder reserwe, onderhewig aan bekragtiging:

Vrydag, 4 Maart 1994 om 09:30, te Murraystraat 62, Kroonstad.

Groot: 875 m².

Beskrywing: Erf 7011, Ribbokstraat 7, Uitbreiding 70, Kroonstad.

Verbeterings: Geen.

Betaling: 10% (tien per sent) deposito plus kommissie in kontant of gewaarborgde tjek. Waarborge binne 30 dae daarna.

Inligting: Skakel Van's Afslaers (012) 335-2974.

Help om ons land, Suid-Afrika, skoon te hou!

Please keep our country, South Africa, clean!

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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"Voorwaardes vir Publikasie"

van wetlike kennisgewings in die Staatskoerant, *asook met die nuwe tariewe wat daarmee in verband staan*

Sien Lys van Vaste Tariewe en Voorwaardes op voorste binnebladsye

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"Conditions for Publication"

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See List of Fixed Tariff Rates and Conditions on front inner pages

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