

REPUBLIEK
VAN
SUID-AFRIKA



REPUBLIC
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Staatskoerant Government Gazette

Vol. 346

PRETORIA, 15 APRIL 1994

No. 15626

***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 APRIL 1994)

LYS VAN VASTE TARIEWE

Gestandaardiseerde kennisgewings

*Tarief per
plasing
R*

BESIGHEIDSKENNISGEWINGS	30,00
BOEDELWETTEKENNISGEWINGS: Vorms J 297, J 295, J 193 en J 187.....	12,60
INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS: Vorms J 28, J 29 en Vorms 1 tot 9.....	25,20

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

ONOPGEËISTE GELDE —slegs in die buitengewone <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag").....	7,40
VERLORE LEWENSVERSEKERINGSPOLISSE: Vorm VL.....	15,10

Nie-gestandaardiseerde kennisgewings

DRANKLISENSIE-KENNISGEWINGS in buitengewone *Staatskoerant*:

Alle provinsies verskyn op eerste Vrydag van elke kalendermaand.....	42,70
<i>(Sluitingsdatum vir indiening is twee weke voor publiseringsdatum.)</i>	

GEREGTELIKE EN ANDER OPENBARE VERKOPE:

Geregtelike verkope.....	115,20
Openbare veilings, verkope en tenders:	
Tot 75 woorde.....	35,10
76 tot 250 woorde.....	90,20
251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)	145,30

LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS	45,20
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MAATSKAPPYKENNISGEWINGS:

Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidaties, ens.; sluiting van oordrag- of lede-registers en/of verklaring van dividende.....	57,60
Verklaring van dividende met profytstate, notas ingesluit.....	132,60
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidaties.....	200,30

ORDERS VAN DIE HOF:

Voorlopige en finale likwidaties of sekwestrasies.....	75,20
Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking.....	200,30
Geregtelike besture, <i>kurator bonis</i> en soortgelyke en uitgebreide bevele <i>nisi</i>	200,30
Verlenging van keurdatum.....	25,20
Tersydestelling en afwysings van aansoeke (J 158).....	25,20

LIST OF FIXED TARIFF RATES AND CONDITIONS FOR PUBLICATION OF LEGAL NOTICES IN THE GOVERNMENT GAZETTE (COMMENCEMENT: 1 APRIL 1994)

LIST OF FIXED TARIFF RATES

<i>Standardised notices</i>	<i>Rate per insertion R</i>
ADMINISTRATION OF ESTATES ACTS NOTICES: Forms J 297, J 295, J 193 and J 187.....	12,60
BUSINESS NOTICES	30,00
INSOLVENCY ACT AND COMPANY ACTS NOTICES: Forms J 28, J 29 and Forms 1 to 9.....	25,20
N.B.: Forms 2 and 9—additional statements according to word count table, added to the basic tariff.	
LOST LIFE INSURANCE POLICIES: Form VL.....	15,10
UNCLAIMED MONEYS —only in the extraordinary <i>Government Gazette</i> , closing date 15 January (per entry of "name, address and amount")	7,40
<i>Non-standardised notices</i>	
COMPANY NOTICES:	
Short notices: Meetings, resolutions, offer of compromise, conversion of company, voluntary windings-up; closing of transfer or members' registers and/or declaration of dividends.....	57,60
Declaration of dividend with profit statements, including notes	132,60
Long notices: Transfer, changes with respect to shares or capital, redemptions, resolutions, voluntary liquidations	200,30
LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES	45,20
LIQUOR LICENCE NOTICES in extraordinary <i>Gazette</i> :	
All provinces appear on the first Friday of each calendar month	42,70
(Closing date for acceptance is two weeks prior to date of publication.)	
ORDERS OF THE COURT:	
Provisional and final liquidations or sequestrations	75,20
Reductions or changes in capital, mergers, offer of compromise	200,30
Judicial managements, <i>curator bonus</i> and similar and extensive rules <i>nisi</i>	200,30
Extension of return date	25,20
Supersessions and discharge of petitions (J 158)	25,20
SALES IN EXECUTIONS AND OTHER PUBLIC SALES:	
Sales in execution	115,20
Public auctions, sales and tenders:	
Up to 75 words	35,10
76 to 250 words	90,20
251 to 350 words (more than 350 words—calculate in accordance with word count table)	145,30

WOORDETAL-TABEL

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

WORD COUNT TABLE

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

Aantal woorde in kopie Number of words in copy	Een plasing One insertion	Twee plasinge Two insertions	Drie plasinge Three insertions
	R	R	R
1- 100.....	42,70	60,20	72,70
101- 150.....	62,60	90,20	107,70
151- 200.....	85,20	120,20	145,30
201- 250.....	105,30	150,10	180,30
251- 300.....	125,20	180,30	215,40
301- 350.....	147,60	210,30	252,80
351- 400.....	167,60	240,30	287,80
401- 450.....	190,20	270,30	325,50
451- 500.....	210,20	300,40	360,50
501- 550.....	230,20	330,40	395,50
551- 600.....	252,80	360,50	433,00
601- 650.....	272,80	390,30	468,00
651- 700.....	295,50	420,50	505,70
701- 750.....	315,40	450,50	540,70
751- 800.....	335,50	480,50	575,70
801- 850.....	357,90	510,50	613,10
851- 900.....	377,90	540,70	648,10
901- 950.....	400,40	570,70	685,80
951-1 000.....	420,50	600,70	720,80
1 001-1 300.....	545,70	780,90	936,10
1 301-1 600.....	673,30	961,00	1 151,20

VOORWAARDES VIR PUBLIKASIE CONDITIONS FOR PUBLICATION

SLUITINGSTYDE VIR DIE AANNAME VAN KENNISGEWINGS

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

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

AANSPREEKLIKHEID VAN ADVERTERDER

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

LIABILITY OF ADVERTISER

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

KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

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

COPY

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

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

- (1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

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

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

Advertensie-afdeling

Staatsdrukkery

Privaatsak X85

Pretoria

0001

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

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

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

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

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

Advertising Section

Government Printing Works

Private Bag X85

Pretoria

0001

before publication.

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

The following stamps are not acceptable:

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

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

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

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

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

BEWYS VAN PUBLIKASIE

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

PROOF OF PUBLICATION

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

Belangrike Kennisgewing

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

Important Notice

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

BELANGRIKE AANKONDIGING*Sluitingstye* **VOOR VAKANSIEDAE** vir**WETLIKE KENNISGEWINGS
GOEWERMENSKENNISGEWINGS** **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

Saak 330/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Jan Hendrik Pieter Breed**t, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof, gedateer 1 Maart 1994 en daaropvolgende lasbrief vir eksekusie, die hiernagelaste eiendom op 29 April 1994 om 09:00, te die Baljukantore, Parkstraat 69, Nigel, geregteelik verkoop sal word naamlik:

Erf en dorpsgebied: Erf 32, Ferryvale, Nigel, gehou kragtens Verband B79488/93, Registrasieafdeling IR, Transvaal, groot 1 041 (eenduisend een-en-veertig) vierkante meter, ook bekend as Doncaterweg 15, Ferryvale, Nigel.

Beskrywing van die eiendom: Steengebou met sinkdak, kombuis, sitkamer, vier slaapkamers, badkamer met toilet, betonomheining, motorafdek, ingeboude kaste in kombuis en slaapkamer en gedeeltelik vloermette.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Landdros ter insae lê en behels onder andere die volgende:

Terme: 10% (tien persent) van die koopprijs en 4% (vier persent) afslaaersgelde in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- en/of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping.

Gedateer te Nigel op hierdie 24ste dag van Maart 1994.

J. G. W. de Beer, vir De Beer Viljoen & Fourie, Breytenbachstraat 76, Posbus 704, Nigel. (Verw. mev. Slabbert/1926.)

Saak 6743/92

IN DIE HOOGEREGHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

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

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprijs gehou word ten kantore van die Balju, te Grondvloer, Momentum/Fluor House, Graystonlaan 100, Sandown, Sandton, op 6 Mei 1994 om 10:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, voor die verkoping ter insae sal lê:

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

Terme: 10% (tien persent) van die koopprijs in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar teen registrasie van Transport moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 14 ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

Vendukoste betaalbaar op die dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooi R100 (eenhonderd rand).

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

Saak 697/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Bankfin, Eksekusieskuldeiser, en **S. J. du Plessis**, Eksekusieskuldenaar

Geliewe kennis te neem dat ingevolge uitspraak van bogemelde Agbare Hof, gedateer 12 Augustus 1993 en daaropvolgende lasbrief vir eksekusie, die hiernagelaste eiendom op Vrydag, 29 April 1994 om 15:00, geregteelik verkoop sal word, te die Balju vir die Landdroshof, Vierde Straat 66, Springs, naamlik:

Erf 513, Casseldale-dorpsgebied, Springs, groot 1 115 (eenduisend eenhonderd en vyftien) vierkante meter, gehou onder Titellakte T41197/1992 en T41198/1992.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Geregsbode, Springs, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van die koopsom op datum van veiling.
2. Balans koopsom, plus rente binne 14 dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Springs op hede hierdie 31ste dag van Januarie 1994.

Van der Westhuizen, Prokureurs vir Eksekusieskuldeiser, Agste Straat 23; Posbus 930, Springs. (Tel. 362-6624/5/6/7.)

Saak 257/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **V C & S E Kwaza**, Verweerder

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 15 Februarie 1994 word die hiernavermelde eiendom op Vrydag, 6 Mei 1994 om 10:00, voor die Landdroskantoor, Ermelo, geregte verkoop aan die persoon wat die hoogste bod maak, naamlik die Reg van Huurpag ten opsigte van Erf 3349, in die dorp Wesseltou-uitbreiding 2, Registrasieafdeling IT, Transvaal, groot 300 (driehonderd) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL 30367/90.

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

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

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

2. Die koper sal verplig wees om onmiddellik na die bod op hom toegeslaan is, die verkoopvoorwaardes te onderteken.

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

Geteken te Ermelo hierdie 17de dag van Maart 1994.

Bekker Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350. (Verw. mnr. V. d. Wath/eb SJK 047.)

Case 21314/92

PH 140

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited, and prior to that known as Nedbank Limited), Plaintiff, and **Cars-R-Us CC** (CK90/13926/23), First Defendant, and **Strachan, Robert James**, Second 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 28 April 1994 at 10:00, at the offices of the Sheriff of the Supreme Court, Fourth Floor, Standard Towers, 247 President Street, Germiston, to the highest bidder:

Erf 625, Bedfordview Township Extension 127, Registration Division IR, Transvaal, in extent 2 345 (two thousand three hundred and forty-five) square metres held under Deed of Transfer T34240/1987, situated at 95 Boeiing Road, Bedfordview.

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

Improvements: Three bedroom residential dwelling with cottage and outbuildings.

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

The conditions of 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 11th day of March 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: N5258 (MAL) Mr Orelowitz/ab.]

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

In the matter between **Stabilitas Eksekuteurskamer (Edms.) Bpk.**, Plaintiff, and **Humeclinic (Pty) Ltd**, Defendant

Pursuant to judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above matter, a sale in execution will be held by the Sheriff of the Supreme Court, Rustenburg, on 6 May 1994, at the Magistrate's Court, corner of Kloppe and Van Staden Streets, Rustenburg at 10:00, without reserve price but subject to confirmation by the Judgment Creditor within 7 (seven) days of date of the auction, of the undermentioned property of the Defendant on the conditions as will be read out by the auctioneer immediately before the sale and which conditions will be available for perusal at the offices of the Sheriff, Rustenburg.

Portion 67 (a portion of Portion 46) of the farm Commissiedrif 327, Registration Division JQ, Transvaal, in extent 21,4133 (two one comma four one three three) hectare.

The following information is provided in regard to the improvements although no guarantee can be given in this regard:

Three bedrooms, two bathrooms, kitchen, dining-room, lounge, family room, bar, double garage, three outbuildings, store-room, IBR-roofing, two boreholes and the property is situated at approximately 10 km from Rustenburg on the Commissiedrif Road, near Hunters Rest Hotel.

Terms:

1. 10% (ten per cent) of the purchase price in cash on date of the sale and in regard to the balance payable against registration of transfer an acceptable bank or building society guarantee must be provided within 14 (fourteen) days of date of the sale.

2. The auction costs payable on date of the sale will be calculated at 5% (five per cent) on the proceeds of the sale to an amount of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) with a minimum fee of R200 (two hundred rand).

Dated at Johannesburg on this 25th day of March 1994.

Le Roux, Mathews & Du Plessis, 10th Floor, Lippert House, 104 Pritchard Street, Johannesburg, 2000. (Tel. 333-6362.)
(Ref: Mr Du Plessis/LL/20321.)

Saak 7994/91

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

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **M. S. Makume**, Eerste Verweerder, en **E. Makume**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 13 Mei 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 21986, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Mamelodi-uitbreiding 3, gehou kragtens Akte van Transport van Huurpag TL48149/89, grootte 286 (tweehonderd ses-en-tagtig) vierkante meter. Verbeterings (ten opsigte waarvan geen waarborg gegee kan word nie).

Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee 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 29ste dag van Maart 1994.

C. J. van Wyk, vir Hack Stupel & Ross, Emily Hobhouse laan 264, Pretoria-Noord. (Verw. mnr. Van Wyk B49/104/LA.)

Saak 2556/89

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Michael Mokobane**, Eerste Verweerder, en **Jane Mapule Mokobane**, Tweede Verweerder

Ingevolge uitspraak van die Landdros, Randfontein, en lasbrief tot geregtelike verkoop met datum 9 Oktober 1989, sal die ondervermelde eiendom geregtelik verkoop word op 6 Mei 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 2765, Mohlakeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 260 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL50098/1988 bekend as Nhlapostraat 2765, Mohlakeng, Randfontein, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder 'n sinkdak wat bestaan uit 'n slaapkamer, kombuis, sitkamer, die buitegeboue bestaan uit 'n motorhuis en daar is geen omheining. Geen waarborg word egter gegee ten opsigte van voorgaande omskrywing nie.

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

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

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

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou; Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N374.)

Saak 25886/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Johannes Madisha**, Eerste Verweerder, en **Thokozile Johanna Madisha**, Tweede Verweerder

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 6 Mei 1994 om 11:00, by die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Saskomeule, ou Warmbadpad, Bon Accord), ter voldoening aan die vonnis wat die Eiser in bogemelde aangeleentheid verkry het teen die Verweerder op 22 Februarie 1994, welke verkoping in eksekusie onderhewig sal wees aan die verkoopvoorwaardes wat ter insae lê by die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Saskomeule, ou Warmbadpad, Bon Accord):

Erf 22801, Mamelodi, met aktesbeskrywing:

Erf 22801, geleë in die dorpsgebied Mamelodi-uitbreiding 4, Registrasieafdeling JR, Transvaal, groot 340 (drie vier nul) vierkante meter, gehou kragtens Transportakte TL30282/93 en verbind ten gunste van die Eiser onder Verbandakte BL31630/93.

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

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

Die verkoopprijs sal soos volg wees:

'n Deposito van 10% (tien persent) van die koopprijs 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 verstrekte 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 16,75% (sestien komma sewe vyf persent) per jaar en aan die verbandhouer teen 16,75% (sestien komma sewe vyf persent) per jaar op die onderskeie bedrae van die toekenning aan die Eiser en die verbandhouer in die distribusieplan, vanaf die verloop van een maand na die verkoping tot datum van transport.

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

Geteken te Pretoria op hede die 30ste dag van Maart 1994.

Wilsenach, Van Wyk, Goosen & Bekker Ing., Prokureurs vir Eiser, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.) (Verw. W. J. Lubbe/M. Swanepoel/61/516/2.)

Saak 5419/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Zondelwana Sarah Nethanani**, voorheen Tsumbana, 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 Vrydag, 29 April 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 7 van Erf 681, geleë in die dorpsgebied Evaton, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T74107/89, grootte 269 (tweehonderd nege-en-sestig) vierkante meter.

Verbeterings (ten opsigte waarvan 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 24ste dag van Maart 1994.

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

Saak 11246/92

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

In die saak tussen **Bankorp Beperk**, Eiser, en **Fritz Kremnitzer**, Tweede Verweerder, en **Karl Kremnitzer**, Derde Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 17 Februarie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 26 Mei 1994 om 09:00, by die Balju Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 223, dorpsgebied Terenure-uitbreiding 3, Registrasieafdeling IR, Transvaal, in die distrik van Kempton Park, groot 1218 (eenduisend tweehonderd-en-agtien) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:
Woonhuis: Adjunk kon nie toegang tot perseel verkry om inventaris op te stel nie.

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 23ste dag van Maart 1994.

F. Barnard, vir Barnard's Ingelyf, Tweede Verdieping, Gert Nel-gebou, Kemptonweg 20, Kempton Park. (Tel. 975-2667.)
(Verw. H. Mayer/SE/B162.)

Saak 11246/92

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

In die saak tussen **Bankorp Beperk**, Eiser, en **Fritz Kremnitzer**, Tweede Verweerder, en **Karl Kremnitzer**, Derde Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 17 Februarie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 26 Mei 1994 om 09:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 91, dorpsgebied Norkem Park, Registrasieafdeling IR, Transvaal, in die distrik van Kempton Park, groot 991 (negehonderd een-en-negentig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:
Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, vyf toilette, familie-/TV-kamer, vyf badkamers, sewe slaapkamers, kombuis, kroeg en eetkamer.

Buitegeboue bestaan uit oprit, twee motorhuise, swembad en omring deur betonmure.

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 23ste dag van Maart 1994.

F. Barnard, vir Barnard's Ingelyf, Tweede Verdieping, Gert Nel-gebou, Kemptonweg 20, Kempton Park. (Tel. 975-2667.)
(Verw. H. Mayer/SE/B162.)

Case C515/93

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Aaron Mbhutana Gama**, Defendant

In pursuance of judgment in the above Honourable Court and a warrant for execution, the following immovable property will be sold in execution on 6 May 1994 at 12:00, at the office of the Magistrate, Kabokweni, to the highest bidder:

Erf 92A, situated at the Township of Matsulu A, District of Nsikazi, measuring 465 (four six five) square metres.

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

Conditions of sale:

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

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

Dated at Nelspruit on this the 18th day of March 1994.

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

Case C238/93

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Devilliers Richard Phakathi**, Defendant

In pursuance of judgment in the above Honourable Court and a warrant for execution, the following immovable property will be sold in execution on 6 May 1994 at 12:00, at the office of the Magistrate, Kabokweni, to the highest bidder:

Erf 1162C, situated in the Township of Matsulu C, District of Nsikazi, measuring 1149 (one one four nine) square metres.

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

Conditions of sale:

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

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

Dated at Nelspruit on this the 23rd day of March 1994.

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

Case C529/93

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Jelius Faro Zitha**, Defendant

In pursuance of a judgment in the above Honourable Court, and a warrant of execution, the following immovable property will be sold in execution on 6 May 1994 at 12:00, at the office of the Magistrate, Kabokweni, to the highest bidder:

Erf 990C, situated in the Township of Matsulu C, District of Nsikazi, measuring 540 (five four nought) square metres.

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

Conditions of sale:

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

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

Dated at Nelspruit this the 18th day of March 1994.

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

Case C512/93

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Rannie Johnny Andrew Sibiya**, Defendant

In pursuance of a judgment in the above Honourable Court, and a warrant of execution, the following immovable property will be sold in execution on 6 May 1994 at 12:00, at the office of the Magistrate, Kabokweni, to the highest bidder:

Stand 530, situated in the Township of Matsulu C, District of Nsikazi, measuring 588 (five eight eight) square metres.

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

Conditions of sale:

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

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

Dated at Nelspruit on this the 23rd day of March 1994.

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

Case 25865/93

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 **Thobakgale Hilda Cora**, Execution Debtor.

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Brakpan, on 13 May 1994 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

Certain Erf 131, situated in the Township of Geluksdal, Registration Division IR, Transvaal, being 131 Rheumalilla Drive, Geluksdal, Brakpan, measuring 390 (three hundred and ninety) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 on this the 28th day of March 1994.

Ramsay, Webber and 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/fp/T150.)

Saak 8168/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

In die saak tussen **Amaigamated Banks of South Africa Beperk**, Eiser, en **Johannes Adriaan Lodewikus Louwrens van der Kolf Grobler**, Verweerder

Kennis word gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 8 Junie 1992, en ten uitvoering van 'n lasbrief tot uitwinning, sal die Balju van die Hooggeregshof, Warmbad, op Vrydag, 6 Mei 1994 om 10:00, voor die Landdroskantoor, Moffatstraat, Warmbad, aan die hoogste bieder, verkoop:

1. Gedeelte 79, van die plaas Klippan 21, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport T22894/90, groot 22,1206 hektaar.

2. Gedeelte 80, van die plaas Klippan 21, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport T22894/90, groot 22,1806 hektaar.

3. Gedeelte 81, van die plaas Klippan 21, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport T22894/90, groot 21,9749 hektaar.

4. Gedeelte 82, van die plaas Klippan 21, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport T22894/90, groot 23,2103 hektaar.

5. Gedeelte 83, van die plaas Klippan 21, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport T22894/90, groot 23,7460 hektaar.

6. Gedeelte 84, van die plaas Klippan 21, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport T22894/90, groot 21,7940 hektaar.

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

Gedeeltes 79, 80, 81, 82 en 83 is onbewoon.

Verbeterings ten opsigte van Gedeelte 84: Vier slaapkamerwoonhuis, twee badkamers, sitkamer, eetkamer, kombuis, familiekamer, stoor en boorgate.

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

Gemelde eiendomme sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju van die Hooggeregshof ten tyde van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju van die Hooggeregshof te die Balju, Warmbad, Arkadegebou, Sutterweg, Warmbad.

Geteken te Pretoria op hierdie 1ste dag van Maart 1994.

Van Zyl le Roux & Hurter Ing., Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. Hurter NG 40344.)

Case 20155/89

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Hendrik Willem Venter**, Defendant

Pursuant to a judgment of the above Court, and a warrant of attachment dated 8 February 1990, the undermentioned property will be sold in execution on 5 May 1994 at 10:00, at the offices of the Sheriff, Pretoria West, Room 603 (a) Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, to the highest bidder:

Erf 436, situated in the Township of Capital Park, Registration Division JR, Transvaal, measuring 1 190 (one thousand one hundred and ninety) square metres, held by the Defendant under Deed of Transfer T25388/1983, known as 23 Trouw Street, Capital Park, Pretoria.

At the time of the preparation of this notice, the following improvements were situated on the property, although in this respect nothing is guaranteed: A house comprising two bedrooms, bathroom, lounge, dining-room, kitchen, garage and cement driveway.

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff, Pretoria West, Room 607, Olivetti-House, corner of Schubart and Pretorius Streets, Pretoria.

Signed at Pretoria on this the 29th day of March 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 4035/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Eerste Nasionale Bank Bpk.**, Eksekusieskuldeiser, en **J. J. Oosthuizen**, Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 6 Mei 1994 om 09:00 voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere Gedeelte 683, van die plaas Hartbeespoort B 410, Registrasieafdeling JQ, Transvaal, groot 13,7054 (dertien komma sewe nul vyf vier) hektaar.

Verbeterings: Ou bouvallige tweeslaapkamerhuis maar kan nie gewaarborg word nie.

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

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

Geteken te Brits op hede die 25ste dag van Maart 1994.

R. H. van Onselen, vir Jonker van Onselen & Kie Ing., Van Veldenstraat 40, Posbus 40, Brits, (Mev. Botha: E190:CEO203.)

Saak 271/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Saambou Bank Bepark**, Eksekusieskuldeiser, en **G. K. Staniszweski**, Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 6 Mei 1994 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere Erf 55, Kosmos, distrik Brits, groot 761 (sewehonderd een-en-sestig) vierkante meter.

Verbeterings: Sitkamer, eetkamer, slaapkamer, badkamer, stort en waskamer, kombuis, bediendekamer en stoorkamer, maar kan nie gewaarborg word nie.

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

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

Geteken te Brits op hede die 25ste dag van Maart 1994.

R. H. van Onselen, vir Jonker van Onselen & Kie Ing., Van Veldenstraat 40, Posbus 1008, Brits. (mev. Botha:S599:CS0644.)

Saak 3994/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Saambou Bank Bepark**, Eksekusieskuldeiser, en **B. W. Morapedi**, Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 6 Mei 1994 om 09:00 voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere Erf 3001, geleë te Lethlabile, distrik Brits, groot 673 vierkante meter.

Verbeterings: Sit/Eetkamer, drie slaapkamers, badkamer en kombuis maar kan nie gewaarborg word nie.

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

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

Geteken te Brits op hede die 29ste dag van Maart 1994.

Aan: Die Balju, Brits.

R. H. van Onselen, vir Jonker van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha: S600:CS0645.)

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Landdroskantoor, Vanderbijlpark, 1939, op Vrydag, die 27ste dag van Mei 1994, om 10:00.

NEDCOR Bank Beperk, Eksekusiekrediteur

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) Onmiddellik 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 nodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragkoste, hereregte, terreinhuur en ander kostes verskuldig aan die Plaaslike Owerheid, rente ensovoorts.

(e) Die koopprijs sal betaalbaar wees teen 10% (tien persent) daarvan of R400,00 (vierhonderd rand), watter een ookal die meerdere is, tesame met die Balju se kostes van 5% (vyf persent) van die opbrengs van die verkoping, betaalbaar deur die Koper tot 'n prys van R20 000,00 en daarna 3% (drie persent) tot 'n maksimum van R6 000,00 met 'n minimum van R200,00, onmiddellik na die verkoping, in kontant of deur 'n bank gewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprijs betaalbaar word of verseker word deur 'n Bank- of Bougenootskapswaarborg 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% van die koopprijs te betaal as rouwkoop.

(g) Die volledige voorwaardes van verkoping is beskikbaar vir inspeksie by die kantoor van die Balju, Vanderbijlpark.

Saaknommer: 9607/93.

Vonnisskuldenaar: **S. J. Mogotihoane en S. Serai.**

Eiendom: Alle reg, titel en belang in die Huurpag ten opsigte van Perseel 3195, Stretford-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Grootte van eiendom: Groot: 243 vierkante meter.

Straatadres van eiendom: Perseel 3195, Palm Springs (Stretford-uitbreiding 1).

Beskrywing van eiendom: Woonhuis met geen buitegeboue.

Rente op vonnisskuld: 16% (sestien persent).

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/6/573.)

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Landdroskantoor, Vereeniging, 1939, op Vrydag, die 27ste dag van Mei 1994, om 10:00.

NEDCOR Bank Beperk, Eksekusiekrediteur

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) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantoor, Vereeniging, 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 R400,00 (vierhonderd rand), watter een ookal die meerdere is, tesame met die Balju se kostes van 5% (vyf persent) van die opbrengs van die verkoping, betaalbaar deur die Koper tot 'n prys van R20 000,00 en daarna 3% (drie persent) tot 'n maksimum van R6 000,00 met 'n minimum van R200,00, onmiddellik 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 Bougenootskapswaarborg 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% van die koopprys te betaal as rouwkoop.

(g) Die volledige voorwaardes van verkoping is beskikbaar vir inspeksie by die kantoor van die Balju, Vereeniging.

Saaknommer: 275/94.

Vonnisskuldenaar: **G. B. Koboekae.**

Eiendom: Alle reg, titel en belang in die Huurpag ten opsigte van Perseel 1518, Sharpeville-dorpsgebied, Registrasie-afdeling IQ, Transvaal.

Grootte van eiendom: Groot: 370 vierkante meter.

Beskrywing van eiendom: Woonhuis met geen buitegeboue.

Straatadres van eiendom: Perseel 1518, Sharpeville, Vereeniging.

Rente op vonnisskuld: 15,25% (vyftien komma twee vyf persent).

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/6/568.)

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Landdroskantoor, Vereeniging, 1939, op Vrydag, die 27ste dag van Mei 1994, om 10:00.

NEDCOR Bank Beperk, Eksekusiekrediteur

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) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantoor, Vereeniging, 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 R400,00 (vierhonderd rand), watter een ookal die meerdere is, tesame met die Balju se kostes van 5% (vyf persent) van die opbrengs van die verkoping, betaalbaar deur die Koper tot 'n prys van R20 000,00 en daarna 3% (drie persent) tot 'n maksimum van R6 000,00 met 'n minimum van R200,00, onmiddellik 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 Bougenootskapswaarborg 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% van die koopprys te betaal as rouwkoop.

(g) Die volledige voorwaardes van verkoping is beskikbaar vir inspeksie by die kantoor van die Balju, Vereeniging.

Saaknommer: 10287/93.

Vonnisskuldenaars: **B. J. Mthimkulu en L. M. Mthimkulu.**

Eiendom: Alle reg, titel en belang in die Huurpag ten opsigte van Perseel 8676, Sharpeville-dorpsgebied, Registrasie-afdeling IQ, Transvaal.

Grootte van eiendom: Groot: 391 vierkante meter.

Beskrywing van eiendom: Twee slaapkamerwoning met enekelmotorhuis.

Straatadres van eiendom: Perseel 8676, Sharpeville, distrik Vereeniging.

Rente op vonnisskuld: 16% (sestien persent).

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/6/577.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gord Henrich Hausmann**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court, granted on 11 January 1994, and subsequent warrant of execution the following property will be sold in execution on 6 May 1994 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Stand 1372, Dunnottar.

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

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

Dated at Nigel on this the 28th day of March 1994.

L. Etsebeth, for Lockett & Etsebeth, Attorneys for the Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Miss De Jager/Z2412.)

Saak 6934/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **D. M. Radebe**, Eerste Verweerder, en **T. J. Radebe**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 29 Oktober 1993, en 'n lasbrief vir eksekusie gedateer 29 Oktober 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 4 Mei 1994 om 10:00, deur die Balju vir die Landdroshof, te Johriahof, Du Plessisstraat, Alberton, naamlik:

Sekere Standplaas 10392, Tokoza-uitbreiding 5-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Standplaas 10392, Tokoza-uitbreiding 5-dorpsgebied, groot 256 vierkante meter, gehou deur D. M. Radebe en T. J. Radebe, gehou onder Akte van Transport TL36265/90.

Sonering: Residensieel.

Spesiale gebruiksvergunninge of vrystellings: Geen.

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

Hoofgebou: Teëldak met gepleisterde baksteen mure bestaande uit kombuis, sitkamer, 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 16% (sestien 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 21ste dag van Maart 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Tel. 907-9813.) (Verw. mnr. Ungerer/PP/N1947.)

Saak 695/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **M. S. Mtshali**, Eerste Verweerder, en **M. A. Mtshali**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 24 Februarie 1994, en 'n lasbrief vir eksekusie gedateer 17 Februarie 1994, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 4 Mei 1994 om 10:00, deur die Balju vir die Landdroshof, te Johriahof, Du Plessisstraat, Alberton, naamlik:

Sekere Standplaas 8204, Tokoza-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Standplaas 8204, Tokoza-dorpsgebied, groot 348 vierkante meter, gehou deur M. S. Mtshali en M. A. Mtshali, gehou onder Akte van Transport TL5066/91.

Sonering: Residensieel.

Spesiale gebruiksvergunninge of vrystellings: Geen.

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

Hoofgebou: Teëldak met gepleisterde baksteen mure bestaande uit kombuis, sitkamer, drie 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 17,25% (sewentien komma twee vyf 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 21ste dag van Maart 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton: (Tel. 907-9813.) (Verw. mnr. Ungerer/PP/N2236.)

Saak 13836/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BOKSBURG GEHOU TE BOKSBURG

In die saak tussen **NBS Bank Limited**, Eiser, en **L. N. Lenkoe**, Verweerder, en **R. M. Mathabathe**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Boksburg, gedateer 14 Februarie 1994, en 'n lasbrief vir eksekusie gedateer 14 Januarie 1994, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Vrydag, 6 Mei 1994 om 11:15, deur die Balju vir die Landdroshof, te Leeuwpootstraat 182, Boksburg, naamlik:

Sekere Standplaas 6956, Vosloorus-uitbreiding 9-dorpsgebied, Boksburg, Registrasieafdeling IR, Transvaal, ook bekend as Standplaas 6956, Vosloorus-uitbreiding 9-dorpsgebied, Boksburg, groot 423 vierkante meter, gehou deur L. N. Lenkoe en R. M. Mathabathe, gehou onder Akte van Transport TL48733/90.

Sonering: Residensiële.

Spesiale gebruiksvergunninge of vrystellings: Geen.

Die vonnisskuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: Woning met sement stene, teëldak 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 16% (sestien 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, Leeuwpootstraat 182, Boksburg.

Gedateer te Alberton op hede die 21ste dag van Maart 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Tel. 907-9813.) (Verw. E. Ungerer/PP-N2171.)

Case 30626/93

PH 135

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **De Wet Baren Gert Steyn N. O.**, Plaintiff, and **Magoebaskloof Vakansieoord (Edms.) Beperk** (voorheen Magoebaskloof Ruskamp Beperk), Defendant

In 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 the Magistrate's Court, Bodenstein Street, Pietersburg, on 4 May 1994 at 10:00, on the conditions read out by the auctioneer at the Magistrate's Court, Bodenstein Street, Pietersburg, prior to the sale, of the undermentioned properties:

1. Remaining Extent of Portion 30, of the farm Diepkloof 592, Registration Division LT, Transvaal, measuring 6,1300 hectares, held by Certificate of Consolidated Title T10000/1981.

2. Portion 31, a portion of Portion 30, of the farm Diepkloof 592, Registration Division LT, Transvaal, measuring 4,0389 hectares, held by Certificate of Registered Title T10001/1981.

3. Portion 32, a portion of Portion 30, of the farm Diepkloof 592, Registration Division LT, Transvaal, measuring 4,0387 hectares, held by Certificate of Registered Title T10002/1981.

4. Portion 33, a portion of Portion 30, of the farm Diepkloof 592, Registration Division LT, Transvaal, measuring 4,0388 hectares, held by Certificate of Registered Title T10003/1981.

5. Portion 34, a portion of Portion 30, of the farm Diepkloof 592, Registration Division LT, Transvaal, measuring 4,0388 hectares, held by Certificate of Registered Title T10004/1981.

Which is zoned for residential and agricultural and consisting of (not guaranteed):

Rondavels: Thirty-two individual rondavels as follows: Units 1, 2, 3, 4 and 5—bedroom, living area, kitchenette and bathroom; units 6, 7, 8, 9 and 10—bedroom, bathroom and kitchenette; units 11, 12, 13, 14, 15, 16, 17, 18 and 19—two bedrooms, living-room, bathroom and kitchen; units 20, 21, 22, 23 and 24—bedroom and bathroom; units 25 and 26—two bedrooms, lounge, kitchen and bathroom; units 27, 28, 29, 30 and 31—two bedrooms, lounge, kitchenette and bathroom.

Flat: Three bedrooms, bathroom, lounge, dining-room, kitchen and double garage.

Main building: Restaurant with large kitchen, four offices, very large pantry, toilets and separate large laundry.

Swimming-pool: Very large swimming-pool and separate children's swimming-pool.

Servants' quarters: Ten rooms and three toilets.

Main house: Three bedrooms, lounge, upstairs living-room, bathroom, dining-room, kitchen and separate toilet.

Terms:

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. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand), minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 22nd day of March 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 82486/92

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 **Vanessa Joan Atti**, Defendant

Pursuant to a judgment of the above Honourable Court, dated 29 September 1992, and a warrant of execution dated 2 November 1992, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 20 May 1994 at 10:00, in front of the Court-house, Fox Street entrance, Johannesburg:

Certain Erf 2512, Glenvista Extension 5 Township, Registration Division IR, Transvaal, situated at 121 Mount Pellam Drive, Glenvista, Johannesburg.

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

Improvements: A dwelling of a face brick under tile consisting of an entrance hall, lounge, four bedrooms, dressing room, kitchen and two bathrooms. *Outbuildings:* A double garage, store-room, pool, servant's room with toilet and shower. *Area:* 1 592 square metres, property's held under Deed of Transfer T46552/88.

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 the date 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 100 Sheffield Street, Turfontein, Johannesburg.

Dated at Johannesburg on this the 24th day of March 1994.

R. Reichman & Israelsohn, for Israelsohn Von Zwiklitz, Plaintiff's Attorneys, Hunts Corner, 20 New Street South, P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BR2217/COLL/PM/LR.)

Case 30424/91

PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Nkosi, Samuel Sipiwe**, 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 131 Marshall Street, Johannesburg, on 5 May 1994 at 10:00, of the undermentioned leasehold of the Defendant, on the conditions which will lie for inspection at the offices of the Sheriff, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Site 6735 (previously known as 28), situated in the Township of Emdeni Extension 2, Registration Division IQ, Transvaal, being 6735 (previously known as 28), Emdeni Extension 2, Johannesburg, measuring 286 (two hundred and eighty-six) square metres.

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

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand) minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 21st day of March 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N51.)

Case 15691/92
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Nkosi, Mphikeleli Trevor**, 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 131 Marshall Street, Johannesburg, on 5 May 1994 at 10:00, of the undermentioned leasehold of the Defendant, on the conditions which will lie for inspection at the offices of the Sheriff, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Site 567, situated in the Township of Emdeni Extension 2, Registration Division IQ, Transvaal, being 567 Emdeni Extension 2, Soweto, measuring 250 (two hundred and fifty) square metres.

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

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand) minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 17th day of March 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N88.)

Saak 56996/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **Joubert E. E.**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 18 Oktober 1993, sal die onderstaande eiendom op 4 Mei 1994 om 10:00, te die kantoor van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 2215, geleë in die Moreletapark-uitbreiding 19-dorpsgebied, Registrasieafdeling JR, Transvaal, bekend as Vincentstraat 642, Moreletapark-uitbreiding 19. Gesoneer vir 'n woonhuis, vakant, privaat.

Beskrywing: Onbeboede erf.

Verbandhouer(s): Nedcor Bank Bpk., Andriesstraat, 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 koopprijs 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 24ste dag van Maart 1994.

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

Saak 6484/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletuhome Loans (Pty) Ltd**, Eiser, en **E. Pakade**, 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 geregtelike oor die ondergenoemde eiendom as 'n eenheid op 6 Mei 1994 om 10:00, per publieke veiling deur die Balju, Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 1879, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Kwa-Guqa-uitbreiding 4, gehou kragtens Grondbrief 9633/92, 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 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 21ste dag van Maart 1994.

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

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletuhome Loans (Pty) Ltd**, Eiser, en **J. J. Mathelela**, Eerste Verweerder, en **B. S. Mathelela**, 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 6 Mei 1994 om 10:00, per publieke veiling deur die Balju, Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 2854, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Kwa-Guqa-uitbreiding 5, gehou kragtens Grondbrief TL64155/91, 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 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 21ste dag van Maart 1994.

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

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **N. M. Nkosi**, 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 6 Mei 1994 om 10:00, per publieke veiling deur die Balju, Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 3379, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Kwa-Guqa-uitbreiding 5, gehou kragtens Grondbrief T71537/92, grootte 200 (twee nul nul) vierkante meter.

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

Die 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 21ste dag van Maart 1994.

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

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **B. O. Sindane**, 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 6 Mei 1994 om 10:00, per publieke veiling deur die Balju te Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 2565, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Kwa-Guqa-uitbreiding 4, gehou kragtens Grondbrief T31694/93, grootte 200 (twee nul nul) vierkante meter.

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

Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer/s.

Die 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 21ste dag van Maart 1994.

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

Case 9829/93

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

In the matter between **The Town Council of Boksburg**, Plaintiff, and **P. H. A. and A. M. Jonk**, Defendant

The undermentioned property will be sold without reserve and with a deposit of 10% (ten per cent) by the Sheriff at 182 Leeuwpoot Street, Boksburg, on 20 May 1994 at 11:15, where the conditions of sale may be inspected:

Erf 882, Dawn Park Extension 2, Boksburg, known as 5 Nancy Street, Dawn Park, Boksburg, measuring 900 square metres.

Improvements (which are not guaranteed to be correct): Outbuildings, three bedrooms, bathroom, lounge, dining-room, kitchen, no further plans available.

J. P. J. van Vuuren, for Malherbe Rigg & Ranwell, Second Floor, United Building, 324 Commissioner Street, Boksburg. (Tel. 892-2040.) (Ref. A. van Tonder.)

Saak 2046/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Nedbank Bpk.**, Vonnisskuldeiser, en **M. J. de Lange**, Vonnisskuldenaar

Ten uitvoerlegging van die vonnis toegestaan en daaropvolgende lasbrief vir eksekusie gedateer 23 Februarie 1994, sal die volgende eiendom, wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 29 April 1994 om 10:00, by die Landdroskantore te Vanderbijlpark, te wete:

Sekere Hoewe 84, Lindequesdrif-landbouhoewes, Registrasieafdeling IQ, Trasvaal, groot 2,0745 (twee komma nul sewe vier vyf) hektaar, gehou kragtens Akte van Transport T112062/92.

Verbeterings (nie gewaarborg): Enkelverdiepingwoonhuis bestaande uit sitkamer, slaapkamers, badkamer, kombuis, motorhuis en bediendekamer.

Terme:

1. 10% (tien persent) van die koopprys in kontant, as 'n deposito op die dag van die verkoping en die balans, plus rente teen 21,75% (twee een komma sewe vyf persent) per jaar, betaalbaar vanaf datum van verkoping tot datum van betaling, by registrasie van transport, waarvoor 'n bank of bouverenigingwaarborg gelewer moet word binne 21 dae vanaf datum van verkoping.

2. Volledige verkoopvoorwaardes, wat direk voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju van die Landdros, Kamer 102, Rietbokgebou, Generaal Hertzogstraat, Vanderbijlpark, 1900.

Gedateer te Vanderbijlpark hierdie 25ste dag van Maart 1994.

G. Basson vir Fradgley-Bekker, Prokureurs vir Vonnisskuldeiser, NBS-gebou, Posbus 946, Vanderbijlpark. [Tel. (016) 33-4305/6.]

Case 465/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Joseph Mlangeni**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 8 February 1994, the property listed hereunder will be sold in execution on Wednesday, 4 May 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 1542, Etwatwa Extension 2 Township, Registration Division IR, Transvaal, measuring 286 (two hundred and eighty-six) square metres, known as Erf 1542, Etwatwa Extension 2 Township, Benoni.

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

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

Brick block wall, tile roof, single storey, lounge, kitchen, two bedrooms bathroom and toilet.

The material conditions of sale are:

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price, and Value-Added Tax, both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 17,25% (seventeen comma two five per cent) per annum, on the preferent creditor's claim as contemplated in Rule 43 (7) (a) of the rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

(e) 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, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this the 23rd day of March 1994.

Neil Stuart Jury, Ground Floor, Mutual & Federal Centre, 87 Elston Avenue, Benoni. (Tel. 422-1963/4/5.) (Ref. N. S. Jury/N256.)

Case 466/94

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

In the matter between **N B S Bank Limited**, Plaintiff, and **Romokotsi Benedict Motsomane**, First Defendant, and **Maureen Monica Motsomane**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 8 February 1992, the property listed hereunder will be sold in execution on Wednesday, 4 May 1994 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

All the right, title and interest in the leasehold in respect of Erf 1589, Etwatwa Extension 2 Township, Registration Division IR, Transvaal, measuring 273 (two hundred and seventy-three) square metres, known as Erf 1589, Etwatwa Extension 2, Benoni.

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

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

Main building: Single-storey dwelling, brick, tiled roof, lounge, kitchen, two bedrooms, bathroom, toilet and boundary fenced.

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 Magistrate's Court, Harpur Avenue, Benoni.

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price, and Value-Added Tax, both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 15,25% (fifteen comma twenty-five per cent) per annum, on the preferent creditors' claim as contemplated in Rule 43 (7) (a) of the Rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

(e) 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, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this the 23rd day of March 1994.

N. S. Jury, for Neil Stuart Jury, Ground Floor, Mutual and Federal Centre, 87 Elston Avenue, Benoni. (Tel. 422-1963/4/5.) (Ref. N. S. Jury.)

Case 13139/93

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

In the matter between **N B S Bank Limited**, Plaintiff, and **Thomas Sipho Madinane**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 4 February 1992, the property listed hereunder will be sold in execution on Wednesday, 4 May 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 5930, Etwatwa Extension 3 Township, Registration Division IR, Transvaal, measuring 264 (two hundred and sixty-four) square metres, known as Erf 5930, Etwatwa Extension 3 Township, Benoni.

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

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

Wall: Brick block.

Roof: Tile.

Rooms: Single storey, lounge, kitchen, two bedrooms, bathroom and toilet.

The material conditions of sale are:

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

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

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

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

(e) 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, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this the 23rd day of March 1994.

Neil Stuart Jury, Ground Floor, Mutual and Federal Centre, 87 Elston Avenue, Benoni. (Tel. 422-1963/4/5.) (Ref. N: S. A. Jury/N256.)

Case 12298/93
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Stuart: Joseph James**, 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, 6 May 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 1484, Lenasia South Township, Registration Division IQ, Transvaal, area 600 (six hundred) square metres, situation 1484 Azalea Street, Lenasia South.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms (main en suite) kitchen, dining-room, lounge and single garage with precast walls around the property.

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

Dated at Johannesburg on the 23rd day of March 1994.

F. R. J. Jansen, for Jansen—Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N5:NT360.)

Case 6007/93

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Mpho Bongi Maloka**, First Defendant, and **Regina Maloka**, Second Defendant

On Wednesday, 4 May 1994 at 10:00, a public auction will be held at the offices of the Sheriff Magistrate's Court, Alberton, at Johria Hof, 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 thereunder sell all right, title and interest in and to the property known as:

Certain Erf 1592, Othandweni Extension 1 Township, Registration Division IR, Transvaal, situated at Site 1592, Othandweni Extension 1, Tokoza, measuring 240 (two hundred and forty) square metres, held under Certificate of Registered Grant of Leasehold TL46492/1990.

Improvements: The property consists of lounge, dining-room (combined), two bedrooms, bath/washroom and kitchen (which are not warranted or guaranteed) (hereinafter referred to as the property).

The material conditions of sale:

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof substitution therefore and, subject thereto, the property shall be sold voetstoots to the highest bidder.

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff who was 17,5% (seventeen comma five per cent) per annum, at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price 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 purchaser.

Dated at Alberton on this the 21st day of March 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/S314/93.)

Case 852/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Boy Ephraim Molatudi**, First Defendant, and **Raisibe Monicca Molatudi**, Second Defendant

On 4 May 1994 at 11:00, the undermentioned property will be sold in execution in front of the Magistrate's Court, Harper Avenue, Benoni:

Certain: Right of leasehold in respect of Erf 1393, Etwatwa Extension 2, Registration Division IR, Transvaal, situated at 1393 Etwatwa Extension 2.

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 Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

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

Full conditions can be inspected at the Sheriff's Office, 84 Princess Avenue, Benoni, and will be read out prior to the sale.

Dated at Boksburg on this the 24th day of March 1994.

Tuckers, Attorneys for Plaintiff, c/o 11 Willow Terrace, Westdene, Benoni; P.O. Box 99, Boksburg. (Tel. 892-3400.) (Ref. L. Pinheiro/H01271.)

Case 5374/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Johannes Jurgens Alfred Bornman NO**, in his capacity as Trustee from time to time of the R & N Trust, Defendant

A sale in execution will be held on 4 May 1994 at 10:00, at 142 Struben Street, Pretoria, of:

Remaning extent of Erf 204, situated in the Township of Brooklyn, Registration Division JR, Transvaal, measuring 1 276 square metres, known as 227 Lynnwood Road, Brooklyn.

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

Single-storey dwelling, brick walls, fitted carpets, novilon, wooden strips, IBR roof, lounge, dining-room, kitchen, three bedrooms, two bathrooms, two w.c.'s, front stoep, scullery bar, two servant rooms with w.c. and shower. Part of outbuilding: Two offices/bar, store, w.c. and shower, brick walls concrete walls, gates, swimming-pool, pavings and four aircons.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9934.)

Case 13465/93

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

In the matter between **The Town Council of Boksburg**, Plaintiff, and **P. H. A. and A. M. Jonk**, Defendant

The undermentioned property will be sold without reserve and with a deposit of 10% (ten per cent) by the Sheriff at 182 Leeuwpoot Street, Boksburg, on 20 May 1994 at 11:15, where the conditions of sale may be inspected:

Erf 882, Dawn Park Extension 2, Boksburg, Registration Division IR, Transvaal, known as 5 Nancy Street, Dawn Park, Boksburg, measuring 900 square metres.

Improvements (which are not guaranteed to be correct):

Outbuildings: Three bedrooms, bathroom, lounge, dining-room and kitchen. No further plans available.

J. P. J. van Vuuren, for Malherbe Rigg & Ranwell, Second Floor, United Building, 324 Commissioner Street, Boksburg. (Tel. 892-2040.) (Ref. A. van Tonder.)

Case 12926/93

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Alfred Peter Matalane**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 3 December 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 11 May 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: All right, title and interest in the leasehold in respect of Erf 14569, Daveyton Extension 3, formerly known as Site 169, Daveyton Extension 3 Township, General Plan L140/1980, Land Surveyor's Plan, Area of Jurisdiction of the Chief Commissioner, Witwatersrand, Registration Division IR, Transvaal, situated on 169 Dzingwa Crescent, Daveyton, District of Benoni, measuring 800 (eight hundred) square metres.

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

Building built of brick, plaster, tiled roof, residence comprising lounge, kitchen, three bedrooms, bathroom and toilet. Utility room. *Fencing:* Wire.

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

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

Dated at Benoni on this the 24th day of March 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Kok/N20019.)

Case 10282/93

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **John Gregory Bond**, First Defendant, and **Diane Bond**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 4 October 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 13 May 1994 at 11:00, at the office of the Sheriff, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain: Erf 1137, Leachville Extension 1 Township, Registration Division IR, Transvaal, situated on 91 Augrabies Avenue, Leachville, in the Township of Leachville, District of Brakpan, measuring 660 (six hundred and sixty) square metres.

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

Plastered bricks, tiled roof, residence comprising combined lounge and dining-room, three bedrooms, bathroom, kitchen. *Outbuilding:* Toilet only. *Fencing:* Pre-cast.

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, Brakpan.

Dated at Benoni on this the 24th day of March 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NB7694/Mrs Kok.)

Case 8356/92

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

In the matter between **Allied Bank** (a Division of ABSA Bank Ltd), Plaintiff, and **Mrs A. K. Williams**, Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston and writ of execution dated 23 September 1992, the property listed herein will be sold in execution on Monday, 9 May 1994 at 10:00, at the offices of the Sheriff, Magistrate's Court, Du Pisanie Building, Joubert Street, Germiston, to the highest bidder:

Portion 2 of Erf 56, Eastleigh Township, Registration Division IR, Transvaal, situated at 6 Terrace Road, Eastleigh, Edenvale, measuring 1 665 square metres.

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

Improvements: Dwelling-house under iron roof consisting of lounge, kitchen, three bedrooms and bathroom. *Outbuildings:* Double garage.

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

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

Date: 25 March 1994.

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

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Eerste Nasionale Bank van SA Beperk**, Eiser (Eksekusieskuldeiser), en **P. R. D. Klynsmith**, Verweerder (Eksekusieskuldenaar)

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 5 November 1993, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 6 Mei 1994 om 10:00, by die kantore van die Balju, Beaconsfieldlaan 41A, Vereeniging:

Beskrywing: Sekere verbeterde eiendom geleë in die dorpsgebied Three Rivers-uitbreiding 1, Vereeniging, Registrasieafdeling IQ, Transvaal, synde Erf 383, groot 1 571 (een vyf sewe een) vierkante meter.

Drieslaapkamerteëldakwoning met dubbele geriewe, enkelmotorhuis en betonomheining.

Die straatadres van die eiendom is Ring Road 158, Three Rivers, Vereeniging.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalinge 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 koopprijs betaal onmiddellik na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van die verkoop vir die balans van die koopprijs.

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

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

Gedateer te Vereeniging op hierdie 16de dag van Maart 1994.

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

Saak 13/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Eerste Nasionale Bank**, Eiser, en **Peter Colin Beresford**, Verweerder

Kragtens vonnis van die bogemelde Landdroshof gedateer 8 Februarie 1994, en die daaropvolgende lasbrief vir eksekusie, word die volgende eiendom in eksekusie deur die Balju, Landdroshof, Meyerton, te Lochstraat 51, Meyerton, op 28 April 1994 om 10:00, aan die hoogste bieder verkoop:

Resterende gedeelte van Erf 1901, Henley on Klip.

Tien persent (10%) van die koopprijs is kontant betaalbaar onmiddellik na die veiling en die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, Meyerton, binne 14 (veertien) dae, bereken vanaf datum van koop, welke waarborg betaalbaar is op datum van registrasie van transport.

Die volgende inligting word onder die aandag van die voornemende koper gebring, maar niks word gewaarborg nie:

Teëldakwoonhuis met vier slaapkamers, twee badkamers, sitkamer, eetkamer en TV-kamer.

Geleë te Erf 1901, hoek van Regatta- en Shillingfordstraat, Henley on Klip.

Die volledige verkoopvoorwaardes sal bindend wees op die koper en kan gedurende kantoorure te die Balju, Landdroshof, Meyerton, besigtig word.

Geteken te Meyerton op hierdie 14de dag van Maart 1994.

McLoughlin Porter, Lochstraat 15D, Meyerton. (Verw. A. Meintjes/E225.)

Saak 9440/92

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Marius Mathys van Rhyn**, Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie gedateer 12 Februarie 1993, sal die hierondervormde eiendom geregtelik verkoop word op 6 Mei 1994 om 11:00, te die kantoor van die Balju, Gedeelte 83, De Onderste-poort, Bon Accord, aan wie die hoogste aanbod maak:

Gedeelte 33 van Erf 68, The Orchards, Pinestraat 7, The Orchards, groot 991 vierkante meter, gehou kragtens Akte van Transport T77990/1988.

Die volgende verbeterings is op die eiendom aangebring:

Gepleisterde platdakwoning bestaande uit drie slaapkamers, sitkamer, TV- en gesinskamer, eetkamer, kombuis en twee badkamers. Buitegeboue bestaan uit bediendekamer en toilet met drie motorhuise, eie boorgat en die eiendom is omhein met betonmure.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping geplaas sal word lê ter insae te die kantoor van die Balju vir die distrik Wonderboom, en bevat onder andere die volgende voorwaardes:

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

(b) Die koper moet ook alle agterstallige bedrae aan die Stadsraad van Akasia, ten opsigte van onder andere erfbelasting betaal.

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

Geteken te Pretoria op hede die 14de dag van Maart 1994.

W. J. S. Bekker, vir Wilsenach Van Wyk Goosen & Bekker, Gerdorsentrum 10, Burgerstraat 299, Pretoria-Noord. (Tel. 55-4137/8/9.) (Verw. mev. Vos 75/065/3.)

Saak 1157/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PIET RETIEF GEHOU TE PIET RETIEF

In die saak tussen **Nedcor Bank Bpk.**, voorheen bekend as Nedperm Bank Bpk., Eiser, en **A. B. Sehlakgwe**, Verweerder

Ingevolge 'n uitspraak in die Landdroshof, Piet Retief, gehou te Piet Retief, en lasbrief tot eksekusie gedateer 26 November 1993, sal die volgende vaste eiendom verkoop word aan die hoogste bieder per publieke veiling op 6 Mei 1994 om 10:00, voor die hoofingang van die Landdroskantoor, Piet Retief, naamlik:

Perseel 1957, in die dorpsgebied Ethandakukhanya-uitbreiding 1, Registrasieafdeling HT, Transvaal, groot 375 (driehonderd vyf-en-sewentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL50511/90.

Verbeter met woonhuis en buitegeboue.

Verkoop- en betaalvoorwaardes:

Die eiendom sal verkoop word aan die hoogste bieder op die voorwaardes soos neergelê in die voorwaardes van verkoping wat besigtig kan word by die kantoor van die Balju, Piet Retief, of die prokureurs van die Eiser.

J. Grey, Prokureur vir Eiser, Die Regskamer, Smitstraat 15, Posbus 122, Piet Retief, 2380. [Tel. (01343) 4284/5.] [Faks. (01343) 3313.] (Verw. JG/ms/NEDC INV/S 739.)

Case 27895/92
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Parkies, Phomolo Arthur**, 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 6 May 1994 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Erf 16240, situated in the Township of Vosloorus Extension 16, Registration Division IQ, Transvaal, being 16240 Ibinda Street, Vosloorus Extension 16, Boksburg, measuring 258 (two hundred and fifty-eight) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 14th day of March 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/P.130.)

Case 11620/93
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 **Rapodi, Sefako Abel**, First Execution Debtor, and **Semela, Dimu Jakob**, 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 6 May 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 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Erf 162, situated in the Township of Vosloorus Extension 5, Registration Division IR, Transvaal, being 162 Vosloorus Extension 5, Boksburg, measuring 284 (two hundred and eighty-four) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 14th day of March 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/R.163.)

Case 33428/93
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 **Roets: Johannes Gerhardus Steyn**, 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 6 May 1994 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Erf 41, situated in the Township of Freeway Park, Registration Division IR, Transvaal, being 22 Groenhof Road, Freeway Park, Boksburg, measuring 1 024 (one thousand and twenty-four) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 March 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/R.191.)

Case 33171/93
PH 135

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

In the matter between **Eskom Finance Company (Proprietary) Limited**, Plaintiff, and **Mjoli, Thembela Allen**, Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at Main Hall, Magistrate's Court, on 6 May 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, Main Hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale, of the undermentioned property situated at:

2482 Jacksonville Street, Evaton; Residensia being Erf 2482, Evaton West Township, Registration Division IQ, Transvaal, measuring 287 (two hundred and eighty-seven) square metres, held by Certificate of Registered Grant of Leasehold TL20456/1990, which is zoned as Residential and consists of (not guaranteed):

A dwelling: Lounge, kitchen, three bedrooms, bathroom and w.c.

2. **Terms:**

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

2.2 Auctioneer'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 18th day of March 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 31098/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NBS Bank Limited**, Plaintiff, and **Mongwana: Dan Thulani**, 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 Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on 4 May 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Alberton, prior to the sale:

Certain: All the right, title and interest in the leasehold in respect of Erf 885, Likole Township, Registration Division IR, Transvaal, situated at 885 Likole Section, Katlehong, Alberton, being the *domicilium citandi et executandi*, measuring 342 (three hundred and forty-two) square metres.

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

Building built of brick, plaster and paint, tiled roof, comprising a lounge, three bedrooms, bathroom, kitchen 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 this 17th day of March 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Kok/N20013.)

Case 29086/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NBS Bank Limited**, Plaintiff, and **Chokwe: Memesi Moses**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on 4 May 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Alberton, prior to the sale:

Certain: All the right, title and interest in the leasehold in respect of Stand 1286, Othandweni Extension 1 Township, Registration Division IR, Transvaal, situated at 1286 Othandweni Extension 1, Tokoza, Alberton, being the *domicilium citandi et executandi*, measuring 286 (two hundred and eighty-six) square metres.

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

Building built of bricks, plaster and paint, tiled roof, comprising a dining-room, two bedrooms, bathroom, kitchen 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 this 17th day of March 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Kok/N20013.)

Case 31097/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NBS Bank Limited**, Plaintiff, and **Moloi: Simon**, First Defendant, and **Moloi: Salome**, 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 Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on 4 May 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Alberton, prior to the sale:

Certain: All the right, title and interest in the leasehold in respect of Erf 268, Siluma View Township, Registration Division IR, Transvaal, situated at 268 Siluma View, Katlehong, Alberton, being the *domicilium citandi et executandi*, measuring 299 (two hundred and ninety-nine) square metres.

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

Building built of concrete blocks and plaster, tiled roof, comprising a lounge, two bedrooms, bathroom, kitchen 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 of the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Dated at Johannesburg on this 17th day of March 1994.

Hammond Pole & Dixon, c/o Mark Yamin, Hammond & Partners, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Kok/N20013.)

Case 12032/92

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

In the matter between **Germiston City Council**, Plaintiff, and **P. A. Dawson**, Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston, and writ of execution dated 5 November 1993, the property listed herein will be sold in execution on Monday, 2 May 1994 at 10:00, at the offices of the Sheriff Magistrate's Court, Du Pisanie Building, Joubert Street, Germiston, to the highest bidder:

Erf 160, South Germiston Township, Registration Division IR, Transvaal, situated at 4 Argyl Street, Germiston, measuring 679 square metres.

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

Improvements: Dining-room, lounge, three bedrooms, kitchen, bathroom, two toilets, carport, precast walling and tiled roof.

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

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

Dated on this 18th day of March 1994.

Wright, Rose-Innes, Plaintiff's Attorneys, Allied Building, 170 Meyer Street, Germiston. (Ref. COLL/WM.)

Case 02142/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **City of Johannesburg Pension Fund**, Plaintiff, and **Mpho Gift Selahia**, 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, on 5 May 1994 at 10:00, of the undermentioned property of the Defendant on the conditions read out by the auctioneer at the offices of The Sheriff, 131 Marshall Street, Johannesburg, prior to the sale and which may be inspected at the offices of the acting Sheriff, Soweto West, Second floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale, namely:

Portion 52 of Erf 1994, Protea Glen Extension 1 Township, Registration Division IQ, Transvaal, in extent 254 square metres, held by Certificate of Ownership TE41882/1992, situated at Portion 52 of Erf 1994, Protea Glen Extension 1 Township.

The following improvements are on the property and are reported but nothing is guaranteed: A single-storey residence.

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

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

5% (five per cent) on 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 of R6 000 (six thousand rand), minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 18th day of March 1994.

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

Case 21201/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Setsane David Hlabane**, First Defendant, and **Ntombini Paulina Hlabane**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suite, a sale will be held by the Sheriff of Wonderboom, on Friday, 6 May 1994 at 11:00, at the office of the Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, Old Warmbaths Road, Bon Accord), of the undermentioned property of the Defendants, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Leasehold Site 359 Block M in the Township of Soshanguve, District of Pretoria, measuring 450 square metres, situated in the area of jurisdiction of the Regional Representative Development Aid, known as 359 Block M Soshanguve.

The following information is furnished, though in this regard is guaranteed:

A dwelling consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

Terms: The sale is without reserve. Deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff, Wonderboom, within fourteen (14) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, Portion 83, De Onderstepoort (Old Warmbaths Road, Bon Accord).

Dated at Pretoria on this the 18th day of March 1994.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Beach/jm/58607.)

Case 8890/93

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Adam Tshenyegelo Manchidi**, First Defendant,
and **Sophy Josephine Manchidi**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suite, a sale will be held by the Sheriff of Brits, on Friday, 6 May 1994 at 08:30, at the Sheriff's Office, 46 Ludorf Street, Brits, of the undermentioned property of the Defendants, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Erf 3089, situated in the Township of Lethlabile, Registration Division JQ, Transvaal, measuring 587 square metres, held by virtue of Deed of Grant 399/87(T53397/92) also known as 3089 Zone 5, Lethlabile, Brits.

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

A dwelling consisting of lounge, kitchen, three bedrooms, bathroom, and separate toilet and wire fencing.

Terms: The sale is without reserve. Deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff, Brits, within fourteen (14) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, 46 Ludorf Street, Brits.

Dated at Pretoria on this the 18th day of March 1994.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria.
(Ref. Mrs Beach/jm/57530.)

Case 2751/93

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

In the matter between **De Jager Kruger & Van Blerk**, Plaintiff, and **G. J. Geere**, Defendant

Notice is hereby given that in terms of a warrant of execution issued in the above-mentioned Court on 9 August 1993, the following property being:

Erf 51, Krugersrus Township, Registration Division IR, Transvaal, measuring 1302 square metres, address 9 Settler Street, Krugersrus, Springs, will be sold in execution on 29 April 1994 at 15:00, at the offices of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder.

The following improvements appear to have been erected on the property, but is not guaranteed:

Improvements: Brick building, tiled roof, lounge, dining-room, kitchen, two bathrooms, three bedrooms, double garage.

Conditions of sale:

Payment of the purchase price will be by way of a cash deposit in the sum of 10% (ten per cent) of the purchase price on the date of sale, and the balance on the date of registration of transfer. The conditions of sale will lie for inspection with the relevant Sheriff of the Court prior to the sale for perusal of all parties interested.

Thus done and signed at Springs on this the 24th day of February 1994.

A. C. Kruger, for De Jager Kruger & Van Blerk, Second Floor, Sanlam Centre, Fourth Street, P.O. Box 1078, Springs.
(Tel. 812-1455/6/7/8.)

Saak 7090/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Bankorp Bepark**, Eiser, en **D. W. P. van Niekerk**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 22 Februarie 1994, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Suid, te Strubenstraat 142, Pretoria, aan die hoogste bieder op 4 Mei 1994 om 10:00:

Erf 88, geleë in die dorpsgebied Verwoerdburg, Registrasieafdeling JR, Transvaal, groot 2 008 (twee duisend-en-agt) vierkante meter (beter bekend as Van Riebeecklaan 36, Verwoerdburg).

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie:

Drie slaapkamers, sit-/eetkamer, gesinskamer, kombuis, badkamer en twee motorafdakke.

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-Suid.

Geteken te Pretoria op hierdie 21ste dag van Maart 1994.

S. E. du Plessis, vir Van der Merwe, Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Mev. Prinsloo/JT25018.)

Saak 8254/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk**, Eiser, en **P. J. Smith**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 24 Februarie 1994, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule) ou Warmbadpad, Bon Accord, aan die hoogste bieder op 6 Mei 1994 op 11:00:

Gedeelte 16 soos getoon en meer volledig beskryf op Deelplan SS1/77 in die skema bekend as Magnisynd geleë in die dorpsgebied Pretoria-Noord in die Plaaslike Bestuur van die Stadsraad van Pretoria, groot 99 (nege-en-negentig) vierkante meter (beter bekend as Magnisyndwoonstelle 16, Danie Theronstraat 224, Pretoria-Noord.)

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbetering word verskaf maar nie gewaarborg nie:

'n Duplekswoonstel met drie slaapkamers, badkamer, sit-/eetkamer, kombuis met motorhuis.

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

Geteken te Pretoria op hierdie 18de dag van Maart 1994.

S. E. du Plessis, vir Van der Merwe, Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (S. du Plessis/Mev Engels/JR48017.)

Saak 744/91

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **G. S. Maletse**, Eerste Verweerder, en **A. L. Maletse**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 6 Mei 1994, om 11:00, te Baljukantoor, Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop te word:

Die reg, titel en belang van Erf 791 GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag TL1995/90, grootte 300 vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen en of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee 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 15de dag van Maart 1994.

H. C. Smalberger, vir Hack Stupel & Ross, H S R-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Smalberger/B 49/121/cn.)

Saak 30952/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **P. Gouws**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 12 Julie 1993, sal die onderstaande eiendom op 5 Mei 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 bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 5 van Erf 1298, geleë in die dorpsgebied Pretoria, Registrasieafdeling JR, Transvaal, bekend as Vom Hagenstraat 148, Pretoria, gesoneer vir 'n woonhuis.

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

Verbandhouer(s): Santam, 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-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 17de dag van Maart 1994.

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

**Case 33732/93
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 **Sennelo, Walter Ratsie**, Execution Debtor, and **Sennelo, Eunice**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office Roodepoort, on 6 May 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain: Erf 1823, situated in the Township of Doornkop Extension 1, Registration Division IQ, Transvaal, being 1823 Doornkop Extension 1, Roodepoort, measuring 300 (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 tiled roof, comprising kitchen, lounge/dining-room, two bedrooms and a bathroom.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 21st day of March 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/S498/cb.)

Case 18454/93

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

In the matter between **P G Timbers (Pty) Ltd**, Plaintiff, and **W. L. Visser**, Defendant

A sale will be held on Friday, 6 May 1994 at 11:00, at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord):

Portion 13, Erf 675, Theresa Park Extension 1, Registration Division JR, Transvaal, measuring 1 094 square metres, situated at 45 Ystervark Avenue, Theresa Park Extension 1, Pretoria North.

Particulars are not guaranteed: Unimproved stand.

Inspect conditions of sale at the Sheriff of the Court, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Dated at Pretoria on this the 22nd day of March 1994.

M. Nixon, for Nixon & Collins, Attorneys for Plaintiff, Third Floor, Perm Building, 171 Van der Walt Street, Pretoria. [Tel. (012) 323-8633.] (Ref: NIXON/GW/MN1075.)

Saak 5944/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Bepers**, Eiser, en **J. A. Grobler**, Eerste Verweerder, en **E. B. Grobler**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 22 Februarie 1994, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof Pretoria Sentraal, te Mescorhuis, Margarethastraat 30, Pretoria, aan die hoogste bieder 24 Mei 1994 om 10:00:

Resterende Gedeelte van Gedeelte 1 van Erf 62, geleë in die dorpsgebied Rietfontein, Registrasieafdeling JR, Transvaal, groot 1 480 (eenduisend vierhonderd-en-tagtig) vierkante meter (beter bekend as 364 15th Avenue, Rietfontein.)

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbetering word verskaf maar nie gewaarborg nie:

'n Drieslaapkamerwoonhuis met sitkamer, eetkamer, kombuis, badkamer, opwaseenheid, enkelgarage, boorgat met pomp, lapa en swembad.

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-Sentraal.

Geteken te Pretoria op hierdie 21ste dag van Maart 1994.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR48015.)

Case 129604/93**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 **Miss Elaine Margaret Uys**, Defendant

Pursuant to a judgment of the above Honourable Court dated 28 January 1994, and a warrant of execution dated 10 February 1994, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 20 May 1994, at 10:00, in front of the Court-house, Fox Street entrance, Johannesburg:

Certain: Section 54, Greenacres, West Turffontein Township, Registration Division IR, Transvaal, situation Flat 219, Greenacres, 67 Beaumont Street, West Turffontein, Johannesburg:

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

Improvements: A simplex unit consisting of a bedroom, lounge/dining-room, kitchen and bathroom.

Communal facilities: A laundromat, and a pool, area 82 square metres.

Property's held: Under Sectional Title ST132/1985 (54) (Unit).

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 the date of sale to the Sheriff for the Magistrate's Court, the full conditions of sale may be inspected at the offices of the Sheriff, 100 Sheffield Street, Turffontein, Johannesburg.

Dated at Johannesburg on this the 24th day of March 1994.

R. Reichman-Israelsohn, for Israelsohn von Zwiklitz, Plaintiff's Attorneys, Hunts Corner, 20 New Street South; P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BR3727/COLL/PM/LB.)

Saak 13113/93**IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PETORIA**

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **C. M. van Rensburg**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 15 Julie 1993 sal die onderstaande eiendom op 4 Mei 1994 om 10:00, te die kantoor van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit: Erf 1798, geleë in die dorpsgebied Silverton-uitbreiding 9, Registrasieafdeling JR, Transvaal, bekend as Granietstraat 518, Silverton-uitbreiding 9.

Sonering: Spesiaal (hoofdoel woongeboue), twee vloere 20/ha, 30% dekking.

Beskrywing: Onbeboude erf.

Verbandhouer(s): Trustbank, Unitedgebou, Pretoriusstraat 243, 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 16de dag van Maart 1994.

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

Saak 15142/90

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 **Kgotso Doyle Mcfadden Mampie**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op 18 September 1990 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Brits, op 6 Mei 1994 om 08:30, te Ludorfstraat 46, Brits, verkoop:

Sekere Perseel 2025, geleë in die woongebied Lethlabile, distrik Brits, soos aangedui op Algemene Plan PB324/78 in die jurisdiksiegebied van die streekvertegenwoordiger van die Departement van Ontwikkelingshulp.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit twee slaapkamers, sit/eetkamer, studeerkamer, kombuis, afdak, toilet (apart) en badkamer.

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.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF0113).]

Case 6251/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Penduka, Lwandle**, First Defendant, and **Penduka, Joyce Nomeyisi**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff at 182 Leeupoort Street, Boksburg, on 6 May 1994 at 11:15, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff at 182 Leeupoort Street, Boksburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 6430, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, situated at Erf 6430, Vosloorus Extension 9 Township.

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

The property is zoned residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on 24 March 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. P11118/SC.)

Case 23339/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Butelezi, Vusumuzi Lucky**, 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 182 Leeupoort Street, Boksburg, on 6 May 1994 at 11:15, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff at 182 Leeupoort Street, Boksburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 20707, Vosloorus Extension 30 Township, Boksburg, Registration Division IR, Transvaal, measuring 240 (two hundred and forty) square metres, situated at Erf 20707, Vosloorus Extension 30 Township, Boksburg.

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

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 23rd day of March 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. B24213/SC.)

Case 18888/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mphendukana, Penrose**, First Defendant, and **Mphendukana, Tamsanqa Lawrence**, Second Defendant, and **Mphendukana, Eugenia Nonkosi**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 5 May 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale (short description of property, situation, and street number).

All right, title and interest in the leasehold in respect of Erf 3562 (previously known as 1523B), Emdeni Township, Registration Division IQ, Transvaal, measuring 233 (two hundred and thirty-three) square metres, situated at Erf 3562 (previously known as Erf 1523B), Emdeni Township.

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

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 18th day of March 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. M23876/PC.)

Case 34032/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mtimkulu, Dumisani Richard**, 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 5 May 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale (short description of property, situation, and street number).

Erf 11766, Pimville Zone 6 Township, Registration Division IQ, Transvaal, measuring 273 (two hundred and seventy-three) square metres, situated at Erf 11766, Pimville Zone 6, Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, lounge, dining-room, kitchen, three 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 the 21st day of March 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. M25762/PC.)

Case 02075/94

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

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the salesrooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, on 6 May 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the salesrooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, prior to the sale (short description of property, situation, and street number).

All right, title and interest in the leasehold in respect of Erf 11495, Dobsonville Extension 4 Township, Roodepoort, Registration Division IQ, Transvaal, measuring 160 (one hundred and sixty) square metres, situated at Erf 11495 Dobsonville Extension 4 Township, Roodepoort.

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

The property is zoned Residential.

Terms: 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 23rd day of March 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. M26144/PC.)

Case 7377/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mankune, Mzoli Carmen**, First Defendant, and **Mankune, Nomsa Beuty**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 5 May 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 (short description of property, situation, and street number).

Remaining Extent of Erf 265, Mid Ennerdale Township, Registration Division IQ, Transvaal, measuring 992 (nine hundred and ninety-two) square metres, situated at 265 Fifth Avenue, Mid Ennerdale Township.

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

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 24th day of March 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. M23174/PC.); C/o N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 20154/91

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Langa, Madimetja Isaac**, First Defendant, and **Langa, Dikeledi Cynthia**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 5 May 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 524, Diepkloof Extension Township, Registration Division IQ, Transvaal, measuring 687 (six hundred and eighty-seven) square metres, situated at Erf 524, Diepkloof Extension Township, Soweto.

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

Outbuilding: Single garage.

The property is zoned.

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 18th day of March 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. L15834/SC.)

Case 13554/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Lekhetho, Gumede Johannes**, First Defendant, and **Lekhetho, Balaile Eldah**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 5 May 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 131 (now renumbered 6739), Emdeni Extension 2 Township, Registration Division IQ, Transvaal, measuring 294 (two hundred and ninety-four) square metres, situated at Erf 131 (now renumbered Erf 6739), Emdeni Extension 2 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, lounge, two bedrooms, kitchen, bathroom, toilet, fenced with wire.

The property is zoned.

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 18th day of March 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. L14837/SC.)

Case 6052/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Ntabejane Simon Manti**, First Defendant, and **Ntabejane, Sina**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 5 May 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 133 (now renumbered Erf 6741), Emdeni Extension 2 Township, Registration Division IQ, Transvaal, measuring 294 (two hundred and ninety-four) square metres, situated at Erf 133 (now renumbered Erf 6741), Emdeni Extension 2 Township.

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

The property is zoned.

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 18th day of March 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. N14146/SC.)

Saak 6094/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Trust Bank, Eiser, en **Tobias George Grobler**, Verweerder

Ingevolge 'n vonnis en lasbrief vir eksekusie, gedateer 1 Julie 1993, sal die ondergenoemde eiendom in eksekusie verkoop word sonder reserve aan die hoogste bieder deur Libra Afslaaers, te die perseel van Loodsbergweg 29, Rondebult, Germiston, op 5 Mei 1994 om 11:00:

Beskrywing van eiendom: Erf 19, Rondebult-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 245 (een twee vier vyf) vierkante meter, soos gehou kragtens Transportakte T31983/1992, geleë te Loodsbergweg 29, Rondebult, Germiston.

Verbeteringe: Geen waarborg egter ten opsigte hiervan gegee nie: 'n Teëldak met 'n eetkamer, sitkamer, drie slaapkamers, kombuis, badkamer, toilet, motorhuis, swembad, hele huis omring met betonmure.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan Artikel 66 van die Landdroshofwet, Wet No. 32 van 1944.

2. Die koper sal verantwoordelik wees vir betaling aan die Eiser van rente teen 23% (drie-en-twintig persent) per jaar op die vonnisskuld vanaf 11 Julie 1993 tot datum van registrasie van transport.

3. Die koopprys sal as volg betaalbaar wees:

(a) 10% (tien persent) daarvan onmiddellik na ondertekening van die verkoopvoorwaardes, betaalbaar aan Balju, Springs.

(b) die balans van die koopprys binne 21 (een-en-twintig) dae, in kontant, of verseker deur 'n bank- of bougenootskap waarborg, sodanige betaling en/of waarborg moet verskaf word aan die Balju.

4. Die voorwaardes van verkoping wat uitgelees sal word deur Libra Afslaaers, onmiddellik voor die geregtelike verkoping, sal by sy kantore ter insae lê, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Gedateer te Springs op hede die 23ste dag van Maart 1994.

C. I. Hitchinson, vir J. R. du Plessis & Burger, Prokureur vir Eiser, Eerste Verdieping, Alliedgebou, Vyfdelaan, Posbus 880, Springs. (Verw. Hitchinson/fn/TX225.)

Saak 133505/92

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Mercantile Bank Beperk**, Vonnisskuldeiser, en **Nombulelo Jessie Mbata**, Eerste Vonnisskuldenaar, **Hendrik Mbatha**, Tweede Vonnisskuldenaar, en **Monica Mbatha**, Derde Vonnisskuldenaar

Hiermee word kennis gegee dat ingevolge 'n uitspraak van die Landdroshof in bogenoemde saak op 1 Desember 1992 en ten uitvoerlegging van 'n labrief vir uitwinning sal die Balju van Alberton, op 4 Mei 1994 om 10:00, te die kantore van die Balju, Johria Court, Du Plessisstraat 4, Florentia, geregtelik verkoop, sonder 'n reserweprys:

Sekere Erf 2253, Tokoza-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 292 vierkante meter, gehou kragtens Transportakte TL25401/1990.

Die eiendom is geleë te Janistraat 2253, Tokoza, Alberton, en is 'n woonhuis, bestaande uit: Sitkamer, twee slaapkamers en toilet.

1. Die koper moet op die dag van verkoping die volgende bedrae in kontant of per bankgewaarborgde tjek betaal:

1.1 'n Deposito van 10% (tien per centum) van die koopprys;

1.2 afslaersgelde ten bedrae van 4% (vier per centum) van die opbrengs van die verkoping met 'n minimum bedrag van afslaersgelde van R50 (vyftig rand);

2. Die koper moet die volgende bedrae op aanvraag van die prokureur van die Vonnisskuldeiser voor transport van die eiendom betaal:

2.1 Alle agterstallige heffings, belastings, hereregte, transportkoste en ander uitgawes wat nodig is om transport te laat geskied;

2.2 rente op die bedrag van die toekenning in die distribusieplan aan die Eksekusieskuldeiser vanaf datum van verkoping tot datum van oordrag van eiendom;

2.3 die balans van die koopprys teen transport betaalbaar 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 21 (een-en-twintig) dae na datum van verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat nagegaan kan word by die kantore van die Balju, Alberton, voor en ten tye van die verkoping, te Johria Court, Du Plessisstraat 4, Florentia, of by die perseel van die prokureurs vir die Vonnisskuldeiser Smit Hauptfleisch & Vennote, Eerste Verdieping, North State-gebou, Marketstraat 95 (hoek van Kruisstraat), Johannesburg.

Geteken te Johannesburg op hierdie 22ste dag van Maart 1994.

H. H. Smit, vir Smit Hauptfleisch & Vennote, Eerste Verdieping, North State-gebou, Marketstraat 95 (hoek van Kruisstraat); Posbus 1183, Johannesburg. (Tel. 333-8541.) (Verw. PCH/MDB/CDT/21888.)

Saak 4532/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Metaxia Kyriatzi**, Eerste Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof, Evander, en lasbrief vir eksekusie gedateer 6 Desember 1993 sal die eiendom hieronder genoem verkoop word in eksekusie op 4 Mei 1994 om 12:00; by die Balju se kantore, Evander, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, eetkamer, kombuis, vier slaapkamers, twee badkamers, enkelmotorhuis, motorafdak en bediendekwartiere.

Eiendom: Erf 5934, Secunda-uitbreiding 17, Registrasieafdeling IS, Transvaal, groot 967 (negehonderd sewe-en-sestig) vierkante meter, gehou kragtens Akte van Transport T45701/89, geleë te Bosbokstraat 2, Secunda.

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

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

Gedateer te Secunda op hierdie 30ste dag van Maart 1994.

Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/E.383.)

Saak 6067/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Stadsraad van Benoni**, Eksekusieskuldeiser, en **P. P. Moloi**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 12 Julie 1993, en 'n lasbrief vir eksekusie gedateer 21 Julie 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 4 Mei 1994 om 11:00:

Erf 2439, Crystal Park-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 917 vierkante meter, gehou kragtens Akte van Transport T41222/1991, beter bekend as Sentruststraat 15, Crystal Park, Benoni.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie: 'n Woonhuis bestaande uit twee slaapkamers, sitkamer, eetkamer, kombuis en badkamer. Buitegeboue bestaande uit enkelmotorhuis.

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, Princeslaan 84, Benoni.

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

3. Koopprijs is soos volg betaalbaar:

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

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

Gedateer te Benoni hierdie 30ste dag van Maart 1994.

Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Eerste Verdieping, Marilest-gebou, Woburnlaan 72; Posbus 1423, Benoni, 1500. (tel. 422-2435.) (Verw. mnr. De Heus/mev. Maartens/CC2435.)

Case 24576/93

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 **Sheridan-Fosse Jane Helene**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at Ground Floor, Fluor House, 100 Grayston Road, Sandown, on 6 May 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 279, situated in the Township of Blairgowrie, Registration Division IQ, Transvaal, being 33 Nelson Drive, Blairgowrie, Randburg.

Measuring: 1 289 (one thousand two hundred and eighty-nine) square metres.

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

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

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

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

Dated at Johannesburg on this 30th day of March 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/S467/cb.)

Case 27108/92
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **The Trustees for the time being of the Peter Riskowitz Family Trust**, 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 6 May 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 1387, situated in the Township of Bryanston, Registration Division IR, Transvaal, being 82 Devonshire Avenue, Bryanston.

Measuring: 4 579 (four thousand five hundred and seventy-nine) square metres.

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

A detached single storey brick built residence with slate roof, comprising kitchen, lounge/dining-room, entrance-hall, family room, study, dressing-room, separate toilet, four bedrooms, three bathrooms with outbuildings with similar construction comprising of double garage, carport, two servants' rooms, toilet, bathroom, laundry, swimming-pool and tennis court.

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

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

Dated at Johannesburg on this 30th day of March 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/P.127.)

Saak 4167/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **ABSA Bank Bpk.**, 86/05794/06, handeldrywend as **United Bank**, Eiser, en **Gedeelte 116 ('n gedeelte van Gedeelte 99) van die plaas Kaalplaats 577**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 28 Julie 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word deur die Balju, Landdroshof, Vanderbijlpark, aan die hoogste bieder, op 20 Mei 1994 om 10:00, by die Landdroshof, Vanderbijlpark, te wete:

Gedeelte 116 ('n gedeelte van Gedeelte 99) van die plaas Kaalplaats 577, Registrasieafdeling IQ, Transvaal, groot 2,8513 hektaar.

Verbeterings: Sitkamer, eetkamer, twee slaapkamers, volledige badkamer, kombuis, werkskamer en motorhuis.

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 die Verbandhouer en ander preferente krediteure.

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

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

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

Gedateer te Vanderbijlpark op hierdie 29ste dag van Maart 1994.

D. H. du Plessis, vir Du Plessis, Pienaar & Swart, Tweede Verdieping, Ekspasentrum, Vanderbijlpark. (Tel. 81-2031/6) (Verw. E30040/R. Ellis.)

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Landdroshof, Vanderbijlpark, 1939, op Vrydag, 20 Mei 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) Onmiddellik 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 5% (vyf persent) van die opbrengs van die verkoping, betaalbaar deur die koper tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum van R6 000 met 'n minimum van R200, onmiddellik 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 bepalinge 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 9582/1993.

Vonnisskuldenaar: **M. J. Khala.**

Eiendom: Gedeelte 5 van Erf 8018, Evaton-Wes-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Grootte van eiendom: Groot: 335 vierkante meter.

Beskrywing van eiendom: Woonhuis met geen ander buitegeboue.

Straatadres van eiendom: Gedeelte 5 van Erf 8018, Evaton-Wes, distrik Vanderbijlpark.

Rente op vonnisskuld: 18% (agtien persent).

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging, 1930. (Verwys. mev. Davel/6/533.)

Saak 7917/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **P. A. Mashiya**, Eerste Verweerder, en **T. L. Manana**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 7 Desember 1993, en 'n lasbrief vir eksekusie gedateer 1 Desember 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 4 Mei 1994 om 10:00, deur die Balju vir die Landdroshof te Johriahof, Du Plessisstraat, Alberton, naamlik:

Sekere Standplaas 97, Siluma View-dorpsgebied, Katlehong, Registrasieafdeling IR, Transvaal, ook bekend as Standplaas 97, Siluma View-dorpsgebied, Katlehong, groot 309 vierkante meter, gehou deur P. A. Mashiya & T. L. Manana, gehou onder Akte van Transport TL23283/90.

Sonering: Residensiële.

Spesiale gebruiksvergunninge of vrystellings: Geen.

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

Hoofgebou: Teëldak met gepleisterde baksteenmure, bestaande uit kombuis, sitkamer, drie slaapkamers en badkamer met toilet.

Buitegeboue: Geen.

Terme en voorwaardes van verkoping:

1. **Terme:** Die koopprys is betaalbaar teen 10% (tien persent) ten tyde van die verkoping en die onbetaalde balans plus rente teen 16% (sestien persent) per jaar 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 28ste dag van Maart 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Tel. 907-9813.) (Verw. mnr. Ungerer/PP/N2063.)

Saak 2434/91

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Molefe David Phokojoe**, Eerste Verweerder, en **Veronica Phokojoe**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 6 Augustus 1991, sal die ondervermelde eiendom geregtelik verkoop word op 6 Mei 1994 om 14:15, voor die Landdroshof, Pollockstraatingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 978, Mhlakeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 275 vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Huurpag TL38432/90, bekend as Legodistraat 978, Mhlakeng, Randfontein, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder 'n sinkdak wat bestaan uit drie slaapkamers, badkamer, kombuis en gekombineerde sit/eetkamer, daar is geen buitegeboue en die perseel is omhein met draad.

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

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

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

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

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N259.)

Saak 2287/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **V. G. Zide**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 16 Julie 1993 toegestaan is, op 6 Mei 1994 om 10:00, te Landdroshof, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 4247, geleë in die dorpsgebied kwaGuqa-uitbreiding 7, Registrasieafdeling JS, Transvaal, groot 280 (twee agt nul) vierkante meter, gehou kragtens Akte van Transport TL113705/92.

Die eiendom is as volg verbeter (nie gewaarborg): Woonhuis met slaapkamer, kombuis, sitkamer en badkamer.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 32 van 1994, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 28ste dag van Maart 1994.

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

Saak 6352/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **Margaret Jacqueline Smith**, Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 14 September 1993, en 'n lasbrief vir eksekusie gedateer 7 Maart 1994, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 4 Mei 1994 om 10:00, deur die Balju vir die Landdroshof te Johriahof, Du Plessisstraat, Alberton, naamlik:

Sekere Standplaas 61, Verwoerdpark-dorpsgebied, Alberton, Registrasieafdeling IR, Transvaal, ook bekend as Vygiesingel 4, Verwoerdpark, Alberton, groot 991 vierkante meter, gehou deur Margaret Jacqueline Smith, gehou onder Akte van Transport T30742/92.

Sonering: Residensieel.

Spesiale gebruiksvergunnings of vrystellings: Geen.

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

Hoofgebou: Gepleisterde buitewand met teëldak, bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, TV-kamer en twee badkamers met toilet.

Buitegeboue: Vier motorhuise en bediendekamer met toilet.

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 16% (sestien persent) per jaar 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 28ste dag van Maart 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N1905.)

KENNISGEWING VAN VERKOPINGS IN EKSEKUSIE

Ingevolge uitsprake van die Landdroshof van Vanderbijlpark en lasbriewe vir eksekusie sal die volgende onroerende eiendomme, wat spesiaal uitwinbaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 29 April 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark:

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

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

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

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

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

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

Saak 7783/93

Vonnisskuldenaar: **Ramadimane John Motlounge en Manapo Paulina Motlounge.**

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 287 in die dorpsgebied Boipatong, Registrasieafdeling IQ, Transvaal.

Groot: 323 vierkante meter.

Verwysing: P3/165.

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

Saak 2518/93

Vonnisskuldenaar: **Vusumuzi William Tshabalala en Maserame Patricia Tshabalala.**

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 2092 in die dorpsgebied Stretford-uitbreiding 1, Registrasieafdeling IQ, Transvaal.

Groot: 243 vierkante meter.

Verwysing: P3/65.

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

Saak 8028/93

Vonnisskuldenaar: **Thabo Elias Sebaka.**

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 662 in die dorpsgebied Sebokeng Eenheid 6-uitbreiding 2, Registrasieafdeling IQ, Transvaal.

Groot: 330 vierkante meter.

Verwysing: P3/170.

Beskrywing: Tweeslaapkamerhuis met sitkamer, kombuis en badkamer.

Saak 7984/93

Vonnisskuldenaar: Joseph Sengwayo en Fikile Brigadier Sengwayo.

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 2125 in die dorpsgebied Stretford-uitbreiding 1, Registrasieafdeling IQ, Transvaal.

Groot: 205 vierkante meter.

Verwysing: P3/167.

Beskrywing: Tweeslaapkamerhuis met sitkamer, kombuis en badkamer.

Gedateer te Vanderbijlpark op hede die 25ste dag van Maart 1994.

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

Saak 3012/94**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Nicolette Rosselli**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 11 Maart 1994, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Wes, op 5 Mei 1994 om 10:00, te Olivettigebou 607, hoek van Pretorius- en Schubartstraat, Pretoria, verkoop:

Sekere: Gedeelte 1 van Erf 246, geleë in die dorpsgebied Mountain View, Pretoria, Registrasieafdeling JR, Transvaal, met straatadres bekend as Irvinelaan 386, Mountain View, groot 1 276 (eenduisend tweehonderd ses-en-sewentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n portaal, sitkamer, studeerkamer, twee slaapkamers, badkamer/w.k./HWB en kombuis.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Olivettigebou 607, hoek van Pretorius- en Schubartstraat, Pretoria.

Dyson, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF0110).]

Saak 5890/90**IN DIE LANDDROSHOF VIR DIE DISTRIK WONDERBOOM GEHOU TE PRETORIA-NOORD**

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **D. Modise**, 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 13 Mei 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 21844, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Mamelodi-uitbreiding 3, gehou kragtens Akte van Transport van Huurpag TL76879/88, grootte 392 (driehonderd twee-en-negentig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee 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 29ste dag van Maart 1994.

C. J. van Wyk, vir Hack Stupel & Ross, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk B49/66/LA.)

Saak 7936/93

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Allied Bank, Eiser, en **J. M. Liebenberg**, Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net Noord van Saskomeule, ou Warmbadpad, Bon Accord), op 6 Mei 1994 om 11:00, volgens voorwaardes wat nou by die kantore van die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Saskomeule, ou Warmbadpad, Bon Accord) ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Gedeelte 1 van Erf 933, geleë in die dorpsgebied Pretoria-Noord, Registrasieafdeling JR, Transvaal, groot 1 276 (eenduisend tweehonderd ses-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T8827/87.

Hierdie eiendom is geleë te Jan van Riebeeckstraat 245, Pretoria-Noord.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, aparte toilet, studeerkamer, opwaskamer, enkel motorhuis, bediendekamer, stoorkamer en twee toilette.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme:

(1) Die eiendom word verkoop sonder 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 die Balju se kommissie.

(4) Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 31ste dag van Maart 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A980.)

Saak 78275/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eiser, en **Mothlabane Hlumela Elephylet**, Identiteitsnommer 5308120429081, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Oos, te Strubenstraat 142, Pretoria, op 4 Mei 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Oos, te Strubenstraat 142, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Gedeelte 13 van Erf 579, Newlands (Pretoria) Dorpsgebied, Registrasieafdeling JR, Transvaal, groot 1 360 (eenduisend driehonderd en sestig) vierkante meter, gehou kragtens Akte van Transport T70102/91.

Hierdie eiendom is geleë te Loskopstraat 229, Newlands.

Die volgende verbeterings is op die eiendom aangebring:

Ingangsportaal, spens, vloer met matte en van teëls, baksteenmure, Herculite plafonne, teëldak, sitkamer, waskamer, eetkamer, drie slaapkamers, kombuis en twee badkamers.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme:

(1) Die eiendom word verkoop sonder 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 die Balju se kommissie.

(4) Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 31ste dag van Maart 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1042.)

Saak 20859/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Allied Bank, Eiser, en **Cerette Charmaine Yvonne**, Identiteitsnommer 5906150110008, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Suid, te Strubenstraat 142, Pretoria, op 4 Mei 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Suid, te Edenparkhoewe 83, hoek van Gerhardtstraat en Weslaan, Verwoerdburg, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 2013, geleë in die dorpsgebied Wierdapark-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 1 000 (eenduisend) vierkante meter, gehou kragtens Akte van Transport T62602/92.

Hierdie eiendom is geleë te Evanderstraat 27, Wierdapark-uitbreiding 2.

Die volgende verbeterings is op die eiendom aangebring: Ingangsportaal, eetkamer, drie slaapkamers, toilet, sitkamer kombuis, badkamer, toilet en spens.

Konstruksie: Baksteenwoning, Herculite ceiling, teëls, matte en warmwater sisteem.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme:

(1) Die eiendom word verkoop sonder 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 die Balju se kommissie.

(4) Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 31ste dag van Maart 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A531.)

Saak 874/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handelsdrywende as Allied Bank, Eiser, en **Robbertse Attie de Jager**, Identiteitsnommer 6602105121088, Eerste Verweerder, en **Robbertse Hester Mageretha**, Identiteitsnommer 7208120002086, Tweede Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart en Pretoriusstraat, Pretoria, op 5 Mei 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart en Pretoriusstraat, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Gedeelte 20 van Erf 3266, geleë in die dorpsgebied Elandspoort, Registrasieafdeling JR, Transvaal, groot 210 (tweehonderd en tien) vierkante meter, gehou kragtens Akte van Transport T19291/93.

Hierdie eiendom is geleë te Lowerhof 5, Long Tomlaan 39, Elandspoort.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, kombuis, twee slaapkamers, badkamer, toilet, motorhuis en afdak.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme:

(1) Die eiendom word verkoop sonder 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 die Balju se kommissie.

(4) Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 31ste dag van Maart 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1130.)

Saak 4795/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handelende as Allied Bank, Eiser, en **Coertse Michael Trevor**, ID 520521 505 3000, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Oos, te Strubenstraat 142, Pretoria, op 4 Mei 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Oos, te Strubenstraat 142, Pretoria, ter insae lê wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Deel 12 soos aangetoon en vollediger beskryf op Deelplan SS343/93 in die skema bekend as Oppiwal, ten opsigte van die grond en gebou of geboue geleë te Erf 2772, Faerie Glen-uitbreiding 8, Plaaslike Bestuur Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens die genoemde deelplan 150 (eenhonderd en vyftig) vierkante meter groot is, en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken is.

Gehou kragtens Sertifikaat van Geregisteerde Deeltitel ST44661/93 (12) die eenheid, ook bekend as Woonstel 12, Oppiwal, Lerato, Faerie Glen.

Die volgende verbeterings is op die eiendom aangebring:

Sitkamer, familiekamer, eetkamer, kombuis, drie slaapkamers, twee badkamers en toilet, studeerkamer, spens en waskamer.

Konstruksie: Baksteen onder met 'n grasdak, gras- en houtplavon, vlei teëls, matte en warmwatersisteem.

Buitegeboue: Dubbelmotorhuis en toilet.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme:

(1) Die eiendom word verkoop sonder 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 die Baljukommissie.

(4) Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 7de dag van April 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bank-gebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1197.)

Case 15111/93

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

In the matter between **The South African Reserve Bank**, Plaintiff, and **Rolf Gunther Adam**, First Defendant, and **Yvonne Adam**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Wonderboom, at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on 6 May 1994 at 11:00, upon conditions which may now be inspected at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, and which will be read by him at the time of the sale, of the following property owned by Defendants:

Erf 177, Dorandia Extension 6 Township, Registration Division JR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, held by the Defendants under Deed of Transfer T74754/1990.

This property is situated at 308 Azalea Street, Dorandia Extension 6, Wonderboom, Pretoria, Transvaal.

The property is improved as follows:

Entrance-hall, lounge, dining-room, family room, passage with built-in cupboards, study, four bedrooms with built-in cupboards, two bathrooms, kitchen—good wooden cupboards, laundry, garage for three cars, servant's quarters with toilet, swimming-pool with large lapa, hut in chipboard, jacuzzi with entertainment area, undercover thatch verandah, borehole and sprinkler system.

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 8th day of April 1994.

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

Saak 19449/92

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

In die saak tussen **Standard Bank van Suid-Afrika Beperk**, Eiser, en **Cornelius Abraham Pretorius**, Verweerder

Eksekusieverkoop gehou te word te die kantore van die Balju, Strubenstraat 142, Pretoria, op 4 Mei 1994 om 10:00, van Gedeelte 2 van Hoewe 17, Raslouw-landbouhoewes, Registrasieafdeling JR, Transvaal, grootte 8 565 m² (agt duisend vyf honderd vyf-en-sestig) vierkante meter.

Die eiendom is geleë en staan bekend as Hoewe 17, hoek van Hunter- en Gouwsstraat, Raslouw-landbouhoewes, Pretoria.

Verbeterings bestaan uit drie slaapkamers, sitkamer, eetkamer, TV-/gesinskamer, badkamer, kombuis en voorportaal, matte in slaapkamers en sitkamer, eetkamer, kombuis en gesinskamer bedek met teëls, dubbelmotorhuis, bediendekamer, en stoorkamer.

'n Substansiële bouverenigingverband kan gereël word vir die goedgekeurde koper.

Terme: 10% (tien persent) kontant op dag van verkoping en die balans teen oordrag wat verseker moet word deur 'n goedgekeurde waarborg wat verskaf moet word binne 21 (een-en-twintig) dae na datum van die verkoping.

Die verkoopvoorwaardes kan ingesien word by die kantore van die Adjunk-balju, Pretoria-Suid.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Pretoria; Posbus 645, Pretoria, 0001. (Verw. mnr. Hugo/pp/SB297.)

Case 88163/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Ephraim Maluleke**, Defendant

In pursuance of a judgment in the Johannesburg Magistrate's Court and writ of execution, the property listed hereunder which was attached on 10 December 1993, will be sold in execution on Friday, 22 April 1994 at 10:00, in front of the Court-house, Fox Street-entrance, Johannesburg, to the highest bidder:

Erf 1413, Klipspruit Extension 4 Township, Registration Division IQ, Transvaal, in extent 150 (one hundred and fifty) square metres, situated at 1413 Klipspruit, Pimville, Johannesburg.

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

Residence: Single-storey dwelling, detached.

Walls: Brick plaster and paint.

Floor: Fitted carpets, tiles, vinyl.

Roof: Tiles.

Rooms: Lounge, dining-room, kitchen, two bedrooms, bathroom and toilet.

Outbuildings: Nil.

Boundary: Fenced.

Other improvements: Fenced.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, 100, Sheffield Street, Turffontein, Johannesburg, for the Magistrate's Court, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 22nd day of March 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4, 29-3921/2/3.) (Ref. Mr Steyn/676.)

Saak 53743/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Verwoerdburg**, Eiser, en **389 Land Holdings (Edms.) Beperk**, Verweerder

Ten uitvoerlegging van 'n vonnis in bogemelde Agbare Hof gedateer 5 Oktober 1993 en 'n lasbrief tot eksekusie, word die volgende eiendom in eksekusie verkoop op 4 Mei 1994 om 10:00, by 'n verkoping gehou te word te Strubenstraat 142, Pretoria, aan die hoogste bieder:

Erf: Restant van Gedeelte 4 ('n gedeelte van Gedeelte 1) van die plaas Olievenhoutbosch 389.

Groot: 9-1152 hektaar.

Gehou: Kragtens Akte van Transport T55952/90.

Ook bekend as: Olievenhoutbosch 389 JR 4, Verwoerdburg.

Die eiendom bestaan uit: Onverbeterde eiendom.

1. *Terme:* Die koopprys sal betaalbaar wees as volg:

1.1 Deposito van 10% (tien persent) van die koopprys daarvan by verkoping; en

1.2 die balans betaalbaar binne 30 (dertig) dae by wyse van goedgekeurde bank- of bouverenigingwaarborg.

2. *Voorwaardes van verkoping:* Die volle voorwaardes van die verkoping kan bevestig word by die Balju, Pretoria-Suid, Hoewe 83, hoek van Gerhardstraat en Weslaan, Lyttelton-landbouhoewes, Verwoerdburgstad. (Tel. 663-4762.)

Geteken te Pretoria hierdie 28ste dag van Maart 1994.

J. J. Lombard, vir Snyman de Jager & Breytenbach, Sesde Verdieping, Bureau Forum-gebou, Bureauaan, Pretoria. (Verw. mnr. Lombard/MF/V65/93.)

Saak 95302/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Verwoerdburg**, Eiser, en **A. Botha**, Verweerder

Ten uitvoerlegging van 'n vonnis in bogemelde Agbare Hof gedateer 8 Februarie 1993 en 'n lasbrief tot eksekusie, word die volgende eiendom in eksekusie verkoop op 4 Mei 1994 om 10:00, by 'n verkoping gehou te word te Strubenstraat 142, Pretoria, aan die hoogste bieder:

Erf: Die Resterende Gedeelte van Erf 199, Sunderland Ridge-uitbreiding 1, Verwoerdburg.

Groot: 1 500 vierkante meter.

Gehou: Kragtens Akte van Transport T10498/86.

Ook bekend as: Ellmanstraat 105, Sunderland Ridge, Verwoerdburg.

Die eiendom bestaan uit: Onverbeterde eiendom.

1. *Terme:* Die koopprys sal betaalbaar wees as volg:

1.1 Deposito van 10% (tien persent) van die koopprys daarvan by verkoping; en

1.2 die balans betaalbaar binne 30 (dertig) dae by wyse van goedgekeurde bank- of bouverenigingwaarborg.

2. *Voorwaardes van verkoping:* Die volle voorwaardes van die verkoping kan bevestig word by die Balju, Pretoria-Suid, Hoewe 83, hoek van Gerhardstraat en Weslaan, Lyttelton-landbouhoewes, Verwoerdburgstad. (Tel. 663-4762.)

Geteken te Pretoria hierdie 28ste dag van Maart 1994.

J. J. Lombard, vir Snyman de Jager & Breytenbach, Sesde Verdieping, Bureau Forum-gebou, Bureaulaan, Pretoria. (Verw. mnr. Lombard/MF/V70/94.)

Saak 64039/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Verwoerdburg**, Eiser, en **H. Brecher**, Verweerder

Ten uitvoerlegging van 'n vonnis in bogemelde Agbare Hof gedateer 20 Oktober 1993 en 'n lasbrief tot eksekusie, word die volgende eiendom in eksekusie verkoop op 4 Mei 1994 om 10:00, by 'n verkoping gehou te word te Strubenstraat 142, Pretoria, aan die hoogste bieder:

Erf: Die Resterende Gedeelte van Erf 556, Eldoraïne-uitbreiding 1, Verwoerdburg.

Groot: 2 161 vierkante meter.

Gehou: Kragtens Akte van Transport T56301/80.

Ook bekend as: Rabieweg 1015, Eldoraïne-uitbreiding 1, Verwoerdburg.

Die eiendom bestaan uit: Platdak siersteenwoning bestaande uit drie slaapkamers, twee badkamers, sitkamer, eetkamer, TV-/gesinskamer, studeerkamer en kombuis.

Volvloermat in die sitkamer, TV-/gesinskamer, eetkamer en slaapkamers en teëls in die kombuis en badkamers.

Buitegeboue is in aanbou en slegs die mure is opgerig.

Die eiendom is omhein met voorafvervaardigde betonmure.

1. *Terme:* Die koopprys sal betaalbaar wees as volg:

1.1 Deposito van 10% (tien persent) van die koopprys daarvan by verkoping; en

1.2 die balans betaalbaar binne 30 (dertig) dae by wyse van goedgekeurde bank- of bouverenigingwaarborg.

2. *Voorwaardes van verkoping:* Die volle voorwaardes van die verkoping kan bevestig word by die Balju, Pretoria-Suid, Hoewe 83, hoek van Gerhardstraat en Weslaan, Lyttelton-landbouhoewes, Verwoerdburgstad. (Tel. 663-4762.)

Geteken te Pretoria hierdie 28ste dag van Maart 1994.

J. J. Lombard, vir Snyman de Jager & Breytenbach, Sesde Verdieping, Bureau Forum-gebou, Bureaulaan, Pretoria. (Verw. mnr. Lombard/MF/V66/93.)

Saak 9763/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Verwoerdburg**, Eiser, en **C. F. Hurn**, Verweerder

Ten uitvoerlegging van 'n vonnis in bogemelde Agbare Hof gedateer 30 Julie 1993 en 'n lasbrief tot eksekusie, word die volgende eiendom in eksekusie verkoop op 4 Mei 1994 om 10:00, by 'n verkoping gehou te word te Strubenstraat 142, Pretoria, aan die hoogste bieder:

Erf: Die Resterende Gedeelte van Erf 968, Rooihuiskraal, Verwoerdburg.

Groot: 800 (agthonderd) vierkante meter.

Gehou kragtens Akte van Transport: T43963/91.

Ook bekend as: Byvangerweg 19, Rooihuiskraal, Verwoerdburg.

Die eiendom bestaan uit: Gepleisterde en geverfde staan teëldakwoning bestaande uit drie slaapkamers, twee badkamers, sitkamer, kombuis, dubbelmotorhuis en buitetoilet.

Die eiendom is omhein met voorafvervaardigde betonmure langs die kante en agter maar die eiendom is oop voor.

1. *Terme:* Die koopprys sal betaalbaar wees as volg:

1.1 Deposito van 10% (tien persent) van die koopprys daarvan by verkoping; en

1.2 die balans betaalbaar binne 30 (dertig) dae by wyse van goedgekeurde bank- of bouverenigingwaarborg.

2. *Voorwaardes van verkoping:* Die volle voorwaardes van die verkoping kan bevestig word by die Balju, Pretoria-Suid, Hoewe 38, hoek van Gerhardstraat en Weslaan, Lyttelton-landbouhoewes, Verwoerdburgstad. (Tel. 663-4762.)

Geteken te Pretoria hierdie 28ste dag van Maart 1994.

J. J. Lombard, vir Snyman De Jager & Breytenbach, Sesde Verdieping, Bureau Forum-gebou, Bureau Laan, Pretoria. (Verw. mnr. Lombard/MF/V57/93.)

Saak 23898/92

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

In die saak tussen **South African Mutual Mortgage Investment Corporation (Edms.) Bpk.**, Eiser, en **John Christian Whelan**, Verweerder

Kragtens 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) en lasbrief gedateer 4 Mei 1993 in bogemelde saak, word 'n openbare veiling sonder 'n reserweprys deur die Balju, Hooggeregshof, Pretoria-Wes, te Olivettgebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria, gehou op Donderdag, 5 Mei 1994 om 10:00, volgens voorwaardes wat nou by die Balju se kantoor te Olivettgebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Resterende gedeelte van Erf 40, geleë in die dorpsgebied Roseville, Registrasieafdeling JR, Transvaal, groot 1 136 (eenduisend eenhonderd ses-en-dertig) vierkante meter, gehou deur Johan Christian Whelan, Identiteitsnommer 640304 5021 08 6, kragtens Akte van Transport T69132/91.

Hierdie eiendom is geleë te Sophiastraat 82, Roseville, Pretoria.

Die eiendom is soos volg verbeter:

Standaardwoning met gepleisterde mure wat bestaan uit drie slaapkamers, badkamer, sitkamer, eetkamer, ingangsportaal, kombuis en waskamer. Die sitkamer, slaapkamers en ingangsportaal het houtvloere en die kombuis en badkamer se vloere is bedek met teëls terwyl die waskamer 'n sementvloer het.

Die buitegeboue bestaan uit motorhuis, toilet en bediendekamer.

Die eiendom is gedeeltelik omhein met voorafvervaardigde sementmure en draad.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme: 10% (tien persent) van die koopprys en afslagselde in kontant op die veilingsdag, die saldo teen oordrag wat verseker moet word deur 'n bank- of bougenootskapwaarborg wat binne 14 (veertien) dae van die veilingsdatum by die Balju ingelewer moet wees.

Rooth & Wessels, Prokureurs vir Eiser, Grondvloer, Kerkplein 38, Pretoria. [Tel. (012) 325-2940.] (Verw. mnr. Brink/rb.)

Case 12783/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Hendrik Josefus Schalkwyk**, First Defendant, and **Maria Phillipina Charlott Schalkwyk**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Wonderboom, at Portion 83, De Onderstepoort, north of Sasko Mills, old Warmbaths Road, Bon Accord, on Friday, 6 May 1994 at 11:00, of the undermentioned property of the Defendants, subject to the conditions of sale which are available for inspection at the offices of the Sheriff, Wonderboom, at the aforementioned address, and which will be read out prior to the sale in execution:

Erf 555, situated in the Township of Dorandia Extension 10, Registration Division JR, Transvaal, measuring 892 (eight hundred and ninety-two) square metres, held by virtue of Deed of Transfer T30354/78, known as 483 Henrietta Street, Dorandia, Pretoria.

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

A dwelling-house with tiled roof, comprising lounge, dining-room, study, kitchen, three bedrooms, two bathrooms, jacuzzi, two carports and servants' quarters.

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

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

Dated at Pretoria on this the 22nd day of March 1994.

H. Abro, for Hack, Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria; P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] [Ref. H. Abro/JD/GT1147 (B).]

Saak 1532/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Network Engineering (Edms.) Bpk.**, Eksekusieskuldeiser, en **Thomas Arnoldus du Toit**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 20 September 1993 in bogenoemde saak, sal 'n verkoping sonder reserwe deur die Balju, Evander, op 4 Mei 1994 om 12:00, te Cornelliweg 21, te Evander, 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 bogenoemde Balju:

Sekere Erf 1090, in die voorstad Secunda, Registrasieafdeling IS, Transvaal, groot 771 (sewehonderd een-en-sewentig) vierkante meter.

Na bewering is die eiendom bevredigend maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaersgelde in kontant op die veilingsdag, die balans teen opdrag wat verseker moet word deur 'n bank-, bougenootskap- of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van die rente teen 'n koers van 19% (negentien persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik Trust Bank, in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Secunda op hierdie 28ste dag van Maart 1994.

Kruyshaar Jordaan & Chester, Prokureurs vir Eksekusieskuldeiser, C- en G-sentrum, McGillrylaan, Evander, 2280. (Verw. G. B. Jordaan/HB.)

Case 24032/92

PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Van Houwer, Eric Emile Francois, I.D. 5809085060001**, First Defendant, and **Lourens, Louisa Rose, I.D. 7009290280084**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 5 May 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Johannesburg South, 100 Sheffield Street, Turffontein, prior to the sale:

Erf 336, Ormonde Extension 3 Township, Registration Division IQ, Transvaal, being 15 Tamarisk Street, Ormonde Extension 3, measuring 830 square metres.

Use zone: Residential 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of lounge, dining-room, three bedrooms, bathroom and kitchen.

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

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R2 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000, minimum charges R200.

Dated at Johannesburg on the 15th day of March 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 381864.)

Case 28909/93

PH 124

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Lizelle Kleiner**, Defendant

A sale without reserve will be held at the Sheriff's Office, Unit 2, Northview, 45 Richards Drive, Halfway House, on Wednesday, 11 May 1994 at 14:30, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Section 22, Stille Nacht East, Kelvin Township, being 22 Stille Nacht, East Meadow, Kelvin, measuring 120 square metres.

Improvements described hereunder are not guaranteed.

Main building: Entrance-hall, lounge, dining-room, three bedrooms, kitchen, two bathrooms, separate w.c. and pantry.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 23rd day of March 1994.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatvedt/ld/A2166.)

Case 29610/93

PH 124

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Barendse Investment Holdings CC**, First Defendant, and
Emmanuel Christian Barendse, Second Defendant

A sale without reserve will be held at the Sheriff's Office, Unit 2, Northview, 45 Richards Drive, Halfway House, on Wednesday, 11 May 1994 at 14:30, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Portion 7 of Erf 92, Kelvin Township, Registration Division IR, Transvaal, being 23 Steyn Street, Kelvin, measuring 2 199 square metres.

Improvements described hereunder are not guaranteed.

Main building: Entrance-hall, lounge, dining-room, family room, three bedrooms, bathroom/w.c., separate w.c./bath/shower, kitchen and study.

Outbuildings: Double garage, double car-port, servant's room, w.c. and swimming-pool.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 23rd day of March 1994.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatvedt/Id/U.509.)

Case 13645/93

PH 124

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Carol Thornton**, Defendant

A sale without reserve will be held at the Sheriff's Office, Unit 2, Northview, 45 Richards Drive, Halfway House, on Wednesday, 11 May 1994 at 14:30, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Erf 1451, Vorna Valley Extension 29 Township, Registration Division JR, Transvaal, being Stand 1451 Bach Place, Vorna Valley Extension 30, measuring 899 square metres.

Improvements described hereunder are not guaranteed:

Main building: Lounge, dining-room, kitchen, three bedrooms and bathroom/w.c.

Outbuildings: Pergola.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 23rd day of March 1994.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatvedt/Id/U.532.)

Case 21011/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Ferneyhough, Eira Emily Cora** (Identity Number 4609120174101), First Defendant, and **Ferneyhough, Colin William**, 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 9 Elna Randhof, corner of Blairgowrie Drive and Selkirk Avenue, Blairgowrie, Randburg, on Tuesday, 3 May 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, Randburg, prior to the sale:

Erf 164, Sharonlea Extension 6 Township, Registration Division IQ, Transvaal, being 4 Sun Place, Sharonlea Extension 6, measuring 1 000 square metres.

Use zone: Residential 1.

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

Dwelling-house consisting of lounge, dining-room, three bedrooms, two bathrooms, kitchen and sewing-room. Outbuildings: Two garages, servant's quarter, toilet 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, building society or other acceptable guarantee to be furnished within 30 days from the date of sale.

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on the 23rd day of March 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 079106.)

Case 106660/92

PH 176

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

In the matter between **City Council of Johannesburg**, Plaintiff, and **Culruss Investments (Proprietary) Limited**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 9 February 1993, the property listed hereunder will be sold in execution on Friday, 6 May 1994 at 10:00, in front of the Magistrate's Court, Fox Street Entrance, Johannesburg, namely:

Erf 1797, Houghton Estate, measuring 3 965 square metres, situated at 28 Eleventh Avenue, Houghton Estate, Johannesburg, held by Deed of Transfer T18451/69, consisting of five bedroomed double-storey dwelling under slate roof, kitchen, lounge, dining-room, family room, study, three bathrooms, staff quarters with ablutions, four garages, swimming-pool, tennis court, cellar with half bathroom, paved driveway and pre-cast brick walls surrounding property, but nothing is guaranteed.

And take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Unit A4, Sanlam Industrial Park, 22 Prop Street, Off John Street, Selby, and contain *inter alia* the following provisions:

1. Ten per cent (10%) of the purchase price in cash on the day of the sale.
2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.
3. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) on the proceeds of sale.
4. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

Dated at Johannesburg on the 28th day of March 1994.

C. L. de Ceglie, for Moodie & Robertson, Fifth Floor, African Life Centre, 111 Commissioner Street, P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 333-6114.] (Ref. R1610-1568205/CB.)

Case 396/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Fosi Simon Bofelo**, Defendant

On 4 May 1994 at 10:00, a public auction sale will be held at Johria Court, 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 9477, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 300 (three hundred) square metres, also known as Erf 9477, 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 reverse.
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 cent) per annum at the time of preparation of these conditions from date of sale to date of payment.
3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (R400) (whichever is the greater) and the fees of the Sheriff for acting as auctioneer 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, all amounts necessary to obtain transfer of the property, including stamp duty, other costs and 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. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on this 30th day of March 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MB0027/CMK.)

Case 487/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Hassam Dikgale**, First Defendant, and **Cynthia Dikgale**, Second Defendant

On 4 May 1994 at 10:00, a public auction sale will be held at Johria Hof, 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 1290, Othandweni Extension 1 Township, Registration Division IR, Transvaal, measuring 359 (three hundred and fifty-nine) square metres, also known as Erf 1290, Othandweni Extension 1, 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 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 cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (whichever is the greater) and the fees of the Sheriff for acting as auctioneer 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, 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. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on this 29th day of March 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MD0024/Miss Kent.)

Case 2004/89

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Aaron Oddie Gamede**, First Defendant, and **Roselina Emily Gamede**, Second Defendant

On 4 May 1994 at 10:00, a public auction sale will be held at Johria Hof, 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 161, Mavimbela Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 161, Mavimbela, 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 with outbuildings of a similar construction comprising two garages and servant's quarters.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 20% (twenty per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (whichever is the greater) and the fees of the Sheriff for acting as auctioneer 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, 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. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on this 29th day of March 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MG0024/CMK.)

Case 586/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Oupa Joseph Hlahane**, First Defendant, and **Alice Tselane Hlahane**, Second Defendant

On 4 May 1994 at 10:00, a public auction sale will be held at Johria Hof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Erf 1597, Moleleli Extension 3 Township, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres, also known as Erf 1597, Moleleli Extension 3, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act 1994, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16,5% (sixteen comma five per cent) at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (whichever is the greater) and the fees of the Sheriff for acting as auctioneer 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, 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. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on this 29th day of March 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MH0021/CMK.)

Case 9464/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Mathari Bella Kgomo**, Defendant

On 4 May 1994 at 10:00, a public auction sale will be held at Johria Hof, 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 8436, Tokoza Township, Registration Division IR, Transvaal, measuring 301 (three hundred and one) square metres, also known as Erf 8436, Tokoza, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom. The house has been destroyed by fire.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act 1994, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21,75% (twenty-one comma seven five per cent) at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (whichever is the greater) and the fees of the Sheriff for acting as auctioneer 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, 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. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on this 29th day of March 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MK0004/CMK.)

Case 489/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mbuti Harrison Khumalo**, First Defendant, and **Zodwa Esther Khumalo**, Second Defendant

On 4 May 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 2638 (formerly Erf 411), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 2638 (formerly Erf 411, Likole Extension 1, Katlehong, Germiston, District of Alberton, hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen, and one and a half bathroom, with outbuilding of a similar construction comprising toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16,5% (sixteen 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 (10%) of the price or R400 (whichever is the greater) and the fees of the Sheriff for acting as auctioneer 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, 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. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the Purchaser, the purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on this 29th day of March 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MK0064/CMK.)

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Castigo Khumbuza**, First Defendant, and **Maphai Elizabeth Khumbuza**, Second Defendant

On 4 May 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Erf 2444, Spruit View Township, Registration Division IR, Transvaal, measuring 360 (three hundred and sixty) square metres, also known as Erf 2444, Spruit View, 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.

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 of the mortgage bond over the property held by the Plaintiff which was 21,75% (twenty-one comma seven five per cent) per annum, at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or R400 (whichever is the greater) and the fees of the Sheriff for acting as auctioneer 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, 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. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser, the purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on this 29th day of March 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MK0002/CMK.)

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

In the matter between **South African Permanent Building Society**, Plaintiff, and **Sindile Richard Kumalo**, First Defendant, and **Ntombi Mabel Kumalo**, Second Defendant

On 4 May 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 2963 (formerly Erf 171), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 2963 (formerly Erf 171), 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 voetstoot 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% (seventeen 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 R400 (whichever is the greater) and the fees of the Sheriff for acting as auctioneer 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, 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. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser, the purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on this 29th day of March 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MK0067/CMK.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Vuxi Lancelot Langa**, First Defendant, and **Nokwazi Mayvis Mdlalose**, Second Defendant

On 4 May 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Erf 2158, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 293 (two hundred and ninety-three) square metres, also known as Erf 2158, Moleleki Extension 3, Katlehong, Germiston, District of Alberton, hereinafter called the property.

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and 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 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 R400 (whichever is the greater) and the fees of the Sheriff for acting as auctioneer 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, 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. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser, the purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on this 29th day of March 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. ML0023/CMK.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Moelase Joseph Mabotho**, Defendant

On 4 May 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 11867 (formerly Erf 1196), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 325 (three hundred and twenty-five) square metres, also known as Erf 11867 (formerly Erf 1196), Tokoza Extension 2, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising two rooms other than kitchen and one and a half bathroom.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 18% (eighteen per 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 or four hundred rand (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, 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, risk and liability shall pass to the purchaser. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the Purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on this the 29th day of March 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0395/Miss Kent.)

Case 956/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mgwazeni Stephen Madi**, First Defendant, **Nomendo Winnie Madi**, Second Defendant, and **Johannes Jabulani Madi**, Third Defendant

On 4 May 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 235, Tokoza Township, Registration Division IR, Transvaal, measuring 258 (two hundred and fifty-eight) square metres, also known as Erf 235, Tokoza, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising store-room, 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 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 or four hundred rand (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, 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, risk and liability shall pass to the purchaser. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the Purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on this the 30th day of March 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0497/CMK.)

Case 9440/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mogale Johannes Mailula**, Defendant

On 4 May 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 9207, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 290 (two hundred and ninety) square metres, also known as Erf 9207, Tokoza Extension 2, Alberton (hereinafter called the property.)

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 16% (sixteen 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 or four hundred rand (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, 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, risk and liability shall pass to the purchaser. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the Purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on this the 29th day of March 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0160/CMK.)

Case 682/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jonguxolo Dorrington Maso**, Defendant

On 4 May 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 10894 (formerly Erf 223) Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 464 (four hundred and sixty-four) square metres, also known as Erf 10894 (formerly Erf 223), Tokoza Extension 2, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 18% (eighteen per 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 or four hundred rand (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, 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, risk and liability shall pass to the purchaser. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the Purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on this the 30th day of March 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0490/CMK.)

Case 3804/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Mabhoko Phillip Mathebula**, Defendant

On the 4 May 1994 at 10:00, a public auction sale will be held at Johria Court, 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 9499, Tokoza Extension 2 Township, Registration Division IR Transvaal, measuring 346 (three hundred and forty-six) square metres, also known as Erf 9499, 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 four rooms other than kitchen and two bathrooms.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21,75% (twenty-one comma seven five per 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 or R400 (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on 29 day of March 1994.

H. R. Jaskolka, Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0057/CMK.)

Case 373/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Joseph Khetsini Miya**, Defendant

On the 4 May 1994 at 10:00, a public auction sale will be held at Johria Court, 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 11278 (formerly Erf 607) Tokoza Extension 2 Township, Registration Division IR Transvaal, measuring 274 (two hundred and seventy-four) square metres, also known as Erf 11278 (formerly Erf 607), Tokoza Extension 2, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising two rooms other than kitchen and bathroom.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment 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 or R400 (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on 30 March 1994.

H. R. Jaskolka, Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0484/CMK.)

Case 1163/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ramolefe Esau Moeng**, First Defendant, and **Nompe Julia Moeng**, Second Defendant

On the 4 May 1994 at 10:00, a public auction sale will be held at Johria Court, 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 11463 (formerly Erf 792), Tokoza Extension 2 Township, Registration Division IR Transvaal, measuring 225 (two hundred and twenty-five) square metres, also known as Erf 11463 (formerly Erf 792), 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 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 or R400 (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the Purchaser.

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on 29 day of March 1994.

H. R. Jaskolka, Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0511/CMK.)

Case 4433/89

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Mafiko Jacob Mohlabai**, First Defendant, and **Mosela Lydia Mohlabai**, Second Defendant

On the 4 May 1994 at 10:00, a public auction sale will be held at Johria Court, 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 2535 (formerly Erf 309), Likole Extension 1 Township, Registration Division IR Transvaal, measuring 324 (three hundred and twenty-four) square metres, also known as Erf 2535 (formerly Erf 309), Likole Extension 1, Kattlehong, 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 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 20,75% (twenty comma seven 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 or R400 (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on 29 day of March 1994.

H. R. Jaskolka, Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0163/CMK.)

Case 8348/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Abram Jappie Mollo**, FIR, st Defendant and **Seiso Daniel Ntsala**, Second Defendant

On 4 May 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 3172, Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 222 (two hundred and twenty-two) square metres, also known as Erf 3172, 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 asbestos roof comprising three rooms other than kitchen and bathroom.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 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 or R400 (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, 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. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on 29 March 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0438/CMK.)

Case 861/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bisone Peter Motaung**, Defendant

On 4 May 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 6774, Tokoza Township, Registration Division IR, Transvaal, measuring 308 (three hundred and eight) square metres, also known as Erf 6774, 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 IR, on roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising garage, 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 16,5% (sixteen comma 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 or R400 (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, 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. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on 29 March 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0499/CMK.)

Case 8995/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mowaesa Armstrong Mothabeng**, Defendant

On 4 May 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 11631 (formerly Erf 960), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 180 (one hundred and eighty) square metres, also known as Erf 11631 (formerly Erf 960), 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 16,75% (sixteen comma seven 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 or R400 (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, 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. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on 30 March 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0447/CMK.)

Case 9092/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gugu Genieive Mseleko**, Defendant

On 4 May 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 315, Mokoena Township, Registration Division IR, Transvaal, measuring 286 (two hundred and eighty-six) square metres, also known as Erf 315, Mokoena, Katilehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising garage and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16% (sixteen per 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 or R400 (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, 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. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on 29 March 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0461/CMK.)

Case 376/94

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

In the matter between Nedcor Bank Limited, Plaintiff, and Lucas Ndlela, Defendant

On 4 May 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 8401, Tokoza Township, Registration Division IR, Transvaal, measuring 320 (three hundred and twenty) square metres, also known as Erf 8401, 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 IR, on roof comprising three rooms other than kitchen and one and a half bathrooms with outbuildings of a similar construction comprising toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 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 or R400 (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, 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. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on 29 March 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MN0160/Miss Kent.)

Case 624/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Abraham Bongani Ndlovu**, Defendant

On 4 May 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 9483, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 284 (two hundred and eighty-four) square metres, also known as Erf 9483, 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 with outbuildings of a similar construction comprising toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 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 or R400 (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the Purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, 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. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on 29 March 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MN0182/CMK.)

Case 6808/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dinah Ponela**, First Defendant, and **Joshua Teboho Ponela**, Second Defendant, and **Josephine Mateboho Ponela**, Third Defendant

On 4 May 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 188, Palime Township, Registration Division IR, Transvaal, measuring 270 (two hundred and seventy) square metres, also known as Erf 188, Palime, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Semi-detached single storey brick built residence under IR, on roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising carport.

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% (twenty 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 or R400 (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, 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. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on 29 March 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MP0006/CMK.)

Case 6502/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Aaron Vusi Sibeko**, First Defendant, and **Mabatho Pamela Sibeko**, Second Defendant

On 4 May 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 879, Tokoza Township, Registration Division IR, Transvaal, measuring 295 (two hundred and ninety-five) square metres, also known as Erf 879, Tokoza, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Semi-detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising carport, 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 19,85% (nineteen comma eight 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 or R400 (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, 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. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on 29 March 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MS0265/CMK.)

Case 755/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Clifford Tototo**, First Defendant, and **Christina Tototo**, Second Defendant

On 4 May 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 174, Zuma Township, Registration Division IR, Transvaal.

Measuring: 575 (five hundred and seventy-five) square metres.

Also known as: Erf 174, Zuma, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16,75% (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) and the fees of the Sheriff for acting as auctioneer 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, 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. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on 29 March 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MT0043/CMK.)

Case 8245/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Bhekuyise Obert Charles Xaba**, First Defendant, and **Sophie Monica Xaba**, Second Defendant

On 4 May 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 2708 (formerly Erf 482) Likole Extension 1 Township, Registration Division IR, Transvaal.

Measuring: 280 (two hundred and eighty) square metres.

Also known as: Erf 2708 (formerly Erf 482) 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 three rooms other than kitchen and bathroom.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21,75% (twenty-one comma seven five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (whichever is the greater) and the fees of the Sheriff for acting as auctioneer 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, 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. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on 29 March 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MX0003/CMK.)

Case 8847/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gibson Xaba**, First Defendant, and **Gedruide Fikile Xaba**, Second Defendant

On 4 May 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 3161, Likole Extension 1 Township, Registration Division IR, Transvaal.

Measuring: 344 (three hundred and forty-four) square metres.

Also known as: Erf 3161, 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 asbestos roof comprising three rooms other than kitchen and bathroom.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16% (sixteen per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (whichever is the greater) and the fees of the Sheriff for acting as auctioneer 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, 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. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on 29 March 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MX0009/CMK.)

Case 6500/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Mzikayise Samuel Xaba**, Defendant

On 4 May 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Erf 3258, Moleleki Extension 1 Township, Registration Division IR, Transvaal.

Measuring: 241 (two hundred and forty-one) square metres.

Also known as: Erf 3258, Moleleki 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 three rooms other than kitchen and two bathrooms.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21,75% (twenty-one comma seven five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (whichever is the greater) and the fees of the Sheriff for acting as auctioneer 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, 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. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on 29 March 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MX0004/CMK.)

Saak 53198/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Regspersoon van Roska Noord Gebou Nr: 159/85**, Eiser, en **Erica Rudolph**, Verweerder

Ingevolge 'n vonnis van bovermelde Hof en Lasbrief vir eksekusie gedateer 8 September 1993, sal die ondergenoemde eiendom verkoop word aan die hoogste bieder op 6 Mei 1994 om 11:00, te Gedeelte 83, De Onderstepoort, Pretoria:

Deel 43, soos getoon en volledig beskryf op Deelplan 159/85, in die gebou of geboue bekend as Roska Noord, groot 77 vierkante meter, asook 'n onderverdeelde aandeel in die gemeenskaplike eiendom, soos meer volledig beskryf op die voormelde Deelplan, toegeken aan die deel, kragtens deelnemingskwota van die deel.

Gehou deur die Verweerder, kragtens Sertifikaat van geregistreerde Deeltitel ST17265/1993, beter bekend as Roska Noord 43, Ben Viljoenstraat 183, Pretoria-Noord, Pretoria.

Die volgende verbeterings is aangebring op die eiendom hoewel niks gewaarborg is daaromtrent nie. Die woonstel bestaan uit sitkamer, eetkamer, kombuis, badkamer en twee slaapkamers.

Geteken te Pretoria op hierdie die 18de dag van Maart 1994.

P. T. van der Hoven, vir P. T. van der Hoven & Kie., Sesde Verdieping, Sanlamsentrum 611, Andriesstraat, Pretoria. (Verw. E0003H/DR.)

Saak 8249/90

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Barry Stephen Albert Cox**, Verweerder

Hoewe 222, Mnandi AH, Registrasieafdeling JR, Transvaal, groot 3,3448 hektaar, geleë te Monumentrylaan 222, Mnandi, T45760/1984, eksekusieveiling te Baljukantore, Strubenstraat 142, Pretoria, op 18 Mei 1994 om 10:00, aan die hoogste bieder:

Volgens inligting wat Eiser kon bekom is gesegde eiendom in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborge word egter verskaf nie. Die sonering van die eiendom is onbepaald.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Pretoria-Suid, 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 op die dag van verkoping betaal, bo en behalwe die deposito en balans van die koopprys, afslaaerskommissie plus BTW, soos bepaal deur die reëls.

Geteken te Pretoria op hierdie 28ste dag van Maart 1994.

C. J. Van der Merwe, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. [Tel. (012) 320-2844/5/6/7.] (Verw. mev. Olivier.)

Case 6754/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Ian Handyside**, First Defendant, and **Linda Handyside**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, District of Alberton, and writ of execution, the property listed hereunder which was attached on 17 May 1993, will be sold in execution on Wednesday, 11 May 1994 at 10:00, at the offices of the Sheriff for the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Erf 868, Randhart Extension 1 Township, Registration Division IR, Transvaal, in extent 991 (nine hundred and ninety-one) square metres, situated at 19 Totius Crescent, Randhart, Alberton.

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

Residence, single-storey dwelling, detached, built of bricks and painted plaster, under tiled roof.

Floors: Fitted carpets and Vinyl and Slasto tiles, comprising lounge, dining-room, study, kitchen, three bedrooms, two bathrooms, shower and two w.c.'s.

Outbuildings: Garage, carport, servants' quarters and w.c.

Improvements: Concrete walling, swimming-pool, paving and verandah.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Alberton, Johriahof, 4 Du Plessis Road, Florentia, Alberton. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Alberton on this the 5th day of April 1994.

Wright, Rose-Innes, Plaintiff's Attorneys, 3 St Columb Road, New Redruth, Alberton. (Tel. 869-8448.) (Ref. Mr Groenewald/as.)

Case 13624/90

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

In the matter between **Natal Building Society Limited** (now known as NBS Bank Limited), Plaintiff, and **Johannes Charles Kubheka**, First Defendant, and **Thembi Princess Kubheka**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Germiston, District of Germiston, and writ of execution, the property listed hereunder which was attached on 21 July 1993, will be sold in execution on Wednesday, 11 May 1994 at 10:00, at the offices of the Sheriff for the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Certain Erf 2609, situated in the Township of Spruitview, Registration Division IR, Transvaal, in extent 360 (three hundred and sixty) square metres, situated at Stand 2609, Spruitview.

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

Residence: (Single-storey) built of bricks and painted plaster, under pitched tiled roof.

Floors: Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

Outbuildings: None.

Improvements: Fencing and gates.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Alberton, Johriahof, 4 Du Plessis Road, Florentia, Alberton. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Germiston on this the 5th day of April 1994.

Wright, Rose-Innes, Plaintiff's Attorneys, Allied Building, 170 Meyer Street, Germiston. (Tel. 825-8027.) (Ref. Mr De Vos/WB.)

Case 16364/92
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suite, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 6 May 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 remaining extent of Portion 79 of the Farm Witpoort 406, Registration Division JR, Transvaal, area 6,5419 (six comma five four one nine) hectares, situation Remaining Extent of Portion 79 of the Farm Witpoort 406.

Improvements (not guaranteed): A house under iron roof consisting of two bedrooms, bathroom, kitchen, lounge, dining-room, servants' quarters, servant's toilet with wire fence around property.

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

Dated at Johannesburg on 31 March 1994.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Charlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535) (Ref. Foreclosures N1:NS95.)

Case 68540/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Maximilian George Hittinger**, First Defendant, and **Alicia Elizabeth Hittinger**, Second Defendant

In execution of a judgment of the Magistrate Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, Portion 83, De Onderstepoort, Old Warmbath Road, Bon Accord, on 13 May 1994 at 11:00, to the highest bidder:

Certain section 2 as shown and more fully described on Sectional Plan SS73/93 in the scheme known as Doornpoort 174, in respect of the land and buildings situated in the Township of Doornpoort, Registration Division JR, Transvaal, measuring with a floor area of 124 square metres, situated at Unit 2, Doornpoort, 824 Wilger Street, Doornpoort.

Terms and conditions:

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

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

Description of property: Duet-house, lounge, dining-room, kitchen, three bedrooms, two bathrooms, two w.c.s' and shower.

Outbuildings: Double carport 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 Portion 83, De Onderstepoort, Old Warmbath Road, Bon Accord.

Signed at Pretoria on this 31st day of March 1994.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1066.)

Case 15500/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

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

A sale by public auction without a reserve price will be held by the Sheriff, Wonderboom, at the office of the Sheriff, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on 6 May 1994 at 11:00, upon conditions which may now be inspected at the offices of the Sheriff, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), and which will be read by him at the time of the sale, of the following property owned by defendant:

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

This property is situated at Stand 9023 (previously Stand 1279), Mamelodi Extension 2, P.O. Rethabile, Pretoria.

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

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

Terms: 10% (ten per centum) 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 14 (fourteen) days from the date of sale.

Dated at Pretoria on this the 5th day of April 1994.

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

Case 16269/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

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

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria East, at the offices of the Sheriff, Pretoria East, 142 Struben Street, Pretoria, on 4 May 1994 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Pretoria East, 142 Struben Street, Pretoria, and which will be read by him at the time of the sale, of the following property owned by Defendant:

Erf 244, Garsfontein Township, Registration Division JR, Transvaal, measuring 1 254 (one thousand two hundred and fifty-four) square metres, held by the Defendant under Deed of Transfer T12085/1992.

This property is situated at 665 Aurelia Street, Garsfontein, Pretoria.

The property is improved as follows: Four bedrooms, kitchen, lounge, family room, two garages/store-room, swimming-pool, two bathrooms/toilet and dining-room. Single-storey dwelling-house.

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

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

Dated at Pretoria on this the 31st day of March 1994.

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

Case 11382/93

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Job Abrose Maseko**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Standerton, at the Sheriff's Office, 17 Caledon Street, Standerton, on 4 May 1994 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Standerton, 17 Caledon Street, Standerton, and which will be read by him at the time of the sale, of the following property owned by the Defendant:

Portion 42 of Erf 2373, Sakhile Township, Registration Division IS, Transvaal, measuring 252 (two hundred and fifty-two) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL67565/1988.

This property is situated at 1292 Motlaung Street, Sakhile, Standerton, Transvaal.

The property is improved as follows: Lounge/dining-room, kitchen, two bedrooms, bathroom and toilet. Single-storey dwelling-house.

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

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within thirty (30) days from the date of sale.

Dated at Pretoria on this the 8th day of April 1994.

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

Case 23402/92

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Univec Management Services CC**, First Defendant, **Holding 322 Glen Austin CC**, Second Defendant, **Calitz, Leon**, Third Defendant and **Calitz, Irma**, Fourth Defendant.

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve, will be held at the offices of the Sheriff of the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg, on 5 May 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 will lie for inspection at the offices of the Sheriff of the Supreme Court at the above address prior to the sale:

Certain Holding 322, Glen Austin Agricultural Holdings Extension 1, Registration Division IR, Transvaal, situated at Holding 322, Van Riebeeck Street, Glen Austin Extension 1, measuring 2,8819 hectares.

The property is situated in a Residential area. The property has no improvements.

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

Dated at Johannesburg this 1st day of April 1994.

J. Theiss, for Smit De Wet & Partners, 13th Floor, Schreiner Chambers, 94 Pritchard Street; P.O. Box 208, Johannesburg. (Tel. 337-6120.)

Case 27296/93
PH212

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

In the matter between **First National Bank of SA Ltd**, Plaintiff, and **Sullivan, John Joseph**, Defendant

In the execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) granted on 9 November 1993, in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Sheriff's Office, 4 Du Plessis Road, Florentia, Alberton, on 4 May 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of sale, which conditions will lie for inspection at the premises of the Sheriff prior to the sale:

Erf 2086, Mayberry Park Township, Registration Division IR, Transvaal, measuring 1 168 square metres, held by Deed of Transfer T1157/1989, situated at 1 Sekelbos Street, Mayberry Park, Alberton.

Description:

The following improvements are reported to be in the property but nothing is warranted or guaranteed, such improvements consist of a single storey 230 square metres klinker brick dwelling comprising:

Three bedrooms, walk-in built-in-cupboards, main en suite with shower, second bathroom, lounge, built-in bar, dining-room, fitted kitchen, eye level oven, HOB, enclosed porch, carpets under brick tile, in good state of repair.

Outbuildings: Large double garage, servant's room, toilet attached under brick tile, also in good state of repair. Property has modern pool with water feature with safety pool wall (klinker brick). Open paved patio/braai, two thatch umbrellas, paved driveway/courtyard.

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 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).

Dated at Johannesburg on this the 29th day of March 1994.

Moss-Morris Inc., Plaintiff's Attorneys, Eighth Floor, The Inner Court, 74 Kerk Street, P.O. Box 7066, Johannesburg. (Tel. 337-2121.) (Ref. Mr Greenfield/T Kwinana-F728.)

KENNISGEWING VAN GEREGTELIKE VERKOPING

Ter uitwinning van vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in ondergemelde sake, soos deur **Nedperm Bank Beperk** verkry sal 'n verkoping sonder 'n reserweprys gehou word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord Pretoria-Noord, op die 13de dag van Mei 1994 om 11:00, van die ondervermelde eiendomme van die Verweerders op die voorwaardes wat deur die vendusie-afslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê.

Saak 1312/94.

Vonnissskuldenaars: **Victor Manuel da Silva Chilro en Anabela Gomes Chilro.**

Eiendom: Holding 23, Christiaansville Agricultural Holdings, Registration Division JR, Transvaal.

Groot: 2,2846 (twee komma twee agt vier ses) hektaar.

Gehou: Kragtens Akte van Transport T23162/89.

Beskrywing: Onverbeterde eiendom.

Verwysing: Mnr. Botha/NP/25/94.

Saak 1771/94

Vonnissskuldenaars: **Solomon Senamelo Maboyaku en Ntali Lydia Maboyaku.**

Eiendom: Leasehold Stand 1763, Block GG, Soshanguve, Residential Area of Soshanguve, District of the District of Representative, Department of Development Aid, Soshanguve.

Groot: 588 (vyf agt agt) vierkante meter.

Gehou: Kragtens Akte van Transport T35439/1992 (voorheen sertifikaat van Reg van Huurpag 835/90).

Beskrywing: Woonhuis met betonteëldak, bestaande uit twee slaapkamers, badkamer, kombuis en sitkamer.

Verwysing: Mnr. Botha/NP/48/94.

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 vonnissskuldeiser.

Geteken te Pretoria op hierdie 7de dag van April 1994.

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

KENNISGEWING VAN GEREGTELIKE VERKOPING

Ter uitwinning van vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in ondergemelde sake, soos deur **Nedcor Bank Beperk** verkry sal 'n verkoping sonder 'n reserweprys gehou word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord Pretoria-Noord, op die 6de dag van Mei 1994 om 11:00, van die ondervermelde eiendomme van die Verweerders op die voorwaardes wat deur die vendusie-afslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê.

Saak 19994/93.

Vonnissskuldenaar: **Gerrit Johannes Viviers.**

Eiendom: Erf 1729, geleë in die dorpsgebied The Orchards-uitbreiding 11, Registrasieafdeling JR, Transvaal.

Beter bekend as: Lindestraat 17, The Orchards-uitbreiding 11.

Groot: 840 (agt vier nul) vierkante meter.

Gehou: Kragtens Akte van Transport T44855/1993.

Beskrywing: Woonhuis bestaande uit drie slaapkamers, badkamer, kombuis, sitkamer, eetkamer en motorafdak en plaveisel. Die eiendom is omhein met voorafvervaardigde betonmure.

Verwysing: Mnr. Botha/NP/605/93.

Saak 536/94

Vonnisskuldenaars: **Wilhelmus Johannes Vorster** en **Mary Ann Vorster**.

Eiendom: Gedeelte 96 ('n gedeelte van Gedeelte 2) van die plaas Lusthof 114, Registrasieafdeling JR, Transvaal.

Groot: 8,5674 (agt komma vyf ses sewe vier) hektaar.

Gehou: Kragtens Akte van Transport T57092/93.

Beskrywing: Woonhuis met platdak bestaande uit twee slaapkamers, badkamer, kombuis, sitkamer, eetkamer en motorhuis en bediende kwartiere. Die eiendom is voorsien met boorgatwater en is omhein met draad en die oprit is beton.

Verwysing: Mnr. Botha/NP/9/94.

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 afslaaersgelde 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 7de dag van April 1994.

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

Saak 14107/93**IN DIE HOOGGEREGSHOF 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 vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in ondergemelde sake, soos deur Nedperm Bank Beperk verkry sal 'n verkoping sonder 'n reserweprys gehou word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord Pretoria-Noord, op 13 Mei 1994 om 11:00, van die ondervermelde eiendomme van die Verweerders op die voorwaardes wat deur die vendusie-afslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê.

(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 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 75E Tarantaallaan, 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 75C Tarantaallaan, Ninapark-uitbreiding 3.

Groot: 377 (drie sewe sewe) vierkante meter.

Gehou: Kragtens Akte van Transport T1199/1992.

Dubbelverdiepingeenheid bestaande uit vier slaapkamers, twee en 'n halwe badkamers, kombuis, sitkamer, eetkamer, dubbelmotorhuis, 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 afslaaersgelde 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 7de dag van April 1994.

Coetzee Prokureurs, S.A.L.U.-gebou, 15de Verdieping, hoek van Andries en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Mnr. Coetzee/NP/432/93.)

NOTICE OF SALES IN EXECUTION—IMMOVABLE PROPERTY

A sale in execution of the undermentioned properties is to be held at the Magistrate's Court, Delville Street, Witbank, on 6 May at 10:00.

The Execution Creditor in all these matters is Nedcor Bank Limited and the sales take place pursuant to Judgments in the undermentioned actions instituted in the Supreme Court of South Africa (Transvaal Provincial Division).

Full conditions of sale can be inspected at the offices of the Sheriff, Witbank, at 3 Rhodes Street, Witbank, and will be read out prior to the sale.

The Execution Creditor, Sheriff, and/or Plaintiff's attorneys do not give any warranties with regard to improvements.

1. **Case 2101/94** (File ref. Mr Abro/GT1209)

Execution Debtor: **Douglas Thembinkosi Nxumalo.**

Property: Erf 2352, Phola Township, Registration Division JS, Transvaal.

Improvements: Single storey, three bedrooms, kitchen, lounge and bathroom.

2. **Case 2098/94** (File Ref. Mr Abro/GT1204)

Execution Debtor: **Bhantshana Johan Nkosi and Tronkie Jenneta Nkosi.**

Property: Erf 4440, situated in the Township of Ackerville, Registration Division JS, Transvaal.

Improvements: Single storey, three bedrooms, kitchen, lounge, bathroom and garage.

3. **Case 2110/94** (File Ref. Mr Abro/GT 1213)

Execution Debtor: **Themba Thabede and Nelsiwe Concilia Thabede.**

Property: Erf 1077, Phola Township, Registration Division JS, Transvaal.

Improvements: Single storey, two bedrooms, kitchen, lounge and bathroom.

4. **Case 2092/94** (File Ref. Mr Abro/GT1216)

Execution Debtor: **Strike Daniel Moloto and Sophie Ellen Moloto.**

Property: Erf 1963, KwaQuqa Extension 4 Township, Registration Division JS, Transvaal.

Improvements: Single storey, two bedrooms, kitchen, lounge and bathroom.

5. **Case 2104/94** (File Ref. Mr Abro/GT 1227)

Execution Debtor: **Moses Senzani Sindane.**

Property: Erf 368, KwaQuqa Extension 2 Township, Registration Division JS, Transvaal.

Improvements: Single storey, three bedrooms, kitchen, lounge and bathroom.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.]

Case 2096/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Cornelius Jacobus Ehlert**, First Defendant, and **Alida Louisa Petronella Ehlert**, Second Defendant

A sale in execution of the undermentioned property is to be held at Magistrate's Court, Kriel, on 11 May 1994 at 11:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Kriel.

No warranties are given with regard to improvements.

Property: Erf 1639, situated in the Township of Kriel Extension 5, Registration Division IS, Transvaal, known as 7 Tangelwood, Kriel.

Improvements: Single storey, three bedrooms, kitchen, lounge, bathroom, dining-room and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. Mr Abro/LVDM/GT1210.)

Case 2903/94

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

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

A sale in execution of the undermentioned property is to be held at the Sheriff of the Supreme Court, Vereeniging, Overvaal, 28 Kruger Avenue, Vereeniging, on 5 May 1994 at 11:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Vereeniging.

No warranties are given with regard to improvements.

Property: All right, title and interest in the leasehold in respect of Erf 3326, Stretford Extension 1 Township, Registration Division IQ, Transvaal.

Improvements: Single storey, three bedrooms, kitchen, lounge and bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. Mr Abro/LVDM/GT1249.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maxwell Baloyi**, First Defendant, and **Mathlodi Evelyn Baloyi**, Second Defendant

A sale in execution of the undermentioned property is to be held at Olivetti House, 603 Schubart Street, Pretoria, on 5 May 1994 at 10:00.

Full conditions of sale can be inspected at the Sheriff, Pretoria North West, at the above address.

No warranties are given with regard to improvements.

Property: Erf 2203, situated in the Township of Saulsville, Registration Division JR, Transvaal.

Improvements: Single storey, two bedrooms, bathroom, kitchen, lounge, dining-room and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. Mr Abro/LVDM/GT1184.)

Case 11007/94

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Leonard Jacobus Eybers**, First Defendant, and **Elaine Erna Eybers**, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 4 May 1994 at 10:00, of:

Erf 2262, situated in the Township of Rooihuiskraal Extension 10, Registration Division JR, Transvaal, measuring 1 235 square metres, known as 78 Strandloper Street, Rooihuiskraal Extension 10.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, four bedrooms, bathroom and toilet, bathroom, toilet and shower and double carport.

Inspect conditions at Sheriff, Pretoria South, Holding 83, corner of Gerhardt Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg City.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-401351/JAA/J. S. Herbst.)

Case 24564/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **F R Bouers BK**, CK92/01145/23, Defendant

A sale in execution will be held on Wednesday, 4 May 1994 at 12:00, by the Sheriff for Pretoria East, at 509 Lois Avenue, Erasmuskloof Extension 3, of:

Erf 14, in the Town Erasmuskloof Extension 3, Registration Division JR, Transvaal, in extent 1 348 square metres, known as 509 Lois Avenue, Erasmuskloof Extension 3.

Particulars are not guaranteed.

Partly completed dwelling with a flatlet designed to be a modern type duet scheme: Main building consists of two bedrooms, study, lounge, dining-room, entrance hall, TV-room, kitchen and two bathrooms. Flat consists of two bedrooms, lounge, dining-room, kitchen, bathroom and two single garages.

Inspect conditions at Sheriff, Pretoria East, at 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-392363/JAA/J. S. Herbst.)

Case 8407/94

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Maria Magdalena Landsberg**, First Defendant, and **Maria Magdalena Landsberg**, Second Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 5 May 1994, at 10:00, of:

Erf 386, situated in the Township of Danville, Registration Division JR, Transvaal, measuring 496 square metres, known as 220 Dannhauser Street, Danville.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom/w.c., stores and two garages.

Inspect conditions at Sheriff, Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-401321/JAA/J. S. Herbst.)

Case 11141/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Jappie Papanyana Molekwa**, First Defendant, and
Brenda Molekwa, Second Defendant

A sale in execution will be held on Thursday, 5 May 1994 at 10:00, by the Sheriff for Pretoria North West at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

Erf 6904, situated in the Township of Atteridgeville, Registration Division JR, Transvaal, in extent 368 square metres, known as 6904 Semanya Street, Atteridgeville, 0008.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms and bathroom.

Inspect conditions at Sheriff, Pretoria North West, 202 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-373840/JAA/J. S. Herbst.)

Case 738/91

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Shonisani Gilbert Mutswaletswale**, Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 6 May 1994 at 11:00, of:

Site 2665, Block L together with all erections or structures thereon, in the Township of Soshanguve, in the area of jurisdiction of the regional representative of the Department of Development Aid, held under Certificate of Right of Leasehold 2665, dated 28 April 1986, as will more fully appear from General Plan BA7/1975, Sheet 11, known as Site 2665, Block L, Soshanguve.

Particulars are not guaranteed.

Dwelling with lounge, kitchen, four bedrooms, bathroom and w.c.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-401371 (360033)/JAA/J. S. Herbst.)

Case 1133/93

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Jacob Muhusela Mabena**, First Defendant, and
Mapula Mathilda Mabena, Second Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 6 May 1994 at 11:00, of:

All right, title and interest in the leasehold in respect of Erf 8643 (formerly Erf 1011), in the Township of Mamelodi Extension 2, Registration Division JR, Transvaal, measuring 375 square metres, known as R. O. W. Mamelodi Extension 2.

Particulars are not guaranteed.

Dwelling with two bedrooms and bathroom.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-387544 (363014)/JAA/J. S. Herbst.)

Case 9520/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Sampolale Johannes Masemola**, First Defendant, and
Manyana Paulina Masemola, Second Defendant

A sale in execution will be held on Friday, 6 May 1994 at 11:00, by the Sheriff for the Supreme Court, Wonderboom, Pretoria North at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, of:

All right, title and interest in the leasehold in respect of Erf 1632, in the Township of Mamelodi Extension 2, Registration Division JR, Transvaal, in extent 441 square metres, known as R.O.W. Erf 1632, Mamelodi Extension 2.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, three bedrooms and bathroom.

Inspect conditions at the Sheriff for the Supreme Court, Wonderboom, Pretoria North at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-404833 (371753)/JAA/M. Oliphant.)

Case 8300/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **William Jabulane Mbokazi**, Defendant

A sale in execution will be held on Friday, 6 May 1994 at 10:00, at Sheriff for the Supreme Court, Soshanguve, Portion 83, De Onderstepoort (just North of Sasko Mills), old Warmbaths Road, Bon Accord, of:

All right, title and interest in and to the leasehold in respect of Site 345, Block BB, together with all erections or structures thereon in the Township of Soshanguve, in the area of jurisdiction of the Regional Representative of the Department of Development Aid, held under Certificate of Right of Leasehold 345, dated 12 September 1986 as will more fully appear from General Plan PB25/80, known as Site 345 BB, Soshanguve.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom and single garage.

Inspect conditions at the Sheriff for the Supreme Court, Soshanguve, Portion 83, De Onderstepoort (just North of Sasko Mills), old Warmbaths Road, Bon Accord.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/B-404832(369570)/JAA/M Oliphant.]

Saak 18551/87

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

In die saak tussen **ABSA Bank Beperk** (Volkskas Bank, Sauerstraat-tak), Eiser, en **Contract Farming (Pty) Limited**, Eerste Verweerder, **Hines, Walter John Maurice**, Tweede Verweerder, en **Hines, Elaine Rosemarie**, Derde Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word deur die Balju van die Hooggeregshof, Johannesburg-Noord, te diese kantore te Marshallstraat 131, Johannesburg, op 5 Mei 1994 om 10:00, van die ondervermelde eiendom van die Derde Verweerder wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Johannesburg-Noord, voor die verkoping ter insae sal lê:

Sekere Eenheid 26 soos aangetoon en vollediger beskryf op Deelplan 83/77 in die skema bekend as SS Montevideo, ten opsigte van die grond en gebou of geboue geleë te Negende Straat, Killarney-dorpsgebied, Plaaslike Owerheid, Johannesburg, van welke deel die vloeroppervlakte, volgens voormelde deelplan 165 (eenhonderd vyf-en-sestig) vierkante meter groot is; en

'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan.

Ook bekend as 26 Montevideo (synde Woonstel 501), Negende Straat, Killarney.

Verbeterings (nie gewaarborg nie): Sitkamer, eetkamer, drie slaapkamers, twee badkamers, balkon en motorhuis onder sinkdak.

Terme: 10% (tien persent) van die koopprijs 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 soos 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 (sesduisend rand). Minimum heffing R100 (eenhonderd rand).

Gedateer te Johannesburg op die 28ste dag van Maart 1994.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. SV7620/Mnr. Schutte.)

Case 13679/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Robert Harris**, Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord, on 13 May 1994 at 11:00, to the highest bidder:

Certain Plot 43, Wonderboom Agricultural Holdings, Registration Division JR, Transvaal, measuring 2,0609 (two comma nought six nought nine) hectares, situated at Plot 34, old Warmbaths Road, Wonderboom Agricultural Holdings.

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: Plot, vacant land.

3. *Payment:* The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within 14 (fourteen) 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 Office at Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord.

Signed at Pretoria on this the 8th day of April 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. T. Kartoudes/MB/N1179.)

Case 12/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF VEREENIGING HELD AT MEYERTON**

In the matter between **First National Bank**, Plaintiff, and **Louis Frederick Viljoen**, First Defendant, and **Talitha Kuma Johanna Viljoen**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 26 January 1994 and subsequent warrant of execution, the following property will be sold in execution on 28 April 1994 at 10:00, by the Sheriff, Magistrate's Court, 51 Loch Street, Meyerton, to the highest bidder:

Portion 1 of Erf 5, Klip River.

10% (ten per cent) of the purchase price is payable in cash on conclusion of the sale and the balance against registration of transfer in the name of the purchaser, to be secured by an acceptable guarantee to be furnished to the Sheriff, Magistrate's Court, Meyerton, within 14 (fourteen) days of the date of sale.

The following information is brought to the attention of the prospective purchaser, but nothing is guaranteed:

Three bedroom dwelling-house with tiled roof, bathroom, double garage and wire and precast fencing.

Situated at 49A Verwoerd Road, Kookrus, Meyerton.

The full conditions of sale which shall be binding upon the purchaser may be inspected during office hours at the office of the Sheriff, Magistrate's Court, Meyerton.

Dated at Meyerton this 23rd day of March 1994.

McLoughlin Porter, 15D Loch Street, Meyerton. (Ref. A. Meintjes/E228.)

Saak 7988/93**IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK**

In die saak tussen **NBS Bank Bpk.**, No. 87/01384/06 (Natal Bouvereniging Beperk), Eiser, en **S. T. Sandla**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 1 Desember 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 6 Mei 1994 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark.

Eiendom: Erf 62592, Sebokeng-uitbreiding 17-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 275 vierkante meter.

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

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 die Verbandhouer en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark hierdie 29ste dag van Maart 1994.

Du Plessis, Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031/6.) (Verw. I.30301/ip.)

Case 14684/92
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **David Mervyn Theophilius**, First Defendant, and **David Pamela**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Courts Office, Van Riebeeck Street, Westonaria, on Friday, 6 May 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 373, Lenasia South Extension 1 Township, Registration Division IQ, Transvaal, measuring 350 m², held by the Defendants under Deed of Transfer T38093/1987, being 373 Lenasia South Extension 1.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 15th day of March 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Z48685/FCLS/Mr Brewer/djl.)

Case 11572/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Jan Bors**, First Defendant, and **Paulien Bors**, 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 20 Athlone Street, Alabamba, on Friday, 6 May 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 office of the Sheriff for the Supreme Court Klerksdorp at 11 Teak Avenue, Industrial Sites, Klerksdorp:

Erf 1814, Alabama Extension 2 Township, Registration Division IP, Transvaal, measuring 615 m², held by the Defendants under Deed of Transfer T82477/1989, being 20 Athlone Street, Alabama.

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

The dwelling consists of lounge, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 3rd day of March 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Z70190/FCLS/Mr Brewer/djl.)

Case 1333/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Wessels Anna Nongethi**, 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 Vanderbijlpark, at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 6 May 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 main entrance hall of the Magistrates's Court, General Hertzog Street, Vanderbijlpark.

The right of leasehold in respect of Stand 830, Zone 6, Extension 2, Sebokeng Township, Registration Division IQ, Transvaal, measuring 269 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL37149/1990, being 830 Zone 6, Extension 2, Sebokeng.

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

The dwelling consists of lounge, two bedrooms, bathroom/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 on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 15th day of March 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Z68956/FCLS/Mr Brewer/djl.)

Case 13348/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Ninzi Mxolisi**, 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, 6 May 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:

The right of leasehold in respect of Erf 723, Dobsonville Gardens Township, Registration Division IQ, Transvaal, measuring 231 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL32031/1991, being 723 Dobsonville Gardens.

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

The dwelling consists of lounge, bathroom/w.c., two bedrooms 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 on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 6th day of March 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Z67938/FCLS/Mr Brewer/djl.)

Case 23673/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Cupido Henry**, First Defendant, and **Cupido Katrina**, 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, 6 May 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, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 342, Davidsonville Extension 2 Township, Registration Division IQ, Transvaal, measuring 392 m², held by the Defendants under Deed of Transfer T12420/1990, being 626 Sparta Street, Davidsonville Extension 2, 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 and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 6th day of March 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Z75720/FCLS/Mr Brewer/djl.)

Case 22868/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Jacobs Charles Edward Rodner**,
First Defendant, and **Jacobs Barbara Sylvia**, 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, 6 May 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, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 661, Davidsonville Extension 2 Township, Registration Division IQ, Transvaal, measuring 350 m², held by the Defendants under Deed of Transfer T10855/1991, being 367 Helios Street, Davidsonville Extension 2.

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

The dwelling consists of lounge, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 6th day of March 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Z75001/FCLS/Mr Brewer/djl.)

Case 5401/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mokoena Mokete Johas**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 5 May 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

The right of leasehold in respect of Erf 1353, Lakeside, Evaton Township, Registration Division IQ, Transvaal, measuring 228 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL57538/1990, being 1353 Lakeside, Evaton.

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

The dwelling consists of lounge, two bedrooms, bathroom/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 on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 15th day of March 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Z65531/FCLS/Mr Brewer/djl.)

Case 28263/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Mosadi Itumeleng Amos**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp, on Wednesday, 4 May 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, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

The right of leasehold in respect of Stand 6000, Kagiso Township, Registration Division IQ, Transvaal, measuring 263 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL12684/1987, being 6000 Masalane Drive, Kagiso, Krugersdorp.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 6th day of March 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Z76438/FCLS/Mr Brewer/djl.)

Case 30594/93
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 **Botha Pieter Johannes Hendrik**, First Defendant, and **Botha Winnie Daphen Elizabeth**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 5 May 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 West, at 32 Von Brandis Street, Johannesburg:

Portion 2 of Erf 1737, Triomf Township, Registration Division IQ, Transvaal, measuring 644 m², held by the Defendants under Deed of Transfer T26972/1993, being 25 Gerty Street, Triomf.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consist of lounge, dining-room, three bedrooms, bathroom/w.c./shower, bathroom/w.c., kitchen, two garages, w.c. and bath.

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 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 R200 (two hundred rand).

Dated at Johannesburg this 6th day of March 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78719/FCLS/Mr Brewer/djl.)

Saak 27425/93
PH 267

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

In die saak tussen **ABSA Bank Beperk** (United Bank Divisie) voorheen bekend as United Bank Beperk en voor dit as United Bouvereniging Beperk, en vroeër United Bouvereniging, Eiser, en **Favini Felicity Maria Cesarina**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word voor die kantore van die Balju van die Hooggeregshof, Johannesburg, te Marshallstraat 131, Johannesburg, op Donderdag, 5 Mei 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees sal word ten tyde van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju van die Hooggeregshof, Johannesburg-Oos, te Marshallstraat 131, Johannesburg:

Sekere Gedeelte 3 van Erf 233, in die dorpsgebied Lyndhurst, Registrasieafdeling IR, Transvaal, waarvan die grootte 1 762 vierkante meter is, gehou deur die Verweerder kragtens Akte van Transport T22464/1993, synde Lyndhurstweg 181, Lyndhurst, Johannesburg.

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

Bepalings: 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-, bougenootskap- of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

Die koper moet afslagselde betaal bereken teen 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000 (sesduisend rand). Minimum bedrag R200 (tweehonderd rand).

Gedateer te Johannesburg hierdie 20ste dag van Maart 1994.

Routledges Ingelyf, Eiser se Prokureurs, Vyfde Verdieping, Unitedgebou, Foxstraat 120, Johannesburg. (Tel. 836-5251.) (Verw. Z76904/mev. Isola/cvdm.)

Case 11889/91
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Jones Leslie Michael Kekewich**, 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, 5 May 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 South, at 100 Sheffield Street, Turffontein:

Erf 2605, Glenvista Extension 5 Township, Registration Division IR, Transvaal, measuring 1 542 m², held by the Defendant under Deed of Transfer T43167/1988, being 225 Vorster Avenue, Glenvista Extension 5, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consist of entrance-hall, lounge, dining-room, family room/study, four bedrooms, three bathrooms/w.c./shower, kitchen, scullery, double garage, servant's room, w.c., TV-room 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 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 R200 (two hundred rand).

Dated at Johannesburg this 20th day of March 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z23282/Ms Isola/Ms Glyn/cvdn.)

Case 19081/91
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Manzini Lawrence**, First Defendant, and **Manzini Ntlogeleng Mavis**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp, on Wednesday, 4 May 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, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

The right of leasehold in respect of Stand 3671, Kagiso Township, Registration Division IQ, Transvaal, measuring 268 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL11247/1989, being 3671 Kagiso, Krugersdorp.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consist of lounge, dining-room, three bedrooms, kitchen, two bathrooms/w.c. and garage.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 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 R200 (two hundred rand).

Dated at Johannesburg this 6th day of March 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z24413/FCLS/Mr Brewer/djl.)

Case 82475/92
PH 98

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

In the matter between **Diners Club (SA) (Pty) Limited**, Plaintiff, and **Elandsfontein Estate CC**, Defendant

In execution of a judgment of the Magistrates' Court for the District of Johannesburg, dated 23 November 1992, in the above-mentioned suit, a sale without reserve price, but subject to the provisions of section 66 (2) of the Magistrates' Courts Act, No. 32 of 1944, as amended, the price subject to the Plaintiff's approval, will be held at the sale rooms of the Sheriff of the Court, Du Pisanie Building, 74 Joubert Street, Germiston, on 23 May 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff of the Court:

Certain: Erf 7, Elandshaven Township, Registration Division IR, Transvaal, measuring 5,6677 (five comma six six seven seven) hectares, held by Certificate of Registered Title T25412/1991, subject to the conditions therein referred to and especially to the reservation of the mineral rights, also known as 19A Sandwich Bay Street, Elandshaven.

Improvements consisting of the following: Private open space which is defined as private sports, play, rest, recreational areas, ornamental gardens and pleasure grounds.

Erf 45, Elandshaven Township, Registration Division IR, Transvaal, measuring 4 527 (four thousand five hundred and twenty-seven) square metres, held by Certificate of Registered Title T25412/1991, subject to the conditions therein referred to and especially to the reservation of the Mineral Rights, also known as 42-44 Sandwich Bay Street, Elandshaven, and consisting of the following:

Land zoned for Residential 4 for dwelling units, outbuildings, residential buildings, excluding an hotel in respect of which an on-consumption licence is granted according to the conditions of the Liquor Act, No. 87 of 1977. The highest and best use for this stand would be Townhouses at 20 units per hectare.

Erf 46, Elandshaven Township, Registration Division IR, Transvaal, measuring 3 857 (three thousand eight hundred and fifty-seven) square metres, held by Certificate of Registered Title T25412/1991.

Subject to the condition therein referred to and especially to the reservation of the mineral rights, also known as 45-47 Bonzaby Street, Elandshaven, and consisting of the following:

Land zoned for public garage, for public garages, public or private parking areas.

Erf 48, Elandshaven Township, Registration Division IR, Transvaal, measuring 6452 (six thousand four hundred and fifty-two) square metres, held by Certificate of Registered Title T25412/1991, subject to the conditions therein referred to and especially to the reservation of the mineral rights, also known as 39-41 Bonzaby Street, Elandshaven, and consisting of the following: Land zoned business 3 shops and offices.

Erf 50, Elandshaven Township, Registration Division IR, Transvaal, measuring 5 964 (five thousand nine hundred and sixty-four) square metres, held by Certificate of Registered Title T25412/1991.

Subject to the conditions therein referred to and especially to the reservation of the mineral rights, also known as 27-35 Bonzaby Street, Elandshaven, and consisting of the following:

Land zoned Residential 4 for dwelling units, outbuildings, residential buildings excluding an hotel in respect of which an on-consumption licence is granted according to the conditions of the Liquor Act, No. 87 of 1977. The highest and best use for this stand would be Townhouses at 20 units per hectare, Erf 60, Elandshaven Township, Registration Division IR, Transvaal, measuring 4 448 (four thousand and four hundred and forty-eight) square metres, held by Certificate of Registered Title T25412/1991, subject to the conditions therein referred to and especially to the reservation of the Mineral Rights; also known as 29-31 Algoabaai Crescent, Elandshaven, and consisting of the following:

60 Zoned Educational Places of instruction, social halls and places of public worship.

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 (thirty) days from the date of sale.

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

4% (four per centum) on the proceeds of the sale [minimum R50 (fifty rand)].

Dated at Johannesburg on this the 30th day of March 1994.

Tarica-Bowes, Plaintiff's Attorneys, Third Floor, Kelhof Building, corner of Pritchard and Delvers Streets; P.O. Box 10914, Johannesburg. (Tel. 29-7061.) (Ref. JT JG D1390.)

Cae 03994/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Naundorf, Ernst August**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Krugersdorp, at corner of Ockerse and Rissik Streets, 22B Klaburn Court, Krugersdorp, on Wednesday, 4 May 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 165, Kenmare Township, Registration Division IQ, Transvaal, situated 61 Willoughby Street, Kenmare, area 1 553 (one thousand five hundred and fifty-three) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, two garages/store-rooms, two carports, swimming-pool, laundry, under tiled roof, staff quarters with toilet and shower, concrete driveway, enclosed with precast and brick walls, borehole, flat consisting of bedroom, bathroom, kitchen/dining-room and lounge.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per centum) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 22nd day of March 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. GT33E/mgh/tf.)

Case 20126/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **De Witt, Ernst Hendrik**, 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, Germiston, at Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 5 May 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 80, Marlands Township, Registration Division IR, Transvaal, situation 32 Third Avenue, Marlands, Germiston, area 991 (nine hundred and ninety-one) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, lounge, dining-room, kitchen, garage, carport, property enclosed, under tiled roof and two staff quarters.

Terms: A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per centum) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 29th day of May 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Giron Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NX10E/mgh/tf.)

Case 3692/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Rensleigh, Christopher Andrew Peter**, 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 South, at 131 Marshall Street, Johannesburg, on Thursday, 5 May 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 132, Comptonville Township, Registration Division IQ, Transvaal, situation 50 Flora Avenue, Comptonville, area 1 966 (one thousand nine hundred and sixty-six) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, nine carports, under iron roof, staff quarters, paved driveway, enclosed with brick walls and borehole.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; 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 25th day of March 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Giron Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NQ58E/mgh/tf.)

Case 02392/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tayob, Jose Carlos de Omaz**, First Defendant, and **Tayob, Antonio Luis de Omar**, 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, Germiston, at Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 5 May 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 313, Malvern East Extension 2 Township, Registration Division IR, Transvaal, situation 22 Senator Road, Malvern East Extension 2, area 615 (six hundred and fifteen) square metres.

Improvements (not guaranteed): Entrance-hall, lounge, three bedrooms, full bathroom, kitchen, granny flat, consisting of lounge, kitchen, bathroom, bedroom, garage, under iron roof, enclosed with precast and brick walls and staff quarters with outside toilet.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; 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 10th day of March 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Giron Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. BR341E/mgh/tf.)

Case 24704/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Van Tonder, Petrus Dercksen**, 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 South, at 131 Marshall Street, Johannesburg, on Thursday, 5 May 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 30 (a portion of Portion 3) of the farm Diepkloof 319, Registration Division IQ, Transvaal, situation 10 Antrim Street, Diepkloof 319, Lougherin Agricultural Holdings, Johannesburg, area 1,8919 (one comma eight nine one nine) hectares.

Improvements (not guaranteed): Three bedrooms, two bathrooms with separate cloak room, kitchen, lounge, dining-room, family room,, study, three carports, under tiled roof, three staff quarters with outside ablutions, enclosed with wire fencing.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; 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 23rd day of March 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Griton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. OZ110E/mgh/tf.)

Case 727/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Khan, Indris**, 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, Westonaria, at the entrance to the Magistrate's Court, Westonaria, on Friday, 6 May 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 2794, Lenasia South Extension 2 Township, Registration Division IQ, Transvaal, situation 2794 Kingfisher Street, Lenasia South Extension 2, area 658 (six hundred and fifty-eight) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom with separate toilet, kitchen, lounge/dining-room, under tiled roof, enclosed with precast 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 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NY62E/mgh/tf.)

Case 01885/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mokoena: Serame Ernest**, 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, Soweto East, at 131 Marshall Street, Johannesburg, on Thursday, 5 May 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 21594, Meadowlands Township, Registration Division IQ, Transvaal, situation 85A Zone 4 (previously known as 21594), Meadowlands, area 183 (one hundred and eighty-three) square metres.

Improvements (not guaranteed): Dining-room, bedroom, kitchen, under iron and asbestos roof and staff quarters.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, 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 9th day of March 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Griton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NO189E/mgh/tf.)

Case 01989/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Smith: Brian Henry**, 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 North, at 131 Marshall Street, Johannesburg, on Thursday,

5 May 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 37, as shown and more fully described on Sectional Plan SS181/1982, in the building or buildings known as High Hylton, situated at Johannesburg Township, in the area of the Johannesburg Local Authority, of which the floor area, according to the said sectional plan is 41 (forty-one) square metres in extent; and

(b) an undivided share in the common property in the land and buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section.

Situation: Flat 312, High Hylton, Goldreich Street, Hillbrow.

Improvements (not guaranteed): Bedroom/lounge, bathroom and kitchen under slab roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 9th day of March 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. OZ104E/mgh/tf.)

Case 00963/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sukova (Proprietary) Limited, No. 87/06339/07**, 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 South, at 131 Marshall Street, Johannesburg, on Thursday, 5 May 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 485, Bassonia Extension 1 Township, Registration Division IR, Transvaal, situation 4 Alwyn Avenue, Bassonia Extension 1, area 880 (eight hundred and eighty) square metres.

Improvements (not guaranteed): A vacant stand.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, 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 29th day of March 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Par, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NQ89E/mgh/tf.)

Case 27853/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Adams: Mugamat Shafik**, 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 West, at 131 Marshall Street, Johannesburg, on Thursday, 5 May 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 984, Crosby Township, Registration Division IQ, Transvaal, situation 94 Moira Avenue, Crosby, area 537 (five hundred and thirty-seven) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge/dining-room, garage, under iron roof, staff quarters, concrete driveway and property enclosed.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, 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 29th day of March 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NV123E/mgh/tf.)

Case 14962/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Rensleigh: Christopher Andrew Peter**, 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 South, at 131 Marshall Street, Johannesburg, on Thursday, 5 May 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 133, Comptonville Township, Registration Division IQ, Transvaal. *Situation*: 46 Flora Avenue, Comptonville, area 1 487 (one thousand four hundred and eighty-seven) square metres. *Improvements* (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, swimming-pool, under thatch roof, staff quarters, paved driveway and property enclosed.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per centum) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum fee of R6 000 (six thousand rand) and minimum of R200 (two hundred rand).

Dated at Johannesburg on this the 22nd day of March 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NQ53E/mgh/tf.)

Case 02390/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **27 St John's Wood Properties CC** (CK89/12057/23), Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Germiston, at Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 5 May 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 may be inspected at the Sheriff, prior to the sale:

Certain 1. A unit consisting of:

A) Section 27, as shown and more fully described on Sectional Plan SS28/1978, in the scheme known as St John's Wood, in respect of the land and building or buildings, situated at Bedfordview Extension 100 Township, in the area of Bedfordview Local Authority of which the floor area, according to the said sectional plan is 126 (one hundred and twenty-six) square metres, in extent; and

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

Situation: Flat 27, St John's Wood, Batten Road, Bedfordview Extension 100. *Improvements* (not guaranteed): Entrance-hall, lounge and garden area, dining-room, two bedrooms, bathroom, shower/toilet, toilet, kitchen, carport and property enclosed.

Terms: A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per centum) of the purchase price, 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 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum fee of R6 000 (six thousand rand) and a minimum of R200 (two hundred rand).

Dated at Johannesburg on this the 29th day of March 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. BR342E/mgh/tf.)

Case 34366/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mthembu: Joshua Sonnyboy**, 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 Sheriff of the Supreme Court, Randfontein, at the entrance to the Magistrate's Court, Pollock Street, Randfontein, on Friday, 6 May 1994 at 14:15, 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:

Certain all right, title and interest in the leasehold in respect of Lot 3859, Mohlakeng Township, Registration Division IQ, Transvaal. *Situation*: Lot 3859, Mohlakeng, area 260 (two hundred and sixty) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge and under tiled roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per centum) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum fee of R6 000 (six thousand rand) and a minimum of R200 (two hundred rand).

Dated at Johannesburg on this the 29th day of March 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NO175E/mgh/tf.)

Case 13744/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Naturena's Pride CC**: CK92/30458/23, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 5 May 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 79 (a portion of Portion 74), of the farm Misgund 322, Registration Division IQ, Transvaal. *Situation:* Portion 79, of the farm Misgund 322 Township, area 4,4837 (four comma four eight three seven) hectares. *Improvements* (not guaranteed): Three bedrooms, one and a half bathroom, kitchen, lounge, dining-room, study, three garages/store-rooms, under iron roof and staff quarters.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per centum) of the purchase price, 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 day of sale. Auctioneer's charges are payable and calculated at 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) to a maximum fee of R6 000 (six thousand rand) and a minimum of R200 (two hundred rand).

Dated at Johannesburg on this the 23rd day of March 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NY33E/mgh/tf.)

Case 4765/92

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

In the matter between **Bankorp Ltd**, trading as Trust Bank, Execution Creditor, and **Michael Rowan Dagg**, First Execution Debtor, and **Joan Rose-Marie Dagg**, Second Execution Debtor

In pursuance of a judgment in the above Honourable Court, and a warrant of execution dated 19 April 1993, the following property will be sold in execution by Libra Auctioneers CC, on Wednesday, 4 May 1994, at 11:00, and from the premises of the said immovable property, namely:

Erf 795, Selection Park Township, Registration Division IR, Transvaal, measuring 1 115 (one thousand one hundred and fifteen) square metres, held under Deed of Transfer T17121/1988, and also known as 15 Morris Crescent, Selection Park, Springs.

Material conditions of sale:

1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder, the conditions of the title deed in so far as these are applicable and further subject to the conditions of sale which are referred to in paragraph 4 hereof.

2. The following improvements on the property are reported, but nothing is guaranteed: *Main building:* Dwelling with corrugated iron roof consisting of: Lounge, dining-room, passage, kitchen, three bedrooms, bathroom and separate w.c. *Outbuildings:* Single garage, servant's room and w.c. *Sundries:* Walls and paving.

3. 10% (ten per centum) of the purchase price and auctioneer's charges in cash or by way of bank-guaranteed cheque on the day of the sale, and the balance plus interest at 20% (twenty per centum) per annum, payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished to the Sheriff of the Court, within 21 days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Springs, at 66 Fourth Street, Springs. (Tel. (011) 812-1634/5/6).

Dated at Germiston on this the 28th day of March 1994.

P. O. de Lange, for Steenkamp, Theart — Du Plessis, Mey, Plaintiff's Attorneys, Third Floor, Trust Bank Centre, Odendaal Street, Germiston. (Ref. 6186/E. Schoeman.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF HEIDELBERG (TVL) HELD AT HEIDELBERG (TVL)

In the matter between **Bankorp Ltd** trading as Trust Bank, Execution Creditor, and **Keith Alexander Ross**, Execution Debtor

In pursuance of a judgment in the above Honourable Court, and warrant of execution dated 1 December 1993, the following property will be sold in execution by Libra Auctioneers CC, on Tuesday, 17 May 1994 at 12:00, and from the premises of the said immovable property, namely:

Holding 32, Heidelberg Agricultural Holdings, Registration Division IR, Transvaal, measuring 1,7583 (one comma seven five eight three) hectares, held under Deed of Transfer T31564/87, also known as 32 Tarentaal Street, Boschfontein, Heidelberg.

Material conditions of sale:

1. The property shall be sold without reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder, the conditions of the title deed in so far as these are applicable and further subject to the conditions of sale which are referred to in paragraph 4 hereof.

2. The following improvements on the property are reported, but nothing is guaranteed: *Main building*: Dwelling with tile roof consisting of lounge, dining-room, family room, study, kitchen, laundry, sun room, bar, four bedrooms, two and a half bathroom, sewing room and cloakroom. *Outbuildings*: Four garages, carport, servant's room, bathroom, three store rooms and workroom. *Sundries*: Swimming-pool, walls and borehole.

3. 10% (ten per centum) of the purchase price and auctioneer's charges in cash or by way of bank-guaranteed cheque on the day of the sale, and the balance plus interest at 17,25% (seventeen comma two five per centum) per annum payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished to the Sheriff of the Court, within 21 (twenty-one) days from the date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff, of the Magistrate's Court, Heidelberg (Tvl), at 40 Ueckermann Street, Heidelberg (Tvl) [Tel. (0151) 2353.]

Dated at Germiston on this the 26th day of March 1994.

L. Steenkamp, for Steenkamp, Theart — Du Plessis, Mey, Plaintiff's Attorneys, Third Floor, Trust Bank Centre, Odendaal Street, Germiston. (Ref. 8305/E. Schoeman.)

Case 3040/91

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Clayton Randolph Myburgh**, First Defendant, married in community of property to **Helene Sophia Myburgh**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 10 May 1991, and writ of execution dated 11 February 1994, the following property will be sold in execution on Wednesday, 11 May 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain Erf 432, Eden Park Township, Registration Division IR, Transvaal. *Street address*: 3 Daf Street, Eden Park, Alberton, measuring 708 (seven hundred and eight) square metres, held by Deed of Transfer T19396/1989, dated 28 February 1989. *Zoning*: Residential. *Special use or exemptions*: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows: *Main building*: Lounge, kitchen, three bedrooms and bathroom. *Outbuildings*: Carport.

1. *Terms*: 10% (ten per centum) of the purchase price in cash at the sale, the balance plus interest at 18% (eighteen 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 the 29th day of March 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 25521/93
PH 503/C41IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Williams, Claude Fred**, Plaintiff, and **Williams, Esme Charlette**, First Defendant, and **Williams, Ralph Herman**, Second Defendant

On 6 May 1994 at 10:00, a public auction sale will be held at the Supreme Court, 182 Progress Road, Technikon, Roodepoort, at which the Sheriff of the Court will, pursuant to the judgment of the Court of this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell in respect of Erf 431, Fleurhof Township, Registration Division IQ, Transvaal (hereinafter called the property) and in extent 813 square metres held by Deed of Transfer T5650/1981.

The following improvements are reported but not guaranteed: *Dwelling*: Lounge, three bedrooms, two bathrooms, passage, kitchen, servant's quarters, single garage and carport.

Conditions of sale: The full conditions of the sale which will be read out by the Sheriff of the Court immediately before the sale may be inspected at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort.

Dated at Johannesburg on this the 22nd day of March 1994.

Chunilal & Tanina, Plaintiff's Attorneys, First Floor, Central House, 70 Central Avenue, Mayfair, P.O. Box 42650, Fordsburg, 2033. (Tel. 839-4357.) (Ref. Mr Chunilal.)

Case 7275/93
PH 155

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

In the matter between **Fidelity Bank Limited**, Plaintiff, and **SBO Property Investments CC**, First Defendant, **Du Plessis Gertruida Susanna**, Second Defendant, **Van der Westhuizen Gertruida Cornelia**, Third Defendant, **Tricon CC**, Fourth Defendant, **Nel Petronella Johanna** Fifth Defendant, **Du Plessis Sarel**, Sixth Defendant, **Van der Westhuizen Albertus Arnoldus** Seventh Defendant, and **Nel Ockert Jacobus**, Eighth 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 offices of De Klerk, Vermaak and Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 28 April 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, and which conditions may be inspected at the offices of the Sheriff, Vereeniging, prior to the sale:

1. Erf 935, situated in the Township Duncanville Extension 3, Registration Division IQ, Transvaal, corresponding with 22 Spencer Street, Duncanville Extension 3, Vereeniging, in extent 2 012 (two thousand and twelve) square metres.
2. Erf 957, situated in the Township Duncanville Extension 3, Registration Division IQ, Transvaal, corresponding with 24 Spencer Street, Duncanville Extension 3, Vereeniging, in extent 1 500 (one thousand five hundred) square metres.

The following information is furnished *re* the improvements though in this respect, nothing is guaranteed: Concrete building with zinc roof surrounded by concrete wall with a barbed wire fencing on top of the wall.

Terms: Ten per cent 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 within thirty (30) days from the date of sale.

Dated at Johannesburg this 9th day of March 1994.

J. F. Bezuidenhout, for Salomon-Friedman, Plaintiff's Attorneys, First Floor, SFB Chambers, 133 Marshall Street, Johannesburg. (Ref. J. F. Bezuidenhout.)

Case 6421/93

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Butana Hendrik Dikgetsi**, Defendant

Pursuant to a judgment granted by the above-mentioned Honourable Court, dated 22 July 1993 and warrant of execution served on 13 October 1993, the undermentioned property will be sold on 4 May 1994 at 10:00, at the Sheriff of the Magistrate's Office, Johriahof, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 1927, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres, also known as Site 1927, Moleleki Extension 3, Katlehong, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey conventional built residence under tiled roof comprising two bedrooms, lounge, kitchen, bathroom and outside buildings comprising of nil.

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16,25% (sixteen comma two five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.
2. The purchaser shall be obliged to pay a deposit of 10% (ten per cent) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Messenger of the Court and/or such other person/s as he requires on transfer of the property to be purchaser.
3. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

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

Dated at Bedfordview on this the 21st day of March 1994.

M. D. Yammin, for Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenview, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/LS1209.)

Case 2345/91

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

In the matter between **Lambton Investments CC**, Plaintiff, and **Avril Ebrose Goeieman**, Defendant

On 20 May 1994 at 10:00, a public auction sale will be held in front of the Court-house, Fox Street-entrance, Johannesburg, at which the Sheriff of the Court will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Certain Erf 6536, Eldoradopark Extension 6, Registration Division IQ, Transvaal, measuring 357 (three hundred and fifty-seven) square metres, also known as 58 Daniel Myburgh Street, Eldoradopark.

Improvements reported (which are not warranted to be correct and are not guaranteed): Lounge, dining-room, four bedrooms, bathroom, separate toilet, kitchen, pantry and garage (hereinafter referred to as "the property").

The property will be sold subject to any existing tenancy, subject to the provisions of Section 66 (2) (a) and (c) of Act, No. 32 of 1944 (as amended) regarding the bondholders, being the Standard Bank of S.A. Ltd, and other preferent creditors subject to payment to the local authority of all rates and taxes and other charges to enable a clearance certificate to be issued.

A cash deposit of 10% (ten per cent) of the purchase price or R500, whichever is the greater shall be paid on the date of sale and interest on the unpaid balance at the current building society rates of interest shall be payable, such unpaid balance to be secured by an acceptable guarantee within fourteen (14) days of the sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, 100 Sheffield Street, Turfontein.

Dated at Germiston on this 21st day of March 1994.

Stupel & Berman, Plaintiff's Attorneys, 70 Lambert Street, Germiston. (Ref. Mr Berman/CR.)

Saak 9359/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **United Bank**, 'n Divisie van ABSA Bank, Eksekusieskuldeiser, en **A. J. Swart**, Eerste Eksekusieskuldenaar, en **T. Swart**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Germiston, op 9 Mei 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 458, Elsburg-uitbreiding 1-dorpsgebied, Germiston, Registrasieafdeling IR, Transvaal, gehou onder Titellakte T50997/92, grootte 1537 (eenduisend vyfhonderd sewe-en-dertig) vierkante meter, ook bekend as Delpoortstraat 4, Elsburg-uitbreiding 1, Germiston.

Beskrywing:

Woonhuis met sitkamer, eetkamer, vier slaapkamers, kombuis, badkamer, en toilet, alles onder 'n sinkdak, die eiendom is omhein met betonmure, 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 aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshofwet.

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 23ste dag van Maart 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UA70.)

Saak 25888/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Pieter Cornelus Jooste**, Verweerder

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 4 Mei 1994 om 10:00, by die kantore van die Balju, Pretoria-Suid, Strubenstraat 142, Pretoria, ter voldoening aan die vonnis wat die Eiser in bogemelde aangeleentheid verkry het teen die Verweerder op 22 Februarie 1994, welke verkoping in eksekusie onderhewig sal wees aan die verkoopvoorwaardes wat ter insae lê by die Balju, Pretoria-Suid, Eben Park, Hoewe 83, hoek van Gerhardstraat en Weslaan, Lyttelton-landbouhoewes, Verwoerdburgstad:

Reestland Woonstelle 2, Van Riebeecklaan, Lyttelton Manor, met aktesbeskrywing:

1. 'n Eenheid bestaande uit:

(a) Deel 2 soos getoon en volledig beskryf op Deelplan SS174/89, in die skema bekend as Reestland, ten opsigte van die grond en gebou of geboue geleë te Erf 1236, in die dorp Lyttelton Manor-uitbreiding 1, plaaslike bestuur Verwoerdburg, van welke deel die vloeroppervlakte, volgens genoemde Deelplan 88 (agt-en-tagtig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Transportakte ST174/89 (2) (Unit) en verbind ten gunste van die Eiser onder Verbandakte SB9988/93.

Die eiendom bestaan uit: Sitkamer, eetkamer, twee slaapkamers, badkamer, kombuis, aparte toilet en motorafdak.

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 verkoopprijs sal soos volg wees: 'n Deposito van 10% (tien persent) van die koopprijs in kontant op die datum van die verkoping betaalbaar aan die Balju en die balans op datum van registrasie van die transport verseker te word deur 'n waarborg van die bank- of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 30 dae na die datum van die verkoping verstrek te word. Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir die betaling van rente aan die Eiser teen 17% (sewentien persent) per jaar en aan die verbandhouer teen 17% (sewentien persent) per jaar op die onderskeie bedrae van die toekenning aan die Eiser en die verbandhouer in die distribusieplan, vanaf die verloop van een maand na die verkoping tot datum van transport.

Die verkoopvoorwaardes sal beskikbaar wees vir insae te die Balju, Pretoria-Suid, Eben Park, Hoewe 38, hoek van Gerhardstraat en Weslaan, Lyttelton-landbouhoewe, Verwoerdburgstad.

Geteken te Pretoria op hede die 8ste dag van April 1994.

Wilsenach, Van Wyk, Goosen & Bekker Ing., Prokureurs vir Eiser, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.) (Verw. W. J. Lubbe/M. Swanepoel/61/515/1.)

Saak 32819/93

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

Saambou Bank Beperk versus Josip Standuhar

Publieke veiling: Kragtens 'n hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 8 Februarie 1994, sal die volgende eiendom op 5 Mei 1994 om 10:00, deur die Balju, Germiston, Vierde Verdieping, Standard Towers, Presidentstraat 247, per publieke veiling verkoop word:

Erf 1172, Primrose-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Elmstraat 9, Primrose, Germiston, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprijs in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborgs gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Datum: 11 April 1994.

Otto Hayes, St Albansstraat 38, Brixton.

Case 4934/89

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (formerly Allied Building Society Limited), Plaintiff, and **Marriemothe Naidoo**, First Defendant, and **Velemal Naidoo**, Second Defendant

In pursuance of a warrant of execution dated 10 March 1994, the following will be sold by public auction, voetstoots and without reverse to the highest bidder on Wednesday, 4 May 1994 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

Erf 1765, Actonville Extension 4 Township, Registration Division IR, Transvaal, measuring 725 (seven hundred and twenty-five) square metres, held under Deed of Transfer T34657/1986, situated at 1765 Waterberg Street, Actonville Extension 4, Benoni.

Improvements: Single storey under tile, lounge, dining-room, three bedrooms, kitchen, bath/w.c., and shower/w.c.

Terms and conditions:

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

2. *Conditions of sale:* The full conditions of sale may be inspected at the Sheriff of the Magistrates Courts Office, Benoni.

Dated: 30 March 1994.

M. M. Weiner, First Floor, C. J. S. Centre, 80 Woburn Avenue, P.O. Box 661, Benoni. (Tel. 421-6101/2/3.)

Saak 4989/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **United Bank** 'n Divisie van ABSA Bank, Eksekusieskuldeiser, en **Andries Jacobus van der Linde**, Eerste Eksekusieskuldenaar, en **Theresa Renata van der Linde**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Germiston, op 9 Mei 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: Resterende Gedeelte van Erf 1488, Primrose dorpsgebied, Germiston, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte T13821/92, grootte 745 (sewehonderd vyf-en-veertig) vierkante meter, ook bekend as Lupinstraat 39, Primrose, Germiston.

Beskrywing: Wooneenheid met sitkamer, drie slaapkamers, kombuis, badkamer, toilet, onder teëldak, en motorhuis. Die eiendom is omhein met betonmure.

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 aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

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.

Geteken te Kempton Park op hierdie 28ste dag van Maart 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UA52.)

Saak 2262/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **Allied Bank**, 'n Divisie van ABSA Bank, Eksekusieskuldeiser, en **Gert Johannes du Toit**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n Vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Germiston, op 9 Mei 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 ernommer: Erf 125, Elspark-dorpsgebied, Germiston, Registrasieafdeling IR, Transvaal, Transportaktenommer gehou onder Titelakte T2700/77, grootte 1 002 (eenduisend en twee) vierkante meter, ook bekend as Kingfisherstraat 73, Elspark, Germiston.

Beskrywing: Wooneenheid met eetkamer, vier slaapkamers, kombuis, badkamer, toilet, alles onder 'n teëldak en 'n motorhuis. Die eiendom is 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 aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

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.

Geteken te Kempton Park op hierdie 28ste dag van Maart 1994.

M. J. Hertz, vir Van Rensburg, Schoon & Cronje, 8 Die Eike, Monumentweg- en Longstraat, Kempton Park, 1620. Verw. Mev. van Heerden/AG51.)

**Case 10366/93
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 **Kruger William Kennedy**, 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, 6 May 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 1129, Horison Extension 1 Township, Registration Division IQ, Transvaal, measuring 1 152 m², held by the Defendant under Deed of Transfer T13995/1980, being 22 Eagle Street, Horison Extension 1, 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, study, bathroom/wc, three bedrooms, kitchen, sunroom, enclosed patio, servant's room and w.c.

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

The purchaser shall on the day of the sale, pay 5% (five per cent) auctioneer's charges 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 R200 (two hundred rand).

Dated at Johannesburg this 22nd day of March 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel: 836-5251.)
(Ref: Z67039/FCLS/Mr Brewer/djl.)

Case 15955/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Sarel Jacobus Schoeman**, First Defendant, and **Mabel Rose Schoeman**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, sale without reserve will be held by the Sheriff for the Supreme Court, Oberholzer in front of the Magistrate's Court, 72 Van Zyl Smit Street, Oberholzer, on Friday, 6 May 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, Oberholzer, First Floor, Montalto Building, Palladium Street, Carletonville:

Erf 1104, Oberholzer Extension 2 Township, Registration Division IQ, Transvaal, measuring 1 206 m², held by the Defendants under Deed of Transfer T56193/1987, being 8 Olivine Street, Carletonville.

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

The dwelling consists of entrance-hall, lounge, dining-room, family room, four bedrooms, bathroom/w.c., kitchen, outside shower/w.c. and bath.

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 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 R200 (two hundred rand).

Dated at Johannesburg this 6th day of March 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.)
(Ref: Z74442/FCLS/Mr Brewer/dj.)

Saak 2617/90

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Standard Credit Corp. Ltd**, Eiser, en **C. R. Matheyse**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 26 September 1990, sal die volgende onroerende eiendom, wat uitwinbaar verlaar is, in eksekusie verkoop word op 22 April 1994 om 10:00, deur die Balju van die Landdroshof, Vereeniging:

Sekere: Gedeelte 1/318, Mid Ennerdale, bekend as hoek van Derde Laan en Ormsonlaan, Mid Ennerdale, Vereeniging.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van verkoping of deur middel van 'n erkende bank of bouverenigingwaarborg 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 Vereeniging.

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

3. Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof te Vereeniging, en by die eiser se prokureur en sal deur die afslaer voor die verkoping uitgelees word.

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

Geteken te Vereeniging hierdie 9de dag van Maart 1994.

M. P. Coetzer, vir De Klerk, Vermaak & Vennote, Overvaalgebou, Krugerlaan, Vereeniging, 1930.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF POTCHEFSTROOM HELD AT FOCHVILLE

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mandlenkos Muntukahlwa Hlongwane**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Fochville, and writ of execution dated 4 January 1994, the following property will be sold in execution on 6 May 1994 at 11:00, at the Magistrate's Office, Church Street, Fochville, to the highest bidder, viz:

All the Defendant's right, title and interest in and to his/her right of leasehold in respect of:

Erf 3534, Wedela Extension 1, Registration Division IQ, Transvaal, in extent 240 (two hundred and forty) square metres, for residential purposes held by the Defendant under certificate of Registered Grant of Leasehold TL65975/1991, known as Erf 3534, Wedela Extension 1, upon which is erected a detached single storey dwelling said to consist of three bedrooms, bathroom, kitchen and dining-room.

No guarantee is however given in respect of the foregoing description.

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

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Potchefstroom Magisterial District, 71 Fifth Street, Fochville, and at the office of the Plaintiff's attorneys.

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

Oosthuizen & Roeland, Plaintiff's Attorneys, 51 President Street, Fochville. (Ref. PPO/rs/A 9149.)

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Balju, Beaconsfieldlaan, Vereeniging, 1939, op Vrydag, 13 Mei 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 reserve 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) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantoor, Vereeniging, nagegaan mag word.

(d) Die koper sal alle bedrae wat benodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragkoste, 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 5% (vyf persent) van die opbrengs van die verkoping, betaalbaar deur die koper tot 'n prys van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum van R6 000 (sesduisend rand) met 'n minimum van R200 (tweehonderd rand), onmiddellik na die verkoping, in kontant of deur 'n bankgewaarborgde tjek en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bogenootskapwaarborg 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, Vereeniging.

Saak: 8436/93.

Vonnisskuldenaar: **A. F. Steenekamp.**

Eiendom: Gedeelte 1 van Erf 598, Vereeniging dorpsgebied, Registrasieafdeling IQ, Transvaal.

Grootte van eiendom: 991 Vierkante meter.

Beskrywing van eiendom: Drieslaapkamerwoning met enkel motorhuis.

Straatadres van eiendom: Sen. Markslaan 81A, Vereeniging, 1939.

Rente op vonnisskuld: 18% (agtien persent).

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclays-sentrum, Lesliestraat 29, Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/6/559.)

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Balju, Beaconsfieldlaan, Vereeniging, 1939, op Vrydag, 13 Mei 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) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantoor, Vereeniging, 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 5% (vyf persent) van die opbrengs van die verkoping, betaalbaar deur die koper tot 'n prys van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum van R6 000 (sesduisend rand) met 'n minimum van R200 (tweehonderd rand), onmiddellik na die verkoping, in kontant of deur 'n bankgewaarborgde tjek en die onbetaalbe 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, Vereeniging:

Saak: 702/94.

Vonnisskuldenaar: **G. Mthembu en E. M. Tshabalala.**

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 1976, Stretford dorpsgebied, Registrasieafdeling IQ, Transvaal.

Grootte van eiendom: 218 Vierkante meter.

Beskrywing van eiendom: Tweeslaapkamerwoning met geen motorhuis.

Straatadres van eiendom: Perseel 1976, Stretford, Palm Springs, distrik Vereeniging.

Rente op vonnisskuld: 18% (agtien persent).

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclays-sentrum, Lesliestraat 29, Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/6/562.)

KAAP • CAPE

Case 34827/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **Miss D. C. Page**,
Judgment Debtor

The property described hereunder will be sold at 34 Sheridan Road, Brooklyn, on 17 May 1994 at 11:30, viz:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, being Erf 20968, measuring 159 square metres, held by the Execution Debtor under Deed of Transfer T27627/92, dated 11 May 1992, popularly known as 34 Sheridan Road, Brooklyn.

The property consists of a single storey brick dwelling consisting of lounge, two bedrooms, bathroom and kitchen.

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 centum (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Miss R. Simmer:M1262.)

Case 9178/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr G. H. Biggs**, First Defendant, and **Mrs E. Y. Biggs**,
Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, dated 13 September 1993, the following will be sold in execution on 2 May 1994 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 2152, portion of Erf 2130, Kleinvlei, 404 (four hundred and four) square metres, held by Deed of Transfer T22677/93, situated at 66 Hindle Road, Kleinvlei, Eerste River.

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

2. A deposit of ten per centum (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the sheriff of the Magistrate's Court, Kuils River.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 11893/93
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Pierre Jacques de Villiers**,
First Defendant, and **Lawrence Hilton**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at 23 Sarena, Upper Portwood Road, Green Point, on Tuesday, 24 May 1994 at 09:30, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Mandatum House, Barrack Street, Cape Town.

(a) Section 23, as shown and more fully described on Sectional Plan SS85/1989, in the scheme known as Sarena in respect of the land and building or buildings situated at Green Point, in the Municipality of Cape Town, of which the floor area, according to the said sectional plan, is 40 (forty) 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 and situated at 23 Sarena, Upper Portwood Road, Green Point.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 40 square metre main dwelling consisting of a living-room, bedroom, bathroom with water closet and kitchen.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 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 Cape Town on this the 29th day of March 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S872/2349.)

Case 9376/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank *versus* **Neil Cornelius Williams** and **Judith Rochelle Williams**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 11 May 1994 at 10:00, to the highest bidder:

Erf 1142, Weltevreden Valley, in extent 350 square metres, held by T25489/1990, situated at 26 Louis Crescent, Weltevreden Glen, Weltevreden Valley, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, three bedrooms, bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U1170/gl.)

Case 21018/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Shane Eugene Julius** and **Sandra Rose Julius**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 11 May 1994 at 10:00, to the highest bidder:

Erf 1946, portion of Erf 2028, Mandalay, in extent 488 square metres, held by T4402/1988, situated at 6 Jamie Way, Mandalay, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0536/gl.)

Case 22307/91

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

ABSA Bank Limited, trading as United Bank, *versus* **Granville Dennis Morris**

The following property will be sold in execution at the site of the property, 1-8 Raapkraal Road, Steenberg, Cape, on Friday, 13 May 1994 at 12:00, to the highest bidder:

Erf 4732, Constantia, in extent 6 290 square metres, held by T67446/1988, situated at 1-8 Raapkraal Road, Steenberg, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, four bedrooms, bathroom/toilet, store, play-room, bathroom/toilet, bathroom, flatlet, several store-rooms, office and commercial workshop.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. DOU2647/gl.)

Case 42601/89

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

ABSA Bank Limited, trading as United Bank, *versus* **Ruth Kaethe Bachmann**

The following property will be sold in execution at the site of the property, 47 Third Avenue, Crawford, Cape, on Friday, 13 May 1994 at 10:00, to the highest bidder:

Erf 41891, Cape Town, at Crawford, in extent 730 square metres, held by T39866/1973, situated at 47 Third Avenue, Crawford, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom/toilet and garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D9U2206/gl.)

Case 1427/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

ABSA Bank Limited, trading as United Bank, *versus* **Alexander John Waterhouse**

The following property will be sold in execution at the site of the property, 6 Killarney Road, Muizenberg, Cape, on Wednesday, 11 May 1994 at 12:00, to the highest bidder:

Remainder of Erf 87244, Cape Town, at Muizenberg, in extent 150 square metres, held by T72272/90, situated at 6 Killarney Road, Muizenberg, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Entrance, lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U0750/gl.)

Case 508/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Mathilda Viviers and Andre Izak Viviers**

The following property will be sold in execution at the site of the property 9 Northlane Street, Kleinbegin, Kraaifontein, Cape, on Tuesday, 10 May 1994 at 11:00, to the highest bidder:

Erf 3975, Kraaifontein, in extent 708 square metres, held by T54107/93, situated at 9 Northlane Street, Kleinbegin, Kraaifontein, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom, shower/toilet and garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D4U0023/gl.)

Case 28398/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Martin Janse van Rensburg**

The following property will be sold in execution at the site of the property, 31 Fennel Crescent, Vredenberg, Bellville, Cape, on Monday, 9 May 1994 at 11:00, to the highest bidder:

Erf 16988, Bellville, in extent 727 square metres, held by T49517/1993, situated at 31 Fennel Crescent, Vredenberg, Bellville, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Entrance, lounge/dining-room, kitchen, three bedrooms, bathroom/toilet, shower/toilet, garage and toilet, carport.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3U0604/gl.)

Case 5738/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Sidney Benefit Grootboom and Eleanor Virginia Grootboom**

The following property will be sold in execution in front of the court-house for the District of Kuils River, on Monday, 9 May 1994 at 09:00, to the highest bidder:

Erf 4002, Kleinvlei, in extent 284 square metres, held by T21848/1988, situated at 20 Sering Crescent, Kleinvlei, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. DQU1640/gl.)

Case 510/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Petrus Adams and Lynette Adams**

The following property will be sold in execution in front of the court-house for the District of Kuils River, on Monday, 9 May 1994 at 09:00, to the highest bidder:

Erf 1849, portion of Erf 865, Gaylee, in extent 723 square metres, held by T5638/1988, situated at 1 Strawberry Close, Gaylee, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U1102/gl.)

Case 10/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as Allied Bank, *versus* **Nazeen Schrikker and Feroza Mohammed**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 9 May 1994 at 09:00, to the highest bidder:

Erf 3550, Kleinvlei, in extent 224 square metres, held by T41605/1993, situated at 8 Pine Close, Kleinvlei, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer], against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3A0715/gl.)

Case 9837/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **J. A. S. van Niekerk**, 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 172 Klip Road, Grassy Park, on 4 May 1994 at 11:00, of the under-mentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff of the Supreme Court, 110 Maynard House, Maynard Road, Wynberg:

Erf 6735, Grassy Park, portion of Erf 6761, Grassy Park, situated at Lotus River, in the Local Area of Grassy Park, Cape Division, measuring five hundred and three (503) square metres, held by Deed of Transfer T52996/1993, also known as 172 Klip Road, Grassy Park (hereinafter referred to as the property).

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

Entrance-hall, living-room, dining-room, kitchen, three bedrooms, bathroom, water closet and shower.

Terms:

1. 10% (ten per centum) of the purchase price or bank-guaranteed cheque 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 the sale.

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

Dated at Cape Town this 22nd day of March 1994.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. G. I. Rushton/37981.)

To: The Sheriff, Supreme Court, Wynberg.

Saak 1094/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Bepark**, Eiser, en **C. K. en E. S. Cloete**, Verweerders

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier gedateer 21 Februarie 1994, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Onyxweg 5, Highbury, Kuilsrivier, per publieke veiling te koop aangebied op 3 Mei 1994 om 11:30:

Erf 9044, Kuilsrivier, ook bekend as Onyxweg 5, Highbury, Kuilsrivier, afdeling Stellenbosch, groot 384 vierkante meter, gehou kragtens Transportakte T38968/91.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van 10% (tien persent) van die koopsom kontant op die dag van 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 te word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 17,25% (sewentien komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afsaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastingen en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonniskskuldeiser, asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantore van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer hierdie 24ste dag van Maart 1994.

Bill Tolken Hendrikse & Vennote, Prokureurs vir Eiser, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ECN356.)

Saak 5500/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **ABSA Bank Bepark**, handeldrywende as Allied Bank, Eiser, en **Solomon Wesson**, Verweerder

In uitvoering van 'n vonnis in bogenoemde Agbare Hof gedateer 10 Maart 1994, en 'n lasbrief vir eksekusie wat daarna uitgereik is, sal die ondergemelde vaste eiendom per openbare veiling verkoop word op 6 Mei 1994 om 10:00, by die betrokke erf, naamlik:

Beskrywing: Erf 13293, George, in die munisipaliteit en afdeling George, groot 1 000 (eenduisend) vierkante meter.

Adres: Meentstraat 35, George.

Verbeterings: Drieslaapkamerbaksteenhuus met teëldak, sitkamer, eetkamer, familiekamer, badkamer/toilet, badkamer/stort en aparte toilet. Dubbelmotorhuus, stoorkamer, bediendekamer met stort en toilet.

1. Die verkoping is onderhewig aan die bepalinge en voorskrifte van die Landdroshofwet, en die reëls wat op gemelde Wet van toepassing is en onder andere die volgende voorwaardes:

1.1 Die koper sal 'n deposito van 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping en die balans op datum van registrasie van transport en sal 'n bank- of bougenootskapwaarborg aan die Geregsbode voorsien binne 14 dae na die datum van die verkoping, wat deur die Eiser se prokureurs goedgekeur moet word.

1.2 Die koper sal verantwoordelik wees vir betaling van rente teen 16% (sestien persent) per jaar op die koopprys vanaf die datum van verkoping tot die datum van transport, onderhewig aan die Eiser se reg in terme van die verband om die rentekoers te verhoog.

1.3 Die oordrag sal waargeneem word deur die prokureurs vir die Eiser en die koper sal verantwoordelik wees vir betaling van alle koste van transport registrasie insluitende hereregte, belasting en enige ander koste wat van toepassing sal wees om registrasie van transport te bewerkstellig, asook die toepaslike Belasting op Toegevoegde Waarde ooreenkomstig Wet No. 8 van 1991, soos gewysig.

1.4 Die volledige verkoopvoorwaardes is beskikbaar by die geregsbode, Wellingtonstraat, George, en by die Klerk van die Hof, Landdroshof, George, waar dit onder bovermelde saaknommer geliasseer is asook by G. W. van Niekerk, Stadcogebou, Yorkstraat 126, George.

Gedateer te George hierdie 29ste dag van Maart 1994.

G. W. van Niekerk, Stadcogebou, Yorkstraat 126, George. [Tel. (0441) 74-1937.] [Faks. (0441) 73-4937.]

Saak 614/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Leonard Kufundada**, Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros van Kimberley en 'n lasbrief vir eksekusie gedateer 15 Februarie 1994 sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroskantoor, Kimberley, op Donderdag, 5 Mei 1994 om 10:00:

Seker: Erf 12938, Galeshewe, geleë in die dorp Galeshewe, distrik Kimberley, groot 320 vierkante meter, gehou kragtens Akte van Transport TL2490/1992, ook bekend as Tswere 12938, Tlhageng, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met twee slaapkamers, badkamer, kombuis en sitkamer, maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing 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 Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se prokureur, Permanentegebou, Jonesstraat, Kimberley.

Case 3918/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **First National Bank of Southern Africa Limited** (No. 05/01225/06), Plaintiff, and **Clarence Clifford Kolbee**, married by Moslem Rites, Defendant

In the above matter a sale will be held on Tuesday, 3 May 1993 at 10:00, at the Wynberg Court-house, being:

Erf 11704, Mitchells Plain, in the Municipality of Cape Town, Cape Division, measuring one hundred and ninety-five (195) square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed):

Brick residence under tiled roof consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg, and at the offices of the undersigned.

Dated at Grassy Park this 15th day of March 1994.

E. W. Domingo, for E. W. Domingo & Associates, Plaintiff's Attorney, Grassy Park Shopping Centre, Victoria Road, Grassy Park. (Tel. 706-2873/4/5.)

Saak 9963/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Munisipaliteit van die stad van Kimberley**, Eiser, en **J. A. L. Thekisho**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Kimberley en 'n lasbrief vir eksekusie gedateer 13 Desember 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroshof Kimberley, op Donderdag, 5 Mei 1994 om 10:00:

Seker: Erf 8372, geleë in die munisipaliteit en administratiewe distrik Kimberley, groot 206 vierkante meter, bekend as St Cyprian's Weg 19, Kimberly.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met sitkamer, eetkamer, twee slaapkamers, kombuis en badkamer, niks word gewaarborg nie.

Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing en afslaersgelde tesame met die Belasting op Toegevoegde Waarde op sodanige 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.

IN DIE LANDDROSHOF VIR DIE DISTRIK KNYSNA GEHOU TE KNYSNA

In die saak tussen **Saambou Bank Bepark**, Eksekusieskuldeiser, en **Mardoff Properties BK**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Knysna en 'n lasbrief vir eksekusie gedateer 12 November 1993, sal die volgende eiendom in eksekusie verkoop word op Donderdag, 28 April 1994 om 10:00, te die gegewe perseel naamlik:

Erf 3382, Plettenbergbaai, in die munisipaliteit van Plettenbergbaai, afdeling Knysna, ook bekend as Hutchinsonstraat, Plettenbergbaai, groot 1 580 vierkante meter, gehou kragtens Transportakte T34262/86; en Erf 3383, Plettenbergbaai, in die munisipaliteit van Plettenbergbaai, afdeling Knysna, ook bekend as Hutchinsonstraat, Plettenbergbaai, groot 1 516 vierkante meter, gehou kragtens Transportakte T34262/86.

Verbeterings: Sakegebou bestaande uit kantore.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande Transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met rente daarop bereken teen die huidige rentekoers van 21% (een-en-twintig 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 bouvereniging waarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastingen en heffings vir die huidige jaar en afslaerskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprijs, tensy die Vonnisskuldenaar voor die veilig die afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die 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 mnr Raubenheimers, Die Sentrum, Hiberniastraat 72, George.

Gedateer te George hierdie 21ste dag van Maart 1994.

R. Engelbrecht, vir Raubenheimers Ing., Die Sentrum, Hiberniastraat 72, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

Case 1781/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBANY HELD AT GRAHAMSTOWN

In the matter between **Grahamstown Building Society**, Plaintiff, and **Franklin Melville Clarke**, First Defendant, and **Pamela Magdalene Clarke**, Second Defendant

In pursuance of a judgment of the Magistrate's Court for the District of Albany, dated 29 July 1993, and an attachment dated 23 September 1993, the following immovable property of the First and Second Defendants will be sold in front of the Magistrate's Court, Grahamstown, by public auction on Friday, 22 April 1994 at 10:00:

Erf 6996, Grahamstown, in the Municipality of Grahamstown, Division of Albany, in extent 243 (two hundred and forty-three) square metres, held by the Defendants by Deed of Transfer T80514/91 (72 Blackbeard Street, Grahamstown).

Whilst nothing is guaranteed it is understood that the property consists of a single-storey dwelling-house under asbestos roof, consisting of four rooms plus bathroom.

The purchaser must make a deposit of ten per centum (10%) of the purchase price, pay the fees of the Sheriff of the Magistrate's Court and arrear rates on the day of the sale, the balance to be payable against registration of transfer and to be secured by a guarantee from a bank or building society in favour of the Sheriff of the Magistrate's Court to be approved by the Plaintiff's attorneys, within fourteen (14) days of the date of sale.

The said property will be sold on the conditions which will be read out at the sale by the Sheriff of the Magistrate's Court, which conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Mrs A. Wolmarans, 44 Beaufort Street, Grahamstown.

Dated at Grahamstown this 21st day of March 1994.

Dold & Stone, Attorneys for Plaintiff, 100 High Street, Grahamstown. (Ref. C. K. M. Stone.)

Saak 1505/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **Evkom**, Eiser, en **Thabo David Khechane**, Verweerder

Ingevolge 'n vonnis van die Hooggeregshof van Suid-Afrika (Noord-Kaapse Afdeling) gedateer 10 Desember 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroshof te Kimberley op Donderdag, 5 Mei 1994 om 10:00:

Sekere Erf 314, Retswelele, geleë in die dorp Retswelele, in die munisipaliteit Galeshewe, administratiewe distrik Kimberley, groot 660 vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag TL813/1984 (ook bekend as T M Molathwa 314, Retswelele, Mankurwane, Kimberley).

Die verbeterings op die eiendom bestaan uit 'n losstaande huis maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing 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 Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

G. J. Terblanche, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Saak 285/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Noord-Kaapse Afdeling)

In die saak tussen **Kalmot Enterprises (Edms.) Beperk**, handeldrywende as Kalahari Motors, Eiser, en **Joseph Morokweng Mothusi**, Verweerder

Ingevolge 'n vonnis van die Hooggeregshof van Suid-Afrika (Noord-Kaapse Afdeling) gedateer 12 April 1991, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroskantoor te Vryburg, 6 Mei 1994 om 10:00:

Sekere Perseel 1184, Huhudi, geleë in die administratiewe distrik Vryburg, groot 403 vierkante meter, gehou kragtens perseelpermit toegestaan deur munisipaliteit Vryburg op 28 Februarie 1969 (ook bekend as Kashestraat 1184, Huhudi).

Die verbeterings op die eiendom bestaan uit 'n losstaande huis maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing 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 Vryburg, en sal uitgelees word onmiddellik voor die verkoping.

G. J. Terblanche, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Saak 1497/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Noord-Kaapse Afdeling)

In die saak tussen **Kleinsake-Ontwikkelingskorporasie Bpk.**, Eiser, en **G. J. P. Kriel**, Eerste Verweerder, en **Petronella Kriel**, Tweede Verweerder

Ingevolge 'n vonnis van die Hooggeregshof van Suid-Afrika (Noord-Kaapse Afdeling) gedateer 21 Januarie 1994, sal die ondervermelde eiendomme geregtelik verkoop word aan die hoogste bieder by die Landdroskantoor te Richmond op Vrydag, 6 Mei 1994 om 10:00:

Sekere Erf 342, Richmond, geleë te Paulstraat, Richmond, sekere Erf 402, Richmond, geleë te Pienaarstraat 139, Richmond.

Die verbeterings op die eiendomme bestaan uit 'n losstaande huis en bakkerij maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing 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 Richmond, en sal uitgelees word onmiddellik voor die verkoping.

G. J. Terblanche, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Case 2878/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **First National Bank of Southern Africa Limited** (No. 05/01225/06), Plaintiff, and **Ivan Morris**, trading as Auto King, Defendant

In the above matter a sale will be held on Tuesday, 3 May 1994 at 10:00, at the Wynberg Court-house, being:

Erf 5494, Mitchells Plain in the Municipality of Cape Town, Cape Division, measuring 176 (one hundred and seventy-six) 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 (1/10) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed):
Double storey residence under tiled roof consisting of: Four bedrooms, two bathrooms, lounge, kitchen, two toilets and double garage.
4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg, and at the offices of the undersigned.
- Dated at Grassy Park this 15th day of March 1994.
- E. W. Domingo, for E. W. Domingo & Associates, Plaintiff's Attorney, Grassy Park Shopping Centre, Victoria Road, Grassy Park. (Tel. 706-2873/4/5.)

Case 49031/92

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

ABSA Bank Limited, trading as United Bank, *versus* **The Willows Nursery CC**

The following property will be sold in execution at the site of the property, Willow House, Spaanschemat River Road, Constantia, Cape, on Tuesday, 10 May 1994 at 14:00, to the highest bidder:

Remainder Erf 8453, Constantia, in extent 5 855 square metres, held by T40753/1983, situated at Willow House, Spaanschemat River Road, Constantia, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, family room, dining-room, kitchen, four bedrooms, breakfast nook, two bathrooms/showers/toilets, gymnasium, office, reception, two showers/toilets and store-room.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U1258/gl.)

Case 83/94

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 **Brian John Gonsalves**, Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 11 February 1994, the property listed hereunder, and commonly known as 32 Luiperd Crescent, Greenhills, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Wynberg, on Thursday, 5 May 1994 at 10:00, to the highest bidder:

Erf 26757, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 288 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 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 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 15th day of March 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1621.)

Case 9133/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Erefaan Ismail**, First Defendant, and **Noer Tape**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 4 September 1992, the property listed hereunder, and commonly known as 44 Kipling Street, Mandalay, will be sold in execution in front of the Magistrate's Court, Wynberg, on Thursday, 5 May 1994 at 10:00, to the highest bidder:

Erf 301, Mandalay, situated in the Local Area of Mandalay, Cape Division, in extent 688 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 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 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 10th day of March 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1212.)

Case 28655/93

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Carl Speres**, First Defendant, and **Charlene Lodewyks**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Bellville and writ of execution dated 1 December 1993, the property listed hereunder, and commonly known as 9 Tamarisk Street, Weelway Park East, Durbanville, will be sold in execution at the premises on Monday, 2 May 1994 at 10:00, to the highest bidder:

Erf 3202, Durbanville, in the Municipality of Durbanville, Cape Division, in extent 992 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, dining-room, kitchen, two bathrooms, toilet, double garage and swimming-pool.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Bellville, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 10th day of March 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.1592.)

Case 13300/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Michael Anthony Felix**, First Defendant, and **Pamela Cecelia Felix**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 16 November 1992, the property listed hereunder, and commonly known as 13 Milano Crescent, Seacrest, Strandfontein Village, will be sold in execution in front of the Magistrate's Court, Wynberg, on Thursday, 5 May 1994 at 10:00, to the highest bidder:

Erf 44762, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 308 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 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 10th day of March 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.1292.)

Case 43528/93

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 **Joseph van Stavel**, First Defendant, and **Estelle Christine Sylvia van Stavel**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 30 December 1993, the property listed hereunder, and commonly known as 103 Zeekoe Road, Lotus River, will be sold in execution at the premises on Monday, 2 May 1994 at 12:00, to the highest bidder:

Erf 10951, Grassy Park at Lotus River, in the Local Area of Grassy Park, Cape Division, in extent 514 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, toilet and garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 15th day of March 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.1582.)

Case 3090/93

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 **Vincent Edward Fowler**, First Defendant, and **Robyn Ann Fowler**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 26 January 1994, the property listed hereunder, and commonly known as 16 Buckingham Mews, Mocke Road, Diep River, will be sold in execution at the premises on Wednesday, 4 May 1994 at 14:00, to the highest bidder:

(1) A unit consisting of:

(a) Section 29 as shown and more fully described on Sectional Plan SS344/91, in the scheme known as Regency Manor, in respect of the land and building or buildings situated at Diep River, in the Municipality of Cape Town, of which the floor area according to the sectional plan is 140 square metres in extent; and

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

(2) An exclusive use area described as Yard Area 29, measuring 38 square metres being as such part of the common property, comprising the land and the scheme known as Regency Manor, in respect of the land and building or buildings situated at Diep River, in the Municipality of Cape Town, as shown and more fully described on Sectional Plan SS344/91 which unit is held by Certificate of Registered Sectional Title ST14731/92 and which exclusive use area is held by notarial Deed of Cession SK4577/92S.

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

Flat built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, one and a half 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 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 15th day of March 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.1412.)

Case 158/94

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 **Trevor Beukes**, First Defendant, and **Lorraine Pearl Beukes**, Second Defendant

In pursuance of a judgment of the Magistrate's Court at Mitchells Plain and writ of execution dated 11 February 1994, the property listed hereunder, and commonly known as 4 Pilladium Street, Weltevreden Valley, will be sold in execution in front of the Magistrate's Court, Wynberg, on Thursday, 5 May 1994 at 10:00, to the highest bidder:

Erf 829, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Cape Division, in extent 380 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 10th day of March 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.1618.)

Case 16774/93

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 **Shereen Ryklief**, Defendant

In pursuance of a judgment of the Magistrate's Court at Mitchells Plain and writ of execution dated 8 October 1993, the property listed hereunder, and commonly known as 35 Picadilly Crescent, Hyde Park, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Wynberg, on Thursday, 5 May 1994 at 10:00, to the highest bidder:

Erf 2084, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, in extent 369 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 10th day of March 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.1556.)

Case 14235/93

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 **Gavin Emery Firth**, First Defendant, and **Shereen Mercia Calvert**, Second Defendant

In pursuance of a judgment of the Magistrate's Court at Mitchells Plain and writ of execution dated 13 September 1993, the property listed hereunder, and commonly known as 19 Sacramento Road, Colorado Park, will be sold in execution in front of the Magistrate's Court, Wynberg, on Thursday, 5 May 1994 at 10:00, to the highest bidder:

Erf 85, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Administrative District of the Cape, in extent 360 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 18th day of March 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.1540.)

Case 30136/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Thomas George Felix Koschorrek**, First Defendant, and **Dorothe Marieluise Koschorrek**, Second Defendant

In pursuance of a judgment of the Magistrate's Court at Cape Town and writ of execution dated 27 January 1993, the property listed hereunder and commonly known as 126 Raats Drive, Oceanside, Table View, will be sold in execution at the premises on Tuesday, 3 May 1994 at 14:00, to the highest bidder:

Erf 14100, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 577 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, Cape Town, Mandatum Building, Barrack Street, Cape Town. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 18th day of March 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.1316.)

Case 5186/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Margaret Isobel Nobes**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 17 May 1994 at 12:00:

Erf 1347, Somerset West, situated in the Municipality of Somerset West, Division Stellenbosch, in extent 912 square metres, also known as 22 Briza Street, Somerset West.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling with entrance-hall, lounge/dining-room, study, kitchen, three bedrooms, bathroom and w.c.

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 amount are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town on this 24th day of March 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 2382/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD**

In the matter between **The Municipality of the city of Cape Town**, Judgment Creditor, and **V. C. Francis**, Judgment Debtor

The property described hereunder will be sold at 22A Blombos Street, Bonteheuwel, on Thursday, 26 May 1994 at 11:00, viz:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, being Erf 129950, measuring 108 (one hundred and eight) square metres, held by the Execution Debtor under Deed of Transfer T55024/1990, dated 12 September 1990, popularly known as 22A Blombos Street, Bonteheuwel.

The property consists of one residence of brick walls under asbestos roof, consisting of lounge, kitchen, two bedrooms and bathroom.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per 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 of 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/M1462.)

Case 407/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD**

In the matter between **ABSA Bank Limited**, trading as Allied Bank, **Judgment Creditor**, and **David John Howes**, Judgment Debtor

In pursuance of a judgment granted on 15 February 1994, in the Goodwood Magistrate's Court, the following property will be sold to the highest bidder on 10 May 1994 at 11:00, at 1 Midwood Avenue, Richwood:

Description: Erf 1050, Richmond Park, situated in the Municipality of Milnerton, Cape Division, in extent four hundred and one (401) square metres, postal address 1 Midwood Avenue, Richwood.

Improvements: Dwelling: Lounge, kitchen, three bedrooms, bathroom, toilet and garage, held by Deed of Transfer 54572/93.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow on this 22nd day of March 1994.

H. C. Van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z54339/HVN/Mrs Wolmarans.)

Case 84/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST**

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Judgment Creditor, and **Cyril Owentor**, and **Cyril Owen Louw**, married in community of property to Bernie Charlotte Louw, Judgment Creditor

In pursuance of a judgment granted on 28 January 1994, 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 10 May 1994 at 10:00, at Magistrate's Court, Somerset West, to the highest bidder:

Description: Erf 2067, Macassar, in the local area of Macassar, Division of Stellenbosch, in extent two hundred and sixty-three (263) square metres, postal address 51 Snoopy Street, Macassar, improvements with *inter alia* a dwelling thereon, held by the Defendant in his name under Deed of Transfer T52075/90.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
 2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale, in the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan, the amount of the loan shall not be less than the purchase price.
 3. The purchaser shall be liable for payment of interest to the Execution Creditor, and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
 4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
- The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Church Street, Somerset West.
- Dated at Somerset West on this 22nd day of March 1994.
- P. du Toit, for Morkel & De Villiers, Plaintiff's Attorneys, Second Floor, Boland Bank Building, Main Road, Somerset West, 7130; P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.] (Ref. Collections/PduT/fh.)

Case 404/92

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

In the matter between **Joe Mama**, Plaintiff, and **M. M. Absolom**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Tulbagh and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on Tuesday, 3 May 1994 at 11:00, at the Court-house, Piet Retief Street, Tulbagh, to the highest bidder:

Remainder Erf 307, Gouda, in the Division of Tulbagh, in extent 4 461 (four thousand four hundred and sixty-one) square metres, held by Deed of Transfer T16708/1984, situated at Eureka, Die Bos, Gouda.

1. The following improvements are reported but not guaranteed: Dwelling: Brick with iron roof, three bedrooms, bathroom, dining-room, kitchen, lounge, outside bedroom and stoep.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance together with interest thereon at 18,5% (eighteen comma five per centum) per annum from and including the date of sale to and 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 any bidder to furnish 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, c/o Van Niekerk & Partners, 63 Van der Stel Street, Tulbagh.

Case 2643/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Lloyd Nelson**, First Defendant, and **Phyllis Nelson**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 24 November 1993, and an attachment in execution dated 20 December 1993, the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Wednesday, 4 May 1994 at 15:00:

Erf 4784, Gelvandale, in the Municipality and Division of Port Elizabeth, in extent 209 square metres, situated at 10 Anita Drive, 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, dining-room, two bedrooms and bathroom.

A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the Office of the Sheriff, AA Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 12 Main Street, Port Elizabeth. (Tel. 55-7760.)

Terms: 10% (ten per 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 16th day of March 1994.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Tel. 52-1416.) (Ref. J. Kotzé.)

Case 11710/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Nedcor Bank Limited**, Plaintiff, and **W. W. M. Matylla**, First Defendant, and **Mrs B. G. Matylla**, Second Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 17 September 1993, the following property will be sold on 29 April 1994 at 10:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 12491, East London, Municipality and Division of East London, in extent 1 302 (one thousand three hundred and two) square metres, held under T5888/92, known as 15 Hampton Road, Clifton Park, East London:

The sale aforesaid will take place at the property itself being: 15 Hampton Road, Clifton Park, East London.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed/Deed of Transfer.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed:

A conventional dwelling under slate comprising three bedrooms, kitchen, lounge, dining-room, family room, two bathrooms, two garages and swimming-pool.

Dated at East London on this 9th day of March 1994.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. C. Kloot/tj.)

Saak 14916/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **G. C. Leak**, Eerste Eksekusieskuldenaar, en **D. M. Leak**, Tweede Eksekusieskuldenaar

Ter uitvoerlegging van 'n vonnis van bogemelde Agbare Hof gedateer 20 Januarie 1994, sal die volgende eiendom in eksekusie verkoop word op Maandag, 2 Mei 1994 om 10:45, op die perseel te Horakstraat 105A, Peerles, Park-Oos, Kraaifontein, aan die hoogste bieder en onderhewig aan die voorwaardes hierna uiteengesit en die verdere voorwaardes wat deur die afslaer by die verkoping uitgelees sal word:

Eiendom: Sekere Erf 11607, geleë in die munisipaliteit van Kraaifontein, afdeling Paarl, groot 232 (twee honderd twee-en-dertig) vierkante meter, gehou kragtens Transportakte T29231/92.

Beskrywing: Die volgende inligting word verstrek maar nie gewaarborg nie:

Op die perseel is 'n enkelvlakwoning met sitkamer, kombuis, twee slaapkamers en badkamer. Die konstruksie is van baksteen met teëldak.

Die eiendom kan inspekteer word in oorleg met prokureurs Brynard & Brynard, Albie de Waalstraat 16, Brackenfell.

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling, tesame met die afslaerskommissie van 5% (vyf persent) van die koopprys betaal word. Die balans van die koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Vonniskskuldeiser se prokureur en wat aan die Balju, Landdroshof binne dertig (30) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volle verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Northumberlandstraat, Bellville.

11 Maart 1994.

Brynard & Brynard, Vonniskskuldeiser se Prokureurs, Albie de Waalstraat 16, Brackenfell. (Verw. J. J. Brynard/jk/S483.)

Case 23975/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Quinton Andrews**, First Defendant, and **Alana Anne Andrews**, Second Defendant

In the above matter a sale will be held on Wednesday, 4 May 1994 at 10:00, at the Wynberg Magistrate's Court, Church Street, Wynberg, being Erf 41655, Mitchells Plain, in the Municipality of Cape Town, Cape Division, measuring 231 square metres, also known as 22 Simonsberg Road, New Tafelsig, Mitchells Plain.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One-tenth ($\frac{1}{10}$) 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 single brick dwelling with an asbestos roof, comprising three bedrooms, lounge, kitchen, bathroom/toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Wynberg and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case 2665/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF STELLENBOSCH RIVER HELD AT STELLENBOSCH

In the matter between **ABSA Bank Limited** (United Bank Division), Execution Creditor, and **The Trustees for the time being of Smuts-Erasmus Trust**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Stellenbosch, dated 2 August 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 3 May 1994 at 09:00:

Erf 8167, Stellenbosch, in the Municipality and Division of Stellenbosch, in extent 970 (nine hundred and seventy) square metres.

Street address: 5 Compacta Road, Stellenbosch.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Entrance-hall, lounge, dining-room, family room, kitchen, scullery, three bedrooms, bathroom, bathroom/w.c./shower, w.c./shower, patio, two garages and w.c.

(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, 116 Bergville, Victoria Street, Stellenbosch.

(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) 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 this the 14th day of March 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Saak 6916/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Frederick Arthur John Priem**, Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros, Kimberley, en 'n lasbrief vir eksekusie gedateer 29 September 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroskantoor, Kimberley, op Donderdag, 5 Mei 1994 om 10:00:

Seker: Erf 19382, Gedeelte van Erf 4889, Kimberley, geleë in die munisipaliteit en administratiewe distrik Kimberley, groot 521 vierkante meter, gehou kragtens Akte van Transport T11740/90 (ook bekend as Van Reenanstraat 8A, Homestead, Kimberley).

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met drie slaapkamers, kombuis, sitkamer, eetkamer, twee badkamers, motorafdak maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing 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 Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Case 12355/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Insolvent Estate of the Stratford Trust**, Plaintiff, and **The Afgunst Trust**, Defendant

Be pleased to take notice that pursuant to a judgment of the Cape of Good Hope Provincial Division of the Supreme Court of South Africa, the following immovable property:

Portion 5, of the farm Afgunst River 99, in the Division of George, measuring, 232,5375 hectares, held by Deed of Transfer T23256/93, will be submitted for sale by public auction on Tuesday, 26 April 1994 at 11:00, at the Magistrate's Court, George, Cape.

Be pleased to take notice further that the conditions of sale may be inspected at the offices of the Sheriff, at 36A Wellington Street, George, Cape.

Dated at Cape Town on this the 15th day of March 1994.

Findlay & Tait Inc., Plaintiff's Attorneys, S. A. Reserve Bank Building, 30 Hout Street, Cape Town. (Ref. T. B. McIntosh/bl/37374.)

Case 14485/93

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

Nedcor Bank Limited versus James Barnes, married in community of property to **Brenda Barnes**

The property: Erf 139053, Cape Town, at Bonteheuwel, in the Municipality of Cape Town, Cape Division (8A Pampas Street, Bonteheuwel), in extent 125 square metres.

Improvements (not guaranteed): Asbestos roof, brick walls, lounge, kitchen, two bedrooms and bathroom.

Date of sale: 4 May 1994 at 11:00.

Place of sale: Magistrate's Court, Goodwood.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per centum) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Goodwood.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 2770/92

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

Nedcor Bank Limited versus Frank Heynes, married in community of property to **Dorothy Heynes**

The property: Erf 128082, Cape Town, at Bonteheuwel, in the Municipality of Cape Town, Cape Division (498 Bonteheuwel Avenue, Bonteheuwel), in extent 228 square metres.

Improvements (not guaranteed): Asbestos roof, lounge, kitchen, two bedrooms, bathroom, separate toilet and store-room.

Date of sale: 4 May 1994 at 11:00.

Place of sale: Goodwood Magistrate's Court.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per centum) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Goodwood.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 31294/90

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

Nedcor Bank Limited versus The Assfan Trust

The property: Erf 40515, Cape Town, at Athlone, in the City of Cape Town, Cape Division, in extent 619 square metres.

Improvements (not guaranteed): Brick walls, tiled roof, lounge, dining-room, six bedrooms, two kitchens, two full bathrooms, two extra toilets, double garage and full servants' quarters.

Date of sale: 5 May 1994 at 12:00.

Place of sale: 49 Brand Street, Crawford.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per centum) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg and Steer & Co., 33 Loop Street, Cape Town.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 1086/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **N.B.S. Bank Ltd**, Plaintiff, and **Jan Erens van Vollenstee**, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 17 February 1994, the undermentioned property will be sold in execution at the premises on Monday, 2 May 1994 at 11:30:

Remainder Erf 2895, Kraaifontein, in the Municipality of Kraaifontein, Division Paarl, measuring 496 (four hundred and ninety-six) square metres and comprising of building with brickcor roof, lounge, dining-room, three bedrooms, bathroom, kitchen and garage, and known as 130 Fifth Avenue, Kraaifontein.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow on this the 14th day of March 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorney, 154 Voortrekker Road, Parow.

Case 4740/91**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 **Brian Samuels**, First Defendant, and **Hajira Samuels**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 15 May 1991, the property listed hereunder, and commonly known as 17 Lourie Way, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Thursday, 5 May 1994 at 09:00, to the highest bidder:

Erf 6160, Blue Downs, situated in the Lower Kuils River No. 1 Local Area, Division of Stellenbosch, in extent 382 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 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 16th day of March 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.637.)

Case 669/94**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 **Shehnaaz Samuels**, First Defendant, and **Ismail Samuels**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 7 February 1994, the property listed hereunder, and commonly known as 67B Second Avenue, Lotus River, will be sold in execution at the premises on Tuesday, 3 May 1994 at 10:00, to the highest bidder:

Erf 4800, Grassy Park, in the Local Area of Grassy Park, Cape Division, in extent 470 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 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 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 8th day of March 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.1628.)

Case 41285/93**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 **Mogamat Cassiem Jacobs**, First Defendant, and **Ghairoeniesha Jacobs**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 15 November 1993, the property listed hereunder, and commonly known as 73 Eland Avenue, Lotus River, Grassy Park, will be sold in execution at the premises on Tuesday, 4 May 1994 at 11:00, to the highest bidder:

Erf 2367, Grassy Park, at Lotus River, in the Local Area of Grassy Park, Cape Division, in extent 2 448 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 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 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 8th day of March 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.1574.)

Saak 1315/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **John Jacobs**, Eerste Eksekusieskuldenaar, en **Debbie Meagyn Jacobs**, Tweede Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 5 Mei 1994 om 10:00, op die perseel:

Erf 1425, Kleinvlei, in die plaaslike gebied Blue Downs, afdeling Stellenbosch, groot 345 vierkante meter, gehou kragtens Transportakte T14698/1987, ook bekend as Parklaan 4, Kleinvlei, Eersterivier.

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 res van die koopprys met rente daarop teen 'n koers van 16% (sestien persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

Hoofgebou: Bestaande uit drie slaapkamers, toilet, sitkamer, kombuis en eetkamer.

Buitegebou: Geen.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Baju van die Landdroshof, Kuilsrivier, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 21ste dag van Maart 1994.

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

Case 22107/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Canterbury Square Body Corporate**, Execution Creditor, and **T. D. J. Jennings**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Cape Town and writ of execution dated 4 August 1993, the following property will be sold in execution, at the site of the property at 48 Canterbury Square, Voegelgezang Street, Zonnebloem Estate, Cape Town, on Thursday, 5 May 1994 at 10:30, to the highest bidder:

Certain: (a) Section 77 as shown and more fully described on Sectional Plan SS208/89 in the scheme known as Canterbury Square in respect of the land and building or buildings, situated at Cape Town in the Municipality of Cape Town, Cape Division of which section the floor area according to the sectional plan is 104 (one hundred and four) square metres, in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST 3683/1990, also known as 48 Canterbury Square, Voegelgezang Street, Zonnebloem Estate, Cape Town.

Certain: (a) Section 65 as shown and more fully described on Sectional Plan SS208/89 in the scheme known as Canterbury Square in respect of the land and building or buildings, situated at Cape Town in the Municipality of Cape Town, Cape Division of which section the floor area according to the sectional plan is 17 (seventeen) square metres, in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST 3683/1990, also known as 48 Canterbury Square, Voegelgezang Street, Zonnebloem Estate, Cape Town.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.
2. The following improvements on the property are reported but nothing is guaranteed: Sectional title unit.
3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 24% (twenty-four per centum) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.
4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Schneider Sharkey & Klitzner, Attorneys for Judgment Creditor, 173 Bree Street, Cape Town. (Ref. N. W. Sharkey/NF/LW268.)

Case 6232/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON**

In the matter between **ABSA Bank Limited**, trading as Bankfin, formerly trading as Santambank Limited, Plaintiff, and **Christoffel Christiaan Bezuidenhout**, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 20 November 1993, the following property will be sold on 29 April 1994 at 11:00, on site at 22 Sixth Street, Gonubie, East London, to the highest bidder, subject to a reserve price of R50 000 with interest thereon @ 22% (twenty-two per centum) per annum, from 1 March 1994, to date of payment, both days inclusive, in respect of the First and Second Mortgage Bonds:

Erf 1162, Division of East London, Municipality of Gonubie, in extent 1 011 square metres, held by Deed of Transfer T1635/1986 (also known as 22 Sixth Street, Gonube), subject to the conditions referred to in the said Deed of Transfer T1635/1986.

Terms and conditions:

1. The property shall be sold for cash to the highest bidder without reserve, and subject to the rights of the bond holders as set out in the conditions of sale.
2. The purchaser shall pay ten per centum (10%) of the purchase price at the time of the sale and the unpaid balance thereon, together with interest to be secured, by way of an approved bank or building society guarantee to the Plaintiff's conveyancers within fourteen (14) days of date of sale.
- 3.1 If the Sheriff makes any mistake in selling, such mistake shall not be binding upon either party, but shall be rectified.
- 3.3 If the Sheriff suspects that a bidder is unable to pay either the deposit referred to in clause 2, or the balance of the purchase price, he may refuse to accept the bid of such bidder or accept it provisionally until the bidder shall have satisfied him that he is in a position to pay both such amounts. On refusal of a bid under such circumstances, the property may immediately again be put up to auction.
4. The sale of the property shall be subject to the proceeds of the sale being sufficient to satisfy the claim of any preferent creditor, in full, the preferent creditors being:
 - 4.1 Natal Building Society who hold the First and Second Mortgage Bonds over the property.
5. The property shall immediately after the sale sign the conditions of sale after being requested to do so by the Sheriff, and if he has bought in a representative capacity, state the name and address of his principal and exhibit his written authority. If no such authority is exhibited, the highest bidder himself shall be regarded as the purchaser.
6. The property is sold subject to the production of any permit or certificate or other document that may be required in terms of the Group Areas Act No. 36 of 1966, the Community Development Act, No. 3 of 1966 or the Black (Urban Areas) Consolidation Act No. 25 of 1945 and should the purchaser fail to obtain such documents within such period of the date of sale as the Sheriff, Magistrate's Court may determine, but being not more than three months, and the sale be cancelled, the purchaser shall be responsible for any wasted costs.

Dated at East London this 23rd day of March 1994.

Russel Esterhuizen & Sephton, Plaintiff's Attorneys, 8 Graham Road, Southernwood, East London. (Ref. Mr De Klerk.)

Case 2739/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST**

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Walter David Hurling**, First Defendant, and **Rosina Sophia Elena Hurling**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Somerset West and a writ of execution dated 23 August 1993, the following property will be sold in execution, on Tuesday, 10 May 1994 at 10:00, to the highest bidder at Somerset West Magistrate's Court, Somerset West.

Erf 3002, Macassar in the Local Area of Macassar, Division of Stellenbosch, in extent 308 (three hundred and eight) square metres, held by Deed of Transfer T48430/88, also known as 42 Sunset Crescent, Macassar, Cape, which property is said, without warranty as to the correctness thereof, to comprise of a single storey, brick dwelling with three bedrooms, lounge, kitchen and bathroom.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold voetstoots and as it stands to the highest bidder.
2. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer. Such interest is to be calculated at the rate prescribed in terms of the Prescribed Rate of Interest Act, No. 55 of 1975, or at the rate of interest payable by the Judgment Debtor to such individual creditors as at the

date of this sale, or, where applicable, calculated in terms of the relevant mortgage bond/s passed by the Judgment Debtor in favour of such creditors, whichever interest is the higher. The full balance plus such interest is to be secured by approved bank or building society guarantees to be delivered within 14 (fourteen) days of the date of the sale.

3. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Somerset West, immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Somerset West.

Dated at Cape Town on the 10th day of March 1994.

Burton - White, Plaintiff's Attorneys, Suite 306, Victoria Wharf Offices, Victoria and Alfred Waterfront, Docex 82, Cape Town. (Tel. 419-9310) (Fax. 21-6759) (Ref. D. Burton.)

Case 34513/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Cavin Ralston**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of The Cape and a writ of execution dated 22 November 1993, the following property will be sold in execution, on Tuesday, 17 May 1994 at 10:00, to the highest bidder at 7 Arend Crescent, Falmingo Vlei, Table View:

Erf 8954, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 759 (seven hundred and fifty-nine) square metres, held by Deed of Transfer T61671/88, also known as 7 Arend Crescent, Flamingo Vlei, Table View, which property is said, without warranty as to the correctness thereof, to comprise of a plastered brick dwelling under tile with entrance-hall, separate lounge and dining-room, four bedrooms, dressing-room, bathroom, separate toilet, garage and swimming-pool.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold voetstoots and as it stands to the highest bidder.

2. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer. Such interest is to be calculated at the rate prescribed in terms of the Prescribed Rate of Interest Act, No. 55 of 1975, or at the rate of interest payable by the Judgment Debtor to such individual creditors as at the date of this sale, or, where applicable, calculated in terms of the relevant mortgage bond/s passed by the Judgment Debtor in favour of such creditors, whichever interest is the higher. The full balance plus such interest is to be secured by approved bank or building society guarantees to be delivered within 14 (fourteen) days of the date of the sale.

3. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Cape Town, immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Cape Town.

Dated at Cape Town on the 23rd day of March 1994.

Burton - White, Plaintiff's Attorneys, Suite 306, Victoria Wharf Offices, Victoria and Alfred Waterfront, Docex 82, Cape Town. (Tel. 419-9310) (Fax. 21-6759) (Ref. D. Burton.)

Saak 13065/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Graham Alistair Minnaar**, Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth gedateer 19 Januarie 1994, sal die ondergemelde eiendom verkoop word op 6 Mei 1994 om 14:15, by die hoofingang van Nuwe Geregshoue, Noordeinde, Port Elizabeth, sonder reserve 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, Port Elizabeth-Noord:

Erf 1154, Amsterdamhoek, munisipaliteit en afdeling Port Elizabeth, groot 1 107 (eenduisend eenhonderd en sewe) vierkante meter, gehou kragtens Transportakte T66394/92, ook bekend as Hildalaan 1, Blouwaterbaai, Port Elizabeth.

Hoewel niks gewaarborg word nie, bestaan die eiendom uit 'n leë erf waarop geen geboue opgerig is nie.

Geteken te Port Elizabeth op 28 Maart 1994.

Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Case 32865/93

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

In the matter between **First National Bank of Southern Africa Limited** (No. 05/01225/06), Plaintiff, and **Ivan Morris** and **Mavis Olive Morris**, married in community of property, Defendants

In the above matter a sale will be held on Monday, 2 May 1994 at 14:00, at 18 Granite Close, Lotus River, being:

Erf 4613, Grassy Park, situated in the local area of Grassy Park, Cape Division, measuring six hundred and twenty-five (625) square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): Single dwelling, brick walls under a slate roof, consisting of four bedrooms, kitchen, lounge, bathroom, toilet and garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg, and at the offices of the undersigned.

Dated at Grassy Park this 18th day of March 1994.

E. W. Domingo, for E. W. Domingo & Associates, Plaintiff's Attorneys, Grassy Park Shopping Centre, Victoria Road, Grassy Park. (Tel. 706-2873/4/5.)

Saak 36/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Thanolo Jack Lokane**, Verweerder

In navolging van 'n vonnis van bogemelde Agbare Hof gedateer 4 Februarie 1994 en 'n lasbrief tot uitwinning van onroerende goed gedateer 4 Februarie 1994, sal die ondergemelde onroerende eiendom deur die Balju van die Landdroshof vir die distrik Kimberley per publieke veiling in eksekusie verkoop word aan die hoogste bieder voor die Landdroskantore te Kimberley, op Donderdag, 5 Mei 1994 om 10:00, die eiendom wat verkoop word is, is die volgende:

Sekere Erf 23539, Kimberley, geleë in die stad en distrik Kimberley, groot 135 m² (een honderd vyf-en-dertig vierkante meter), gehou kragtens Transportakte T3373/92, ook bekend as Hibiscusstraat 32, Roodepan, Kimberley.

Informasie: Die volgende informasie ten opsigte van die eiendom word verskaf, maar nie gewaarborg nie: 'n Woonhuis bestaande uit sitkamer, kombuis, slaapkamer en badkamer/toilet.

Verkoopvoorwaardes: Tien persent (10%) van die koopprys is betaalbaar onmiddellik na die verkoping tesame met afslaerskommissie en die balans teen registrasie van die eiendom in die naam van die koper, welke balans verseker moet word deur 'n goedgekeurde bank of bouvereniging of ander waarborg. Die eiendom word verkoop sonder 'n reserweprys maar onderhewig aan die goedkeuring van die Eiser binne veertien (14) dae na datum van die verkoping. Verdere verkoopvoorwaardes kan geïnspekteer word ten kantore van die Balju van die Landdroshof, te Kimberley.

Gedateer te Kimberley op hierdie 23ste dag van Maart 1994.

Elliott, Maris, Wilmans & Hay, Eiser se Prokureur, Grond Vloer, Cheapside, Posbus 179, Kimberley. (Verw. mnr. Haddad/rj/H2527.)

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 19 May 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 28th day of March 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 2555/93

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

In the matter between **Standard Bank of South Africa Limited**, Judgment Creditor, and **F. J. Tate**, Judgment Debtor

In pursuance of judgment granted on 26 March 1993, in the Supreme Court of Transkei and registered in the Magistrate's Court for the district of Queenstown and under a warrant of execution issued thereafter the immovable property listed hereunder will be sold in execution on 29 April 1994 at 10:00, at the Magistrate's Office, Queenstown, to the highest bidder:

Description: Erf 5170, Queenstown, in the Municipality and Division of Queenstown.

Postal address: 36 Western Street, Queenstown.

Improvements: Comprising of a conventional type dwelling and normal outbuildings.

The property is registered in the name of the Defendant.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The property will be sold voetstoots and as it stands, subject to the conditions of the existing title deed. Neither the Plaintiff nor the Sheriff give any warranty as to the property to be sold.

3. One-tenth (1/10th) of the purchase price, shall be paid in cash or by means of a bank-guaranteed cheque immediately after the property is declared sold and the balance of the purchase price together with interest thereon at the rate of 28% (twenty-eight per cent) per annum, of such interest rate as is required by the Sheriff, is to be paid against registration of transfer, due payment of which must be guaranteed within fourteen (14) days 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 sale is subject to further conditions which will be read out at the time of the sale and which may be inspected at the office of the Sheriff, 10 Lyden Street, Queenstown.

Dated at Queenstown on this the 25th day of March 1994.

Bowes McDougall Inc., Plaintiff's Attorneys, 27A Prince Alfred Street, Queenstown, 5320, P.O. Box 639, Queenstown, 5320. (Tel. 0451-82053.)

Case 12051/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Errol Ehrenreich**, First Defendant, and **Marlene Gail Ehrenreich**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 25 Avenue Bernard, Southfield, on Wednesday, 4 May 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 for the Supreme Court, 110 Maynard House, Maynard Road, Wynberg:

Erf 77345, Cape Town, at Southfield, in the City of Cape Town, Cape Division, measuring 794 (seven hundred and ninety-four) square metres, held by Deed of Transfer T65247/90, also known as 25 Avenue Bernard, Southfield (hereinafter referred to as the property).

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

Entrance-hall, lounge, kitchen, three bedrooms, bath/shower, water closet, garage and swimming-pool.

Terms:

1. 10% (ten per centum) of the purchase price in cash or bank-guaranteed cheque on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within (14) fourteen days from the date of the sale.

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

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

Dated at Cape Town on this the 22nd day of March 1994.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. G. I. Rushton/38462.)

Case 7421/92

IN THE MAGISTRATE'S COURT OF CAPE HELD AT CAPE

ABSA Bank Limited, trading as United Bank, *versus* **Hendrik Frederick Potgieter**

The following property will be sold in execution at the site of the property, 11 Cabernet Street, Table View, Cape, on Tuesday, 17 May 1994 at 15:00, to the highest bidder:

Erf 14130, Milnerton, in extent 648 square metres, held by T31067/1991, situated at 11 Cabernet Street, Table View, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, family room, kitchen, four bedrooms, bathroom/shower/toilet, shower/toilet and single garage.

Payment: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U0415/gl.)

Case 1045/93

IN THE MAGISTRATE'S COURT OF BREDASDORP HELD AT BEDASDORP

ABSA Bank Limited, trading as Allied Bank, *versus* **Sarel Gerhardus Swanepoel**

The following property will be sold in execution at the site of the property, 7 Disa Street, Struis Bay, Cape, on Wednesday, 11 May 1994 at 11:00, to the highest bidder:

Erf 545, Struis Bay, in extent 924 square metres, held by T24357/1992, situated at 7 Disa Street, Struis Bay, Cape.

1. The following improvements are reported but not guaranteed:

Vacant land.

Payment: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3A0507/gl.)

Case 13404/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Vernon James Dalton**

The following property will be sold in execution at the site of the property, 14 Rimini Street, Brackenfell, Cape, on Wednesday, 11 May 1994 at 11:45, to the highest bidder:

Erf 6529, Brackenfell, in extent 866 square metres, held by T776/1991, situated at 14 Rimini Street, Brackenfell, Cape.

The following improvements are reported but not guaranteed: Dwelling: Entrance, lounge, dining-room, kitchen, laundry, three bedrooms, two bathrooms/shower/toilet and double garage.

Payment: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance, plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated in the Judgment Creditor's claim from the date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3U0581/gl.)

Case 1037/94

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

ABSA Bank Limited, trading as United Bank, *versus* **Michael Joe Davey and Cynthia Grace Davey**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 11 May 1994 at 10:00, to the highest bidder:

Erf 1309, Grassy Park, in extent 469 square metres, held by T36998/1979, situated at 29 Le Roux Road, Grassy Park, Cape.

The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room, kitchen, three bedrooms, bathroom/shower and toilet.

Payment: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance, plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer, against registration of transfer, which amount are to be secured by approved bank guarantee 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.

Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D4U0027/gl.)

Case 3217/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **First National Bank of Southern Africa Limited** (No. 05/01225/06), Plaintiff, and **Wulf's Property Trust CC**, Defendant

In the above matter a sale will be held on Wednesday, 4 May 1994 at 10:00, at 7 Spearhead Road, Marina da Gama, being:

Erf 94178, Cape Town, at Muizenberg, in the City of Cape Town, Cape Division, measuring five hundred and ninety-five (595) square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property, although nothing in this respect is guaranteed: Three bedrooms, two bathrooms, dining-room, lounge, kitchen, double garage and tile roof.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Simon's Town, and at the offices of the undersigned.

Dated at Mitchells Plain on this 23rd day of March 1994.

E. W. Domingo, for E. W. Domingo & Associates, Plaintiff's Attorney, 21 Boekenhout Street, corner of Spine and Katdoring Roads, Eastridge, Mitchells Plain. (Tel. 706-2873/4/5.)

Saak 1851/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KNYSNA GEHOU TE KNYSNA

In die saak tussen **ABSA Bank Beperk**, voorheen United Bank Beperk, voorheen United Bouvereniging, Eksekusie-skuldeiser, en **Die Trustees in Der Tyd Van Sack Trust**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof, gedateer 27 Augustus 1993, en daaropvolgende lasbrief vir eksekusie gedateer 27 Augustus 1993, sal die ondergemelde eiendom per openbare veiling in eksekusie verkoop word op 4 Mei 1994 om 11:00, te Pachena Point 22, Plettenbergbaai:

Erf 1804, Plettenbergbaai, munisipaliteit Plettenbergbaai, afdeling Knysna, groot 838 (agthonderd agt-en-dertig) vierkante meter, geleë te Pachena Point 22, Plettenbergbaai, en bestaan uit sitkamer, eetkamer, kombuis, vier slaapkamers, badkamer en twee toilette, 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 reëls daar- onder 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 bouvereniging waarborg, 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, Markstraat 35, Knysna, en sal onmiddellik voor die verkoping uitgelees word deur die afslaer.

Stadler & Swart, Prokureurs vir Eksekusieskuldeiser, Derde Vloer, Nedbanksentrum, C.J. Langenhovenweg, George.

Case 16432/93

IN THE SUPREME COURT OF SOUTH AFRICA (Cape of Good Hope Provincial Division)

In the matter between **ABSA Bank Limited**, trading as United Bank *versus* **Sectional Property Holdings (Pty) Limited, Mouton Benajamin**

The following property will be sold in execution by public auction held at 9 Clifton Steps, 280 Kloof Road, Clifton, to the highest bidder on 6 May 1994 at 12:00:

Erf 102, Clifton, in the City of Cape Town, Cape Division, in extent 408 (four hundred and eight) square metres, held by Deed of Transfer T13723/90, situated at 9 Clifton Steps, 280 Kloof Road, Clifton.

The following improvements on the property are reported, but nothing guaranteed, namely: Lower unit consisting of lounge/dining-room, five bathrooms, two bedrooms, servants' quarters and dressing room. Upper unit lounge/dining-room, kitchen, two bedrooms, study, dressing-room, three bathrooms, four parking bays (deck parking) and two pools.

Conditions: The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff, Cape Town at Mandatum Building, Barrack Street, Cape Town.

Dated at Cape Town on this 25th day of March 1994.

Buchanan Boyes Attorneys, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.) (Ref. A. L. N. Berrange.)

SALE IN EXECUTION

Nedcor Bank Limited versus Mohammed Jonain Kahaar: Wynberg, Case 49107/92.

The property: Remainder Erf 1232, Ottery, in extent 1254 square metres, situated at Myrtle Grove, Strandfontein Road, Ottery/Wetton.

Improvements (not guaranteed): Single storey, brick walls, asbestos roof, three bedrooms, two toilets, two bathrooms, kitchen, lounge and garage.

Sale date: 5 May 1994.

Place of sale: Myrtle Grove, Strandfontein Road, Ottery/Wetton.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per cent) deposit in cash or by bank cheque on the day of 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.

Signed on this 24th day of March 1994.

Pincus Matz, Marquard Hugo & Hamman, Attorneys for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

Case 4453/92

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

ABSA Bank Limited, trading as United Bank, *versus* **Barend Frederik Petrus Steenkamp**

The following property will be sold in execution at the site of the property, 5 Flame Close, Vredenberg, Bellville, Cape, on Wednesday, 4 May 1994 at 10:00, to the highest bidder:

Erf 16602, Bellville, in extent 1235 square metres, held by T56891/1988, situated at 5 Flame Close, Vredenberg, Bellville, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance-hall, lounge, dining-room, TV-room, kitchen, bathroom/toilet, three bedrooms, shower/toilet, detached double garage, maid's room and shower/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale:

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U0257/gl.)

Case 2048/93
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Eric Gee**, First Defendant, and **Sylvia Agnes Gee**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 9 Nassau Street, Bothasig, on Friday, 20 May 1994 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 29 Northumberland Avenue, Bellville:

Erf 3188, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 607 square metres, and situated at 9 Nassau Street, Bothasig.

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

A 118 square metre main dwelling consisting of a lounge, dining-room, kitchen, four bedrooms, bathroom with water closet and a 35 square metre outbuilding consisting of a garage, water closet and store.

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 R200 (two hundred rand).

Dated at Cape Town on this the 31st day of March 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S1076/3042.)

Case 19556/93

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

In the matter between **ABSA Bank Limited**, trading as Allied bank, Plaintiff, and **Patricia Valerie Mukuddem**, Defendant

The following property will be sold in execution, *voetstoots* and without reserve, to the highest bidder, at the Magistrate's Court, Wynberg, on 20 May 1994 at 10:00:

Erf 42273, Cape Town, at Crawford, in the City of Cape Town, Cape Division, in extent 496 square metres, also known as 40 Sunnyside Road, Crawford.

Conditions:

1. The following information is furnished, but not guaranteed: Brick dwelling under tiled roof with lounge, kitchen, four bedrooms, bathroom, toilet and garage.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town on this the 28th day of March 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 13701/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Cape of Good Hope Bank Ltd**, Judgment Creditor, and **Karel Hercules Swanepoel**, First Judgment Debtor, and **Madelyn Swanepoel**, Second Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Kuils River, in the above matter a sale will be held on Friday, 6 May 1994 at 10:00, in front of the Court-house by the Sheriff of the following immovable property:

Portion 2 (Van Wijkshoop) of the farm Groote Kapels Fontein 38, situated in the Division of Ceres, in extent 171,2848 hectares, held by Deed of Transfer T42278/1990, situated at the farm Groote Kapels Fontein 38.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above act and the conditions of sale. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed: A farm consisting of vacant land and situated approximately 125 km from Ceres on the road to Middlepost.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Ceres.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk/135161.)

NATAL

Case 415/92

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **J. S. M. Makhanya**

In pursuance of a judgment granted on 11 February 1992, in die Magistrate's Court and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 6 May 1994 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Lot 387, Klaarwater, situated in the Administrative District of Natal, in extent 718 square metres, held by Deed of Transfer TL1140/90, physical address Lot 387, Klaarwater.

Improvements: Single storey, brick under asbestos dwelling, two bedrooms, bathroom, toilet, 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 Magistrate's 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 and Theunissen.

Dated at Pinetown on this the 23rd day of March 1994.

Vivian Hugh Clift, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 25728/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mbuso Joseph Khawula**, Defendant

In pursuance of a judgment in the above Court and writ of execution dated 7 March 1994, the immovable property listed hereunder will be sold in execution on Friday, 29 April 1994 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Ownership Unit 882, in Township Edendale, District of Pietermaritzburg, in extent 493 square metres, situated at 882 Sibokosizwe Road, Imbali, Pietermaritzburg.

Held by Defendant under Deed of Grant 001150.

The following information is given about the immovable property but is not guaranteed zoning: Residential.

Improvements: Single storey dwelling built of block with iron roof, comprising lounge, kitchen, two bedrooms, bathroom and toilet.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 22nd day of March 1994.

Venn, Nemeth & Harth, Plaintiff's Attorney, 281 Pietermaritz Street, Pietermaritzburg. (Ref: ABB/06N2385/93.)

Case 61370/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Willem Jacobus Horn**, Defendant

In pursuance of a judgment of the above Honourable Court dated 27 December 1990, a sale in execution will be held on 5 May 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban, when the following property will be sold by the Sheriff of the Magistrate's Court for Durban Central, to the highest bidder:

Subdivision 3 of Lot 184, Kingsdale, situated in the City of Durban, Administrative District of Natal, in extent nine hundred and seventy-seven (977) square metres, situated at 128 Kingsdale Road, Hillary.

Improvements (the following information is furnished but nothing is guaranteed in this regard):

The property consists of one brick under tile roof dwelling comprising of three bedrooms, lounge, dining-room, kitchen, pantry, breakfast room, bathroom, separate toilet, garage and swimming-pool.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 25th day of March 1994.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N035.6141/90.)

Case 3555/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **NBS Bank Limited** (No. 87/01384/06), formerly Natal Building Society Limited (No. 87/01384/06), Plaintiff, and **Arumugam Govender**, First Defendant, and **Manormani Govender**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, and the warrant of execution issued pursuant thereto on 17 January 1994, the immovable property described as:

Lot 1037, Port Shepstone, situated in the Marburg Town Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 4 047 square metres, and situated in Lower Albertsville, Albertsville Road, Marburg, will be sold in execution on Friday, 6 May 1994 at 10:00, on the Courthouse 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 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 5% (five per centum) on the first R20 000 of the purchase price and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000 and a minimum commission of R200.

(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:

Dwelling under brick and asbestos roof, consisting of three bedrooms, bathroom with bath, toilet, basin and shower, toilet and basin, lounge, dining-room, kitchen.

Dated at Port Shepstone on this the 28th day of March 1994.

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/N151/01N209503.)

Case 12029/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Plaintiff, and **M. S. Mchunu**, Defendant

In pursuance of a judgment granted on 2 February 1993, in the Magistrate's Court and under a warrant of execution re-issued thereafter, the immovable property listed hereunder will be sold in execution on 6 May 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Unit E244, in the Township of Ntuzuma, District County of Victoria, in extent 399 square metres, represented and described on General Plan B125/1980.

Physical address: Unit E244, Ntuzuma Township.

Improvements: Single storey brick under tile dwelling, three bedrooms, bathroom, kitchen, lounge, lights and water facilities.

The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) 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 date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff Inanda Area 1 or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 25th day of March 1994.

Vivian Hugh Clift, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 7730/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Stephen William Foster**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 6 May 1994 at 10:00:

Description: Subdivision 1 of Lot 546, Bluff, situated in the City of Durban, Administrative District of Natal, in extent 971 (nine hundred and seventy-one) square metres, held under Deed of Transfer T15447/91.

Physical address: 38 Admiral Road, Bluff, Natal.

Zoning: Special Residential.

The property consists of the following: Single-storey house, cement under tiled roof. Single garage attached to house.

Main house: Three bedrooms, toilet, tiled floor, bathroom, bath/basin and toilet, tiled floor, lounge/dining-room (open plan), lounge carpeted, dining-room wooden floor, kitchen fitted cupboards, tiled floor, servants' quarters separate from house, a room with toilet/shower.

The property is partly fenced.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the said attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban South, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 23rd day of March 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6989/slm.)

Case 9013/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Frances Margaret Tilanus**,
First Defendant, and **Alan Neville Tilanus**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masnic Grove, Durban, on Friday, 6 May 1994 at 10:00:

Description: Lot 713, Amanzimtoti, situated in the Borough of Amanzimtoti and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 890 (one thousand eight hundred and ninety) square metres, held under Deed of Transfer T9094/91.

Physical address: 15 Raleigh Road, Amanzimtoti, Natal.

Zoning: Residential.

The property consists of the following:

Single-storey house, brick under tile roof, garage separate from house.

House: Four bedrooms, one en suite with bath/basin/shower/toilet, two toilets carpeted, two bathrooms—bath/basin/shower/toilet, lounge carpeted, dining-room cement floor, kitchen wooden floor, fitted cupboards, study, TV room and laundry. Servants' quarters, attached to garage with room with toilet/bath/shower.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 17th day of March 1994.

Goodrickes, Plaintiff's Attorney, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S. 6040/slm.)

Case 8561/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Subramoney Naidoo**, First Defendant,
and **Saroja Naidoo**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 6 May 1994 at 10:00:

Description: Lot 1260, Isipingo (Extension 7), situated in the Borough of Isipingo, and in the Amanzimtoti Regional Water Services Area, Administrative District of Natal, in extent nine hundred and thirty-one (931) square metres, held under Deed of Transfer 13307/1978.

Physical address: 36 Jacaranda Crescent, Isipingo Hills, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey brick under tile roof house comprising garage attached to main house.

Main house: Three bedrooms, toilet—tiled, bathroom—bath/basin/shower and toilet—tiled floor, lounge—carpeted, dining-room—carpeted, kitchen—tiled floor—fitted cupboards, no servants' quarters and the property is fully fenced with a concrete fence.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 22nd day of March 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6107/slm.)

Case 1268/90

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Michael Wilson**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 6 May 1994 at 10:00:

Description: Remainder of Subdivision 38 of Lot 67, Springfield, situated in the City of Durban, Administrative District of Natal, in extent seven hundred and sixty-seven (767) square metres, held under Deed of Transfer T24896/88.

Physical address: 23 Imeson Road, Puntans Hill, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey plaster under tile roof, front of premises—brick wall, entrance, lounge—fitted carpet, dining-room—fitted carpet, main bedroom—fitted carpet—built-in cupboards, bedroom—parquet flooring, bedroom—built-in cupboards—parquet flooring, bathroom (bath/basin/toilet, shower—cubicle), kitchen—fitted cupboards, scullery and toilet/wash basin.

Outbuilding 1: Plaster walls/asbestos roof, laundry, room and toilet/shower.

Outbuilding 2: Concrete roof plaster walls and single garage.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban North, 15 Milne Street, Durban, Natal.

Dated at Durban this 23rd day of March 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.3194/slm.)

Case 2792/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Pieter Johan Harmse**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 6 May 1994 at 10:00:

Description: Lot 87, Westriding, situated in the Township of Hillcrest, and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 4 225 (four thousand two hundred and twenty-five) square metres, held under Deed of Transfer T1085/89.

Physical address: 18 Patricia Road, Hillcrest, Natal.

Zoning: General Residential.

The property consists of the following: Brick under tile dwelling comprising lounge/dining-room, kitchen, three bedrooms, bathroom with toilet and toilet with shower.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 17th day of March 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6482/slm.)

Case 5182/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Hassan Ali Isaacs**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 6 May 1994 at 10:00:

Description: Section 5, as shown and more fully described on Sectional Plan SS98/92, in the building or buildings known as Cesena Hall, in respect of the land and building or buildings situated in Durban, of which the floor area according to the said sectional plan is 257 (two hundred and fifty-seven) square metres in extent, and an undivided share in the common property with the participation quota as endorsed on the said sectional plan; and

Section 6, as shown and more fully described on Sectional Plan SS98/92, in the building or buildings known as Cesena Hall, in respect of the land and building or buildings situated in Durban, of which the floor area according to the said sectional plan is 18 (eighteen) square metres in extent, and an undivided share in the common property with the participation quota as endorsed on the said sectional plan;

held under Deed of Transfer ST11976/92.

Physical address: 5 Cesena Hall, 80 Ridge Road, Berea, Durban.

Zoning: Residential.

The property consists of the following: Brick under tile/asbestos roof, dwelling comprising entrance-hall, living-room, dining-room, four bedrooms, two bathrooms with showers, toilet, laundry, kitchen, study and three garages.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 15 Milne Street, Durban.

Dated at Durban this 23rd day of March 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6239/slm.)

Case 7728/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Delamere Developments (Proprietary) Limited**, First Defendant, and **Delcasse Immel Botha**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 6 May 1994 at 10:00:

Description: Section 4, as shown and more fully described on Sectional Plan SS404/92, in the scheme known as The Claribel, in respect of the land and building or buildings situated at Durban, in the Local Authority Area of Durban, of which section the floor area according to the said sectional plan is 74 (seventy-four) square metres in extent, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Sectional Deed of Transfer ST17328/92.

Physical address: 4 The Claribel, 1 Claribel Road, Morningside.

Zoning: Special Residential.

The property consists of the following: Maisonette consisting of lounge, bedroom, bathroom/toilet, kitchen and garage.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 15 Milne Street, Durban. Dated at Durban this 23rd day of March 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6990/S. L. Mayes.)

Case 8695/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Denis Hattingh**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 6 May 1994 at 10:00:

Description: Section 120, as shown and more fully described on Sectional Plan SS152/91, in the scheme known as Kensington, in respect of the land and building or buildings situated at Durban, City of Durban, of which the floor area according to the said sectional plan is 71 (seventy-one) square metres in extent, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer T10981/92.

An exclusive use area described as Parking Bay C 40, measuring 12 (twelve) square metres, being as such part of the common property comprising the land and the scheme known as Kensington, in respect of the land and building or buildings situated at Durban, City of Durban, as shown and more fully described on Sectional Plan SS152/91, held under Notarial Deed of Cession 1126/92.

Physical address: 618 Kensington, 311 North Ridge Road, Morningside.

Zoning: Special Residential.

The property consists of the following: Flat consisting of entrance-hall, lounge, dining-room, bedroom, bathroom/toilet, kitchen, open balcony, enclosure and under cover parking.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban North, 15 Milne Street, Durban.

Dated at Durban this 23rd day of March 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7059/slm.)

Case 9951/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Allison Margaret Rorke**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 6 May 1994 at 10:00:

Description: Section 13, as shown and more fully described on Sectional Plan SS25/1976, in the building or buildings known as Manor Gardens, situated at New Germany, of which the floor area according to the said sectional plan is 118 (one hundred and eighteen) square metres in extent; and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section held under Certificate of Registered Sectional Title ST25/1976 (13) (unit).

Physical address: 13 Manor Gardens, Bosse Street, New Germany, Natal.

Zoning: Special Residential.

The property consists of the following: Duplex comprising:

Downstairs: Entrance-hall, lounge/dining-room, toilet and kitchen.

Upstairs: Three bedrooms, bathroom, toilet and garage.

Nothing in this regard is guaranteed:

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 22nd day of March 1994.

Goodricks, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7163/slm.)

Case 9417/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Dharamdeo Sewsunker Pheku**, First Defendant, and **Amitha Pheku**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 6 May 1994 at 10:00:

Description: Section 14 as shown and more fully described on Sectional Plan SS260/87 in the scheme known as Shannon Gardens, in respect of the land and building or buildings, of which the floor area according to the said sectional plan is seventy-six (76) square metres in extent, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under CRST 260/87 (14).

Physical address: 14 Shannon Gardens, 9 Pampally Way, Reservoir Hills, Natal.

Zoning: Special Residential.

The property consists of the following: Duplex comprising:

Ground floor: Entrance-hall, kitchen, lounge/dining-room, toilet.

Upstairs: Two bedrooms, bathroom with toilet, dressing-room, parking bay.

Nothing in this regard is guaranteed:

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 22nd day of March 1994.

Goodricks, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7142/slm.)

Case 60392/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nicholas Pearson**, Defendant

In pursuance of a judgment of the above Honourable Court dated 1 February 1994, a sale in execution will be held on 3 May 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road-entrance, Durban, when the following property will be sold by the Sheriff of the Magistrate's Court for the Durban North to the highest bidder:

Subdivision 20 of Lot 600, Durban, situated in the City of Durban, Administrative District of Natal, in extent one thousand three hundred and eighty-three (1 383) square metres, with the postal and street address of 721 Essenwood Road, Berea Durban.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a two storey brick under tile roof dwelling with lights and water comprising four bedrooms, two bathrooms, kitchen, two lounges, dining-room, study, four garages/store-rooms, entrance-hall, toilet and wash basin, servants' quarters and swimming-pool. Other special features include airconditioning, fireplace, large covered verandah and sundeck. Security arrangements, access control, intercom and auto electrical gates and doors.

The sale shall be subject to the following conditions.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.

3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 25th day of March 1994.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N405.3360/93.)

Case 3775/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE**

In the matter between **First National Bank of Southern Africa Limited**, Execution Creditor, and **Roland Winterton Whitfield**, Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone, dated 14 January 1994, the following immovable property will be sold in execution on 6 May 1994 at 10:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 128, Mitchell Street, Shelly Beach, situated in the Shelly Beach Town Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal in extent 1 026 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Lot 128, Mitchell Street, Shelly Beach.

Upon the property is dwelling under brick and tile consisting of entrance-hall, open plan lounge and dining-room, kitchen, laundry utility room, bedroom and bathroom en suite, two bedrooms plus bathroom, verandah with built-in braai, swimming-pool and thatched verandah, games room cum bar under thatch.

Outbuilding: Double garage with servant's toilet.

Material conditions of sale: The purchaser shall pay twenty per centum (20%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 16th day of March 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. (Ref. I. S. Kalil/as/869/93.)

Case 1307/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH**

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Plaintiff, and **B. A. Ndlovu**, Defendant

In pursuance of a judgment in the Magistrate's Court, Ladysmith, and a warrant of execution issued on 29 September 1993, the following property will be sold in execution on 3 May 1993 at 15:00, at the Magistrate's Court, eZakheni, to the highest bidder:

Unit A1267, situated in the Township of eZakheni, District County of Klip River, in extent 317 (three hundred and seventeen) square metres.

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

Improved as follows: Three-bedroomed house with lounge, bathroom/toilet, kitchen under concrete tiled roof.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the title deed in so far as these are applicable.

2. The purchase price shall be paid as to 10% (ten per cent) thereof on the date of sale and the balance to be secured within fourteen (14) days thereafter by a bank or building society guarantee.

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

Dated at Ladysmith this 18th day of March 1994.

Macaulay & Riddell, Plaintiff's Attorneys, 126 Murchison Street, Ladysmith.

Case 356/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOUNT CURRIE HELD AT KOKSTAD**

In the matter between **Izingolweni Properties (Pty) Ltd**, Plaintiff, and **Bradley David Haigh**, Defendant

In pursuance of a judgment granted on 22 September 1992, in the Court of the Magistrate, Kokstad, and under a writ of execution issued thereafter, the immovable properties listed hereunder will be sold in execution on 7 May 1994 at 10:00, in front of the Magistrate's Court, Kokstad, to the highest bidder:

Description: Subdivision 6 of the farm Alfred Native Location 3 No. 15843, situated in the Administrative District of Natal, in the extent 2,028 hectares, Alfred Magisterial District.

Subdivision 5 (of 1) of the farm Coniston 10749, situated in the Administrative District of Natal, in extent 9 082 square metres, Port Shepstone Magisterial District.

Lot 96, Umtentweni Extension 3, situated in the Umtentweni Town Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 5 503 square metres, Port Shepstone Magisterial District.

Remainder of the farm Driefontein 285, situated in the Administrative District of Mount Currie, in extent 545,065 hectares, Mount Currie District.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within fourteen (14) days after date of sale.

The full conditions may be inspected at the offices of the Sheriff of the Court, Kokstad, or at our offices.

Eagle Barnes & Heyns, Plaintiff's Attorneys, 90 Main Street, Kokstad.

Case 3360/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Johanna Cornelia Maria van Rensburg**, First Defendant, and **Harry Charles van Rensburg**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Wednesday, 8 December 1994, 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 Pietermaritzburg, on the steps of his office on Friday, 29 April 1994 at 09:00, 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 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, namely:

Subdivision 38 of Lot 1231, Pietermaritzburg, Administrative District of Natal, in extent one thousand nine hundred and fifty-one (1 951) square metres, which property is physically situated at 156 Morcom Road, Blackridge, Pietermaritzburg, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T20517/91.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling house, brick under tile, consisting of a lounge, dining-room, kitchen, four bedrooms, laundry, two bathrooms and toilet and a shower and toilet. There is an outbuilding consisting of a staffroom, store-room, toilet and shower and two garages.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

- (a) Ten per cent (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 sixteen per cent (16%) 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 16th day of March 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorney, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 4045/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Michael Colin Cook**, First Defendant, and **Helena Claudina Cook**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Natal Provincial Division on Monday, 21 February 1994, 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 Pietermaritzburg, on the steps of his office on Friday, 29 April 1994 at 09:00, 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 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, namely:

Subdivision 38 of Lot 1887, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent seven hundred and nineteen (719) square metres, which property is physically situated at 10 Institute Road, Pietermaritzburg, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T32601/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under metal house, consisting of a lounge, kitchen, three bedrooms, pantry, bathroom and toilet. There is an outbuilding consisting of a staffroom, store-room, garage and toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 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 15,25 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 16th day of March 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 1745/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Soobiah Raviah Naidoo**, First Defendant, and **Pooraniamal Naidoo**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Wednesday, 28 July 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 Estcourt, in front of the Magistrate's Court, Colenso, Natal, on 4 May 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at the Sheriff's Office at 142 Connor Street, Estcourt, Natal, namely:

Lot 650, Colenso Extension 6, situated in the Borough of Colenso, Administrative District of Natal, in extent 1 104 (one thousand one hundred and four) square metres, which property is physically situated at 14 Mynah Road, Colenso, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T28503/89.

Improvements:

Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single storey dwelling-house, brick under metal, consisting of a lounge, dining-room, kitchen, three bedrooms, bathroom and toilet, bathroom, toilet and shower. There are outbuildings consisting of staffroom, toilet and 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 per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,75% (fifteen comma seven five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Pietermaritzburg on this 7th day of March 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 17974/91

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

In the matter between **Nedperm Bank Limited**, Execution Creditor, and **Sachiahanda Govindsamy Vallunar**, First Execution Debtor, and **Thayanagiemeal Vallunar**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 17 September 1991, the following immovable property will be sold in execution on 29 April 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 5326 (of 5320) of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 325 (three hundred and twenty-five) square metres, situated at 125 Aurora Place, Northdale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A single storey dwelling-house constructed of concrete under asbestos roof, consisting two bedrooms, bathroom, kitchen and lounge.

Material conditions of sale: The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 24th day of March 1994.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 7286/92

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

In the matter between **Nedperm Bank Limited**, Execution Creditor, and **Sub 119 Ferncliffe CC**, First Execution Debtor, and **Alan Govender**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 11 August 1992, the following immovable property will be sold in execution on 29 April 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 119 of Lot 3005, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 2 163 (two thousand one hundred and sixty-three) square metres, situated at Highlevel Road, Ferncliffe, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: Vacant land.

Material conditions of sale: The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 24th day of March 1994.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 3703/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Nicholas George Cahill**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Wednesday, 9 February 1994, 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 Estcourt in front of the Magistrate's Court, Mooi River, Natal, on 5 May 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at the Sheriff's Office, at 142 Connor Street, Estcourt, Natal, namely:

Lot 587, Mooi River Extension 2, situated in the Borough of Mooi River, Administrative District of Natal, in extent 3 825 (three thousand eight hundred and twenty-five) square metres, which property is physically situated at 10 East End Drive, Mooi River, Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T21090/84.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single storey dwelling-house, brick under tile consisting an entrance-hall, lounge, dining-room, family room, kitchen, three bedrooms, two bathrooms and toilet. There are outbuildings consisting of a staffroom and two garages.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (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 14 (fourteen) days after the date of sale.

Dated at Pietermaritzburg on this 7th day of March 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Ganesan Narsiguardu**, First Defendant, and
Josephine Narsiguardu, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Friday, 25 February 1994, 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 Pietermaritzburg, on the steps of his office on Friday, 29 April 1994 at 09:00, 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 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, namely:

Subdivision 3201 (of 3200), of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and seventy-eight (378) square metres, which property is physically situated at 4 Ganges Road, Northdale, Pietermaritzburg, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T20875/90.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under asbestos house, consisting of a lounge, dining-room, kitchen, two bedrooms, toilet and shower.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16% (sixteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 8th day of March 1994.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorney, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 1707/94

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Thulani Alpheus Mkhize**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 15 February 1994, the following immovable property will be sold in execution on 29 April 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 166, Unit J, in the Township of Edendale, District of Pietermaritzburg, in extent (587) five hundred and eighty-seven square metres, represented and described on General Plan 261/1987, situated at Site 166, Unit J, Edendale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A single-storey dwelling-house constructed of brick under concrete tile roof, consisting of four bedrooms, two bathrooms, kitchen, dining-room, lounge and garage.

Material conditions of sale:

The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 24th day of March 1994.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. G374.)

Case 2173/91

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

In the matter between **ESKOM**, Plaintiff, and **Wilfred Bongani Msimango**, Defendant

Be pleased to take notice that pursuant to an order of the above-mentioned Honourable Court dated 7 August 1991, and an attachment by the Sheriff of the Supreme Court for Newcastle dated 3 October 1991, in the above-mentioned case, the immovable property described below shall be sold in execution by the Sheriff of the Supreme Court for the District of Newcastle, on 6 May 1994 commencing at 10:00, at the Magistrate's Offices, Newcastle:

Site 8508, Madadeni Township, situated in the District of Newcastle, in extent four six four comma five (464,5) square metres, held by Deed of Transfer T1228/1988.

And be pleased to take notice further that the conditions of sale pertaining to the said sale in execution may be inspected at the offices of the Sheriff, Volkskas Building, Voortrekker Street, Newcastle, and at the offices of Shepstone & Wylie Tomlinsons, 199 Pietermaritz Street, Pietermaritzburg.

The material conditions of sale are:

1. The purchaser shall pay a deposit of 25% (twenty-five per cent) of the purchase price in cash on the date of sale, the balance against transfer to be secured by a irrevocable bank and/or building society guarantee, to be approved by Plaintiff's attorney, to be furnished to the Sheriff of the Supreme Court within seven (7) days after the date of sale and which guarantee shall not be subject to withdrawal by the bank and/or building society.

2. The purchaser shall pay auctioneer's charges on the day of sale which will amount to 5% (five per cent) on the first R15 000, thereafter 2,5% (two comma five per cent) on the balance subject to a minimum of R50. In addition the purchaser shall pay transfer dues, costs of transfer, and arrear rates and other charges necessary to effect transfer, upon request by the attorney for the Execution Creditor.

3. The property is sold as represented by the title deeds and diagrams, the Sheriff of the Supreme Court not holding himself liable for any deficiency that may be found to exist and renouncing all excess. The property is also sold subject to all servitudes and conditions specified in the deed of transfer. The Sheriff of the Supreme Court shall not be responsible for exposing any beacons in respect of the property.

4. The Execution Creditor shall be entitled to appoint an attorney to attend to transfer.

Dated at Pietermaritzburg in 1994.

T. K. Morris, for Shepstone & Wylie Tomlinsons, Plaintiff's Attorneys, 199 Pietermaritz Street, Pietermaritzburg. (Ref. T. K. M/vs/64/E/0007/01.)

Case 59763/93

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

In the matter between **NBS Bank Limited**, Execution Creditor, and **Neville John Parkin**, First Execution Debtor, and **Beverley Ann Parking**, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated, the immovable property listed hereunder will be sold in execution on 5 May 1994 at 10:00, at the front entrance to the Durban Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: Lot 1073, Coedemore (Extension 1), situated in the Yellow Wood Park Health Committee Area, Administrative District of Natal, in extent 1 216 (one thousand two hundred and sixteen) square metres, held under Deed of Transfer T33065/91, subject to the terms and conditions therein contained, the immovable property is situated at 19 Cuckoo Circle, Yellow Wood Park.

Zoning: Special/Residential.

Improvements: Brick under tile dwelling comprising tiled kitchen, tiled study, three carpeted bedrooms, bedroom with en suite shower, toilet and basin, bathroom with toilet, bath and basin, precon swimming-pool, servants' quarters, bathroom, shower and toilet, garage and fully fenced.

NB: Nothing is guaranteed.

Municipal electricity and water supply: Local Authority.

Possession: Vacant possession is not guaranteed; premises are occupied at present.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser; the balance against registration of transfer and to be secured by a bank or building society guarantee, to be approved by the Judgment Creditor's attorneys, and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the 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, 101 Lejaton, 40 St George's Street, Durban, Tel. (031) 301-0091 (Ref. Mr Govender).

Dated at Durban this 8th day of March 1994.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N3639/93/N10.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **E. R. O'Loughlin**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 6 January 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Pinetown, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 22 April 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 62 Caversham Road, Pinetown, namely:

Lot 4145, Pinetown (Extension 41), situated in the Borough of Pinetown, and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, measuring one thousand one hundred and sixty-four (1164) square metres, which property is physically situated at 9 Locksley Drive, Highlands Hills, Pinetown, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T25390/89.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under tile dwelling consisting of lounge, dining-room, family room, kitchen, three bedrooms, two bathrooms, two toilets, staffroom, toilet and shower.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms:

The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18% (eighteen per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban on this the 8th day of March 1994.

Browne, Brodie and Company, Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/U045/022041/Mrs Chelin.)

Case 67304/92

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Gerd Harald Wolf**, First Defendant, **Therese Mavis Wolf**, Second Defendant, and **Sieghard Karlo Wolf**, Third Defendant

In pursuance of a judgment granted on 16 July 1994, in the Court of the Magistrate of Durban, and under a writ of execution issued thereunder, the immovable property listed hereunder shall be sold in execution to the highest bidder on 5 May 1994 at 10:00, at the entrance to the Magistrate's Court, Somtseu Road Entrance, Durban:

Subdivision 2 of Lot 1, Buena Vista, situated in the Borough of Kingsburgh, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent (1279) one thousand two hundred and seventy-nine square metres.

Property address: 5 Umdoni Grove, St Winifreds, Kingsburgh.

Property consists of: A dwelling with tile roof and brick walls, three bedrooms, two toilets, bathroom with bath, basin and tiled shower, carpeted lounge and dining-room, tiled kitchen with fitted cupboards, outside toilet and yard partly fenced.

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 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 sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the Plaintiff's attorneys 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, Durban South.

Dated at Durban on this the 15th day of March 1994.

Meumann and White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/m/001091.)

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 **Robert Dennis Lodder**, First Defendant, and **Hilda Francis Lodder**, Second Defendant

1. The following property shall be sold by the Sheriff for the Supreme Court, Durban South on 6 May 1994 at 10:00, on the steps of the Supreme Court, Supreme Court Building, Masonic Grove, Durban, to the highest bidder, without reserve:

Lot 379, Coedmore, situated in the Yellowwood Park Health Committee Area, Administrative District of Natal, in extent 1076 square metres, held by the first and second Defendants under Deed of Transfer T19486/1970, and having street address at 53 Warbler Way, Yellowwood Park, Durban, Natal.

2. *Improvements and zoning* (which are not warranted to be correct):

2.1 The property is zoned general residential;

2.2 the following improvements have been made to the property (the natura and condition and existence of which are not guaranteed and are sold voetstoots).

2.2.1 A single-storey dwelling plastered brick comprising lounge, dining-room, kitchen (with hob), three bedrooms, shower/w.c.;

2.2.2 a garage and servants quarters, a swimming-pool and a tarred driveway.

3. *Terms:*

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist.

3.2 The successful bidder is required to pay the deposit of 10% (ten per cent) of the price, plus the Sheriff's charges, [being 5% (five per cent) on the first R20 000 of the price and 3% (three per cent) on the balance, with a maximum of R6 000] in cash or by bank or bank-guaranteed cheque or bank letter of authority on conclusion of the sale.

3.3 The full conditions of sale may be inspected at the office of the Sheriff Durban South, 101 Lejaton, 40 St Georges Street, Durban and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban on this the 7th day of March 1994.

John Koch & Company, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.1042/D11.)

Saak 909/90

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Mselu Erusters Dube**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 15 Februarie 1994, sal die ondervermelde eiendom op 4 Mei 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Eenheid D6437, 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 koopprijs 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 25ste dag van Februarie 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 2359/91

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Vusumuzi Israel Ntshangase**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 16 Februarie 1994, sal die ondervermelde eiendom op 4 Mei 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit D5419, 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 ander 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 25ste dag van Februarie 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 403/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Aifheli Robert Mulaudzi**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 15 Februarie 1994, sal die ondervermelde eiendom op 4 Mei 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit F1560, 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 ander 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 25ste dag van Februarie 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 402/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Muzikayifani Phillip Mtshali**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 15 Februarie 1994, sal die ondervermelde eiendom op 4 Mei 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit 1215, Unit D, Osizweni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle en is onder ander 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 25ste dag van Februarie 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 2202/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Bongani David Donald Kubheka**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 15 Februarie 1994, sal die ondervermelde eiendom op 4 Mei 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit 8571, 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 ander 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 25ste dag van Februarie 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 401/94

IN DIE LANDDROSHOF VAN NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Tulumbaseni Ndwandwe**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof, en lasbrief vir eksekusie teen onroerende goed gedateer 15 Februarie 1994, sal die ondervermelde eiendom op 4 Mei 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit D5854, 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 2de dag van Maart 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 1447/93

IN DIE LANDDROSHOF VAN NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Fantozi Fairbridge Ndlanzi**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie teen onroerende goed gedateer 28 April 1993, sal die ondervermelde eiendom op 4 Mei 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit 8478, 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 2de dag van Maart 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 42/94

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

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Execution Creditor, and **Arthur Gunther Misselhorn**, First Execution Debtor, and **Wilhelmina Johanna Misselhorn**, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown, and writ of execution dated 25 January 1994, the property listed hereunder will be sold in execution on 6 May 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

A unit consisting of:

(a) Section Eleven (11) as shown and more fully described on Sectional Plan SS148/1981 in the scheme known as "Berendene" in respect of land and building or buildings situated at Pinetown, in the Borough of Pinetown, of which the floor area, according to the said sectional plan, is 78 (seventy eight) square metres in extent; and

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

Postal address: 11 Berendene, 2 Harvey Road, Pinetown. *Town-planning Zoning:* Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A first floor flat consisting of: Lounge/dining-room, kitchen, two bedrooms, bathroom, w/c and balcony. Common property facilities — Laundry and parking.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown on this the 18th day of March 1994.

King & Associates, Attorneys for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/02/N012/218.)

Case 5787/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Dumisani Eugene Hlomuka**, First Execution Debtor, and **Delisile Immaculate Hlomuka**, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Verulam, and reissued writ of execution dated 17 February 1994, the property listed hereunder will be sold in execution on 6 May 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Ownership Unit P454 of Site 63 (a portion of Site 35), in the Township of KwaMashu P, in the District of Ntuzuma, in extent 344 (three hundred and forty-four) square metres, represented on General Plan PB472/1989. *Postal address:* Unit P454, KwaMashu Township, KwaMashu, Natal. *Town-planning Zoning:* Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey concrete block and tile dwelling consisting of: Lounge, dining-room, kitchen, three bedrooms, bathroom and w/c.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Inanda. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown on this the 14th day of March 1994.

King & Associates, Attorneys for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr. Jenkins/02/N012/252.)

Case 43/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Ndumiso Alfred Kweyama**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 25 January 1994, the property listed hereunder will be sold in execution on 6 May 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Ownership Unit A6121, kwaNdengezi, situated in the Township of kwaNdengezi, District of Mpumalanga, in extent one thousand (1 000) square metres.

Postal address: Unit A6121, kwaNdengezi Township, Natal.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey concrete block and corrugated asbestos dwelling consisting of lounge, kitchen, two bedrooms, bathroom and w.c.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 14th day of March 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr. Jenkins/02/N012/216.)

Case 43494/91

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

In the matter between **Nedperm Bank Limited**, formerly trading as South African Permanent Building Society, Plaintiff, and **Thulani Godfrey Ngcobo**, Defendant

In pursuance of a judgment granted on 23 September 1991 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 11 May 1994 at 10:00, at the front entrance of the Magistrate's Court, Umlazi:

Description of property: Unit 812, in extent three hundred and six (306) square metres, situated in the Township of Umlazi, Unit 3, in the District of Umlazi, represented and described on General Plan BA54/1972, consisting of a brick plastered under tile roof dwelling with electricity consisting of three bedrooms, bathroom, kitchen, dining-room, garage and lounge.

Postal address: Unit 812, Umlazi, Unit 4, Umlazi.

Zoning: Residential area.

Nothing in the above is guaranteed.

1.1 The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

1.2 The property shall be sold as it stands i.e. voetstoots and subject to all the conditions of the title deed.

2. The purchaser shall be liable for payment of interest at the rate of 19,25% (nineteen 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.

3. Transfer shall be effected by the attorneys of 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 written request by the said attorneys.

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

Dated at Durban this 15th day of March 1994.

S. Perumaul, for A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Buildings, 343 Smith Street (bay passage entrance), Durban. (Ref. Mrs Perumaul/vc/509.)

Case 58464/93

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Alwyn Johannes Petrus Duraan**, First Execution Debtor, and **Sharon Duraan**, Second Execution Debtor

In pursuance of a judgment granted on 9 December 1993 in the Magistrate's court for the District of Durban, held at Durban and writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 5 May 1994 at 14:00, in front of the Court-house, Somtseu Road, Durban:

Description:

A unit consisting of:

(a) Section 14, as shown and more fully described on Sectional Plan SS227/88, in the scheme known as "Rayndell Gardens" in respect of the land and building or buildings situated at 1009 Seaview, Local Authority Area of Durban of which section the floor area, according to the said sectional plan, is ninety-nine (99) 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 ST4183/93.

Street address: Flat 14, Rayndell Gardens, 83 Wood Road, Durban.

Improvements: A sectional title single storey flat consisting of two bedrooms, bathroom, kitchen, dining-room, lounge and garage.

Zoning: Special Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 18% (eighteen per cent) per annum, to the bondholder, Nedcor Bank Limited (formerly 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, the Sheriff of the Magistrate's Court, Second Floor, Stafmeyer House, Beach Grove, Durban. (Tel. 305-8444.)

Dated at Durban this 8th day of March 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 9979/92

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Sivalingam Reddy**, First Execution Debtor, and **Suryaganthie Reddy**, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 16 February 1994, the property listed hereunder will be sold in execution on 6 May 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Subdivision 2 of Lot 528 of Reservoir Hills (Extension 1), situated in the City of Durban, Administrative District of Natal, in extent nine hundred and thirty (930) square metres.

Postal address: 91 Mountbatten Drive, Reservoir Hills, 4091.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A double storey brick and cordova tile dwelling with basement, garages and outbuildings consisting of lounge, dining-room, kitchen, four bedrooms, two bathrooms, shower, three w.c.'s, tower and room, entrance-hall, verandah, balconies, dressing room, prayer room, double garage, servant's room, store-room, w.c. and laundry.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 18th day of March 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/02/N012/033.)

Case 8774/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Siphamandla Douglas Cebekhulu**, First Execution Debtor, and **Bongekile Virginia Cebekhulu**, Second Execution Debtor

In pursuance of a judgment granted on 3 November 1992, 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, 6 May 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

Description: Ownership Unit 168, in the Township of Ohlange, District of Ohlange, in extent 370 (three hundred and seventy) square metres, represented and described on General Plan SG 2271/1987, held under Deed of Grant G9416/88.

Street address: Unit 168, Ohlange, Ohlange.

Improvements: A block under tile dwelling consisting of two bedrooms, lounge, kitchen and toilet outside and no bathroom, no 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 centum) 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 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 Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam. [Tel. Mrs R. Chetty (0322) 33-1037.]

Dated at Durban this 1st day of March 1994.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

Case 65612/93

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

In the matter between **Belor Body Corporate**, Plaintiff, and **Phillip John Parkhouse**, Defendant

In pursuance of a judgment granted on 9 November 1993, in the above Honourable Court, and a warrant of execution, on Tuesday, 10 May 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A unit consisting of:

(a) Section 2 as shown and more fully described on Sectional Plan SS 206/92 in the scheme known as Belor in respect of the land and building or buildings, situated at Durban of which section the floor area according to the said sectional plan is eighty-nine (89) 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.

Postal address: Flat 2, Belor, 35 Percy Osborne Road, Durban.

Improvements (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Flat consisting of two bedrooms built-in cupboards, toilet, bath/washbasin, lounge, kitchen built-in units and open air parking.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser (other than the Plaintiff) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale and the balance against transfer is to be secured by a bank or building society guarantee and to be furnished to the Sheriff within 21 (twenty-one) days after the sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff, and interested parties are asked to contact the Plaintiff who may be prepared to grant facilities to an approved purchaser.

Dated at Durban this 28th day of March 1994.

J. H. Hawkey, for Jack Hawkey, Plaintiff's Attorneys, 800 Victoria Maine, 71 Victoria Embankment; P.O. Box 4925, Durban. (Tel. 301-8733) (Fax. 301-8736) (Dx. 100, Durban) (Ref. JHH/gv/04/R.001/489.)

Saak 5504/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Limited**, Eksekusieskuldeiser, en **Mphiwa Gabriel Mbatha**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie teen onroerende goed gedateer 18 Januarie 1993, word die ondervermelde eiendom op 20 April 1994 om 10:00, voor die Landdroshof, Newcastle, geregtelik verkoop, naamlik:

Sekere Perseel A3788, Osizweni-dorpsgebied, Newcastle distrik.

Die eiendom is verbeter, maar niks word gewaarborg nie. Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, te Yorkweg 36, Newcastle, en is onder andere die volgende:

- (1) Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
- (2) Die eiendom word voetstoots en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle hierdie 15de dag van Maart 1994.

Hopkins & Southey, Prokureurs vir Eiser, Bo Grond Vloer 12, SA Perm Arcade, Scottstraat 58, Newcastle.

Case 5504/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Mphiwa Gabriel Mbatha**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a writ of execution, dated 18 January 1993, the undermentioned property will be sold in execution on 20 April 1994 at 10:00, at the front entrance of the Magistrate's Court Newcastle, namely:

A certain Site 3788, Unit A, Osizweni Township, District of Madadeni.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

The conditions are mainly the following:

1. The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.
2. The property is sold voetstoots and subject to the conditions of the deed of grant.

Dated at Newcastle this 15th day of March 1994.

Hopkins & Southey, Attorneys for Plaintiff, Suite 12, SA Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

Case 4379/93

IN THE SUPREME COURT OF SOUTH AFRICA (Durban and Coast Local Division)

In the matter between **The African Bank Limited**, Plaintiff, and **Theminkosi Sipho Linda**, Defendant

In terms of a judgment of the above Honourable Court dated 2-August 1993, a sale in execution will be held on Friday, 6 May 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

Ownership Unit 319, in extent 260 (two hundred and sixty) square metres, situate in the Township of kwaMashu D, District Ntuzuma and represented and described on General Plan BA75/1978, held under Deed of Grant 1445/186 endorsed by Deed of Transfer T514/86.

Subject to the conditions of Deed of Transfer as endorsed by Deed of Transfer, physical address: D319, kwaMashu Township.

The following information is furnished but not guaranteed:

Brick under tile house with lights and water consisting of garage, lounge with dining-room, three bedrooms, kitchen, toilet, bathroom and outbuildings with room. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

Zoning (the assurance hereof is not guaranteed): Special residential.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Supreme Court, Inanda Area 1, Verulam.

Dated at Durban this 28th day of March 1994.

Strauss Daly Inc., Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs Johnson/M13474/ps.)

Case 3603/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Anil Singh**, First Defendant, and **Saraswathy Singh**, Second Defendant

In pursuance of a judgment granted on 4 February 1994, in the Court of the Magistrate, Durban and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 6 May 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 680, Caneside, situate in the City of Durban, Administrative District of Natal, in extent 300 square metres, address 43 Spurside Road, Sunford, Phoenix.

Improvements: Block under tile dwelling with face brick frontage. *Downstairs:* Double garage. *Upstairs:* Three bedrooms, bedroom with en-suite, TV-room, lounge, dining-room, kitchen, bathroom and toilet and balcony—water and lights facilities.

Town-planning zoning: Special residential.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

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

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011505.)

Case 8213/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Douglas Gordon Bell N.O.**, Plaintiff, and **Dendell (Proprietary) Limited**, First Defendant, and **Trustcott John Henry Peycke**, Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division) dated 3 February 1994 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 6 May 1994 at 10:00, at the front entrance of the Supreme Court, Masonic Grove, Durban, to the highest bidder:

Property description: Subdivision 17 (of 14 of Lot 854), Duikerfontein, situated in the City of Durban, Administrative District of Natal, measuring 1 012 (one thousand and twelve) square metres.

Improvements: A single storey building of mild steel portal framed structure, with part reinforced concrete framed structure to internal double storey offices and comprising accommodation of a factory area, rear ablutions and change rooms, internal ground floor factory offices and storage areas, first floor offices and ablutions.

Street address: 13 Lothian Road, Briardene, Durban.

Town-planning zoning: General Industrial.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale together with the auctioneer's charges.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.

4. The purchaser shall be liable for payment of interest at the rate of 16,25% (sixteen comma two five per centum) per annum on the purchase price to the Plaintiff from the date of sale to the date of registration of transfer.

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, levies, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban North, and at the offices of the Execution Creditor's attorneys.

7. Prospective purchasers are advised to inspect the property prior to the sale.

Dated at Durban on this 22nd day of March 1994.

M. Jackson, for Cox Yeats, Execution Creditor's Attorneys, 13th Floor, Victoria Maine, 71 Victoria Embankment, Durban.
(Ref. M. Jackson/17M894010.)

Case 276/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Gregory David Harington**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Wednesday, 19 March 1993 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Ladysmith, in front of the Magistrate's Court, Keate Street, Ladysmith, Natal, on Tuesday, 3 May 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 5 Poort Road, Ladysmith, Natal, namely:

Remainder of Lot 426, Ladysmith, situated in the Borough of Ladysmith, Administrative District of Natal, in extent 674 (six hundred and seventy-four) square metres.

Which property is physically situated at 1 Jones Road, Ladysmith, Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T17043/83.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a double-storey dwelling house comprising of two residential units, consisting of two lounges, dining-room, two kitchens, two pantries, five bedrooms, two bathrooms and a toilet.

There is an outbuilding consisting of a garage and a toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,75% (sixteen comma seven five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer, both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Pietermaritzburg on this the 31st day of March 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 691/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH.

In the matter between **Allied Bank**, a division of ABSA Bank Ltd, No. 86/04794/06, Plaintiff, and **Prajith Singh**, Defendant

In pursuance of a judgment granted 22 October 1992 in the Court of the Magistrate, Scottburgh, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder in front of the Magistrate's Court, Front Entrance, Scott Street, Scottburgh, on Friday, 6 May 1994 at 10:00:

Description: Lot 3, Naidoville, situated in the Development Area of Craigieburn, Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 023 (one thousand and twenty-three) square metres.

Postal address: 18 Evans Road, Naidoville Township, Umkomaas.

Improvements: Brick and tile house consisting of three bedrooms, toilet, separate bathroom, lounge, dining-room and kitchen (Novilon on kitchen floor), carpets in lounge and dining-room.

Town-planning Zone: Residential.

Nothing is guaranteed in the above respects.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder. The property is sold voetstoots and nothing in respect set out below is guaranteed.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days after the sale, to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 19% (nineteen per centum) per annum to the Execution Creditor and to the bondholder/s at a prescribed rate of interest per annum at the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer both days inclusive.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Scottburgh, 1 Saville Place, Scottburgh.

5. Payment of Value-Added Tax, which may be applicable in terms of Act 38 of 1991, shall be borne by the purchaser.

6. The purchaser agrees that there is no obligation on the seller to furnish an Electrical Installations Certificate of compliance issued under the regulation in terms of the Occupational Health and Safety Act of 1993.

The purchaser will be obliged at his own cost, to obtain such certificate as from date of occupation or registration whichever is the earlier.

Dated at Amanzimtoti on this the 5th day of April 1994.

Brogan & Olive, Plaintiff's Attorneys, Third Floor, Perm Building, Bjorseth Crescent, Amanzimtoti; c/o C. J. Moggridge, Surfers Paradise Building, Scott Street, Scottburgh. (Ref. L. F. Olive.)

Case 8259/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Abdool L. H. Rashid**, Defendant

In pursuance of a judgment granted on 9 February 1993, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 6 May 1994 at 10:00, or so soon thereafter as possible at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 985, Longcroft, situated in the City of Durban, Administrative District of Natal, in extent 302 (three hundred and two) square metres.

Postal address: 63 Turncroft Road, Unit 6, Phoenix.

Improvements: Block under asbestos, semi-detached dwelling comprising three bedrooms, lounge, kitchen, toilet, bathroom and water and lights facilities.

Town-planning zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

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 payment of interest at the rate of 20% (twenty per cent) per annum calculated and capitalized monthly in advance to the Judgment Creditor and to the bondholder/s (if any) at the applicable rate 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 affected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer dues, current rates and other necessary charges to effect transfer, upon request by the said attorneys.

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 offices of the Sheriff for the Inanda District, Area 1, Verulam, at Mount View Shopping Centre, Mount View, or at our offices at First Floor, 337 Main Road, Tongaat.

Dated at Tongaat on this 17th day of March 1994.

Krish Naidoo, Plaintiff's Attorney, First Floor, 337 Main Road, Tongaat. [Ref. Mr Rampersad/SR/S1084 (24).]; c/o Haricharan & Co., First Floor, 31 Groom Street, Verulam.

Case 84261/93

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Gordon George Scheepers**, Execution Debtor

In pursuance of judgment granted on 25 January 1994, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 5 May 1994 at 14:00, in front of the Magistrate's Court, Somsteu Road, Durban, to the highest bidder:

Description: A certain unit being:

(a) Section 18, as shown and more fully described on Sectional Plan SS2351/1982, in the scheme known as Kemden in respect of the land and building or buildings situated at Durban, Local Authority of Durban of which the floor area, according to the said sectional plan, is 91 (ninety-one) square metres in extent; and

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

Postal address: 2G Kemden, 275 Moore Road, Durban, 4001.

Improvements: Sectional title unit consisting of entrance-hall, lounge, dining-room, kitchen, two bedrooms, bathroom and toilet.

Town-planning: Zoning: Special Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff, within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 21 Stafmayer House, Beach Grove, Durban, or at our offices.

Dated at Durban this 24th day of March 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/u072/027609/Mrs Chelin.)

Case 2968/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Combined Mortgage Nominees (Pty) Limited**, Plaintiff, and **Paul Molnar**, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division), dated 10 June 1993, and a writ of attachment issued thereafter, the immovable property listed hereunder will be sold in execution on 6 May 1994 at 10:00, on the steps of the Supreme Court, Masonic Grove, Durban, to the highest bidder without reserve:

Property description: Subdivision 322 of Lot 235, Wentworth, situated in the City of Durban, Administrative District of Natal, in extent 1 758 square metres, held under Deed of Transfer T1694/92, and which property is physically situated at 11 Hime Lane, Jacobs, Durban.

Improvements: 1 000 squaremetre brick building factory with mezzanine type office accommodation consisting cloak-room, two shower cubicles, two toilets (pans), small steel urinal, two offices, reception area, spare office, kitchen, two toilets and shower (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Terms:

1. The purchaser/s shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale together with the auctioneer's charges, the balance plus interest on the purchase price calculated and capitalised monthly in advance from the date of sale to the date of registration of transfer, both days inclusive, at the rate of 14,05% (fourteen comma nul five per cent) per annum, against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, and to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of the sale.
2. The full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 28th day of March 1994.

J. H. Nicolson, Stiller & Geshen, Plaintiff's Attorneys, 11th Floor, Fedlife House, 320 Smith Street, Durban.

S. RAGAVEN AND THREE OTHERS—HAC DADA

Case N. 5260/92

In pursuance of judgment in the Magistrate's Court for the District of Durban, held at Durban, in the above-mentioned case, and by virtue of a writ of execution issued thereon, the property listed hereunder will be sold by public auction to the highest bidder by the Acting Sheriff of the Magistrate's Court, Inanda, in the front entrance to the Magistrate's Court Building, Moss Street, Durban, on Friday, 22 April at 09:00:

Description: Lot 220, La Mercy Township (Extension No. 1) situated in the Township of Tongaat and in the North Coast Regional Water Services Area Administrative District of Natal, in extent nine hundred and seventy two (972) square metres.

Physical address: 25 Jasmin Place, Tongaat.

Navanethem Pillay & Co., P.O. Box 4592, Durban. [Tel. (031) 3010825/6/7.] [Telefax (031) 307-4605.]

Case 19126/93

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

In the matter between **ABSA Trust Company Mortgagees (Proprietary) Limited**, Plaintiff, and **J.L.C. Projects CC**, First Defendant, **George Craig Rennie**, Second Defendant, **Leslie Trevor Hodnett**, Third Defendant, and **Edward Tex Reid**, Fourth Defendant

In pursuance of a judgment granted on 18 May 1993 in the Magistrate's Court for the District of Durban, held at Durban and a writ of execution issued thereunder the immovable property listed hereunder will be sold in execution on Thursday, 5 May 1994, in front of the Magistrate's Court, Somtseu Road at 14:00, to the highest bidder:

Situation: Durban.

Address of dwelling: 63 Frere Road, Durban.

Title Deed description: Section 3 as shown and more fully described on Sectional Plan No. 368/92 in the scheme known as Lorraine Anne in respect of the land and building or buildings situated in Durban of which section the floor area according to the said sectional plan is (112) one hundred and twelve square metres in extent, an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 63 Frere Road, Durban.

Improvements: Lounge, dining-room, kitchen, with bic, 3 bedrooms with bic, toilet, bath and basin and lock up garage.

Zoning: Residential.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Court's Act and the rules thereunder.
2. The purchaser shall pay a deposit of ten per centum (10%) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys to be furnished to the Messenger of the Court within fourteen (14) days after the date of sale.
3. Interest is payable on the purchase price from the date of sale to date of registration of transfer of the property both dates inclusive, at a rate equivalent to the rate payable under and in terms of the Mortgage Bond registered on the property in favour of the Execution Creditor. The method of calculating the interest will be as per the said Mortgage Bond.
4. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.
5. The property and the improvements thereon are sold voetstoots and without any warranties.
6. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Sontseu Road, Durban.

Dated at Durban this 30th day of March 1994.

B. W. Garland, for Mooney Ford & Partners, Execution Creditor's Attorneys, Seventh Floor, Permanent Building, 343 Smith Street, Durban. [BWG/pb/A.333 (1).]

Saak 715/93

IN DIE LANDDROSHOF DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **kwaZulu Finance & Investment Limited**, Eksekusieskuldeiser, en **Zodwa Dorris Nkosi**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde agbare hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 26 Februarie 1993, word die ondervermelde eiendom op 4 Mei 1994 om 10:00, voor die Landdroshof, Newcastle, geregtelik verkoop, naamlik:

Sekere Perseel D5767, Madadeni-dorpsgebied, distrik Newcastle.

Die eiendom is verbeter, maar niks word gewaarborg nie. Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

- (1) Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
- (2) Die eiendom word voetstoots en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle hierdie 28ste dag van Maart 1994.

V. R. H. Southey, vir Hopkins & Southey, Prokureurs vir Eiser, 12 Bo Grond Vloer, S.A. Perm Arcade, Scottstraat 58, Newcastle.

Case 715/93

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

In the matter between **kwaZulu Finance & Investment Corporation Limited**, Plaintiff and **Zodwa Dorris Nkosi**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 26 February 1993, the undermentioned property will be sold in execution on 4 May 1994 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Site, Unit 5767, Unit D, Madadeni Township, District of Newcastle.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 36 York Road, Newcastle.

The conditions are mainly the following:

- (1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.
- (2) The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle this 28th day of March 1994.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, SA Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

ORANJE-VRYSTAAT
ORANGE FREE STATE

Case 2466/92**IN THE SUPREME COURT OF SOUTH AFRICA**
(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Willem Christiaan Bouwer**, Identity Number 4703305051000, First Defendant, and **Maggel Maria Bouwer**, Identity Number 5008030035081, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suite, a sale with/without reserve price is to take place at the Peet Avenue entrance of the Magistrate's Court, Bloemfontein on Friday, 29 April 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Bloemfontein East, 5 Barnes Street, Bloemfontein, prior to the sale:

Plot 70, synde 'n gedeelte van die plaas Lakeview 505, geleë in die Munisipaliteit van Bloemspruit, distrik Bloemfontein, groot 4,2827 (vier komma twee agt twee sewe) hektaar, gehou kragtens Akte van Transport T111/1990, en onderworpe aan die servitude soos daarin uiteengesit.

Consisting of three bedrooms, two complete bathrooms, shower, kitchen, lounge/dining-room, with open plan bar, sink store-room and servant's room.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein. [Ref. D. A. Honiball (NS8504).]

Saak 1756/94**IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM**

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **M. Jezile**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie, gedateer 3 Maart 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 6 Mei 1994 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 18206, geleë te en bekend as Thabong 18206, Welkom, gesoneer vir woondoeleindes, groot 288 vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Toekenning van Huurpag TL2656/91.

Verbeterings: 'n Tweeslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of bewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 22ste dag van Maart 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smith-gebou, Heerenstraat 26-28, Welkom.

Saak 1755/94**IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM**

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **T. E. Moroeng**, Eksekusieskuldenaar

Ingevolg 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer, 3 Maart 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 6 Mei 1994 om 11:00, te die Tulbaghstraat-ingang, van die Landdroskantoor, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 18144, geleë te en bekend as Sunrise View 18144, Thabong, Welkom, gesoneer vir woondoeleindes, groot 248 vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Toekenning van Huurpag TL2438/89.

Verbeterings: 'n Tweeslaapkamerwoonhuis bestaande uit sitkamer, kombuis en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshoue, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 22ste dag van Maart 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26-28, Welkom.

Saak 22820/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Marthinus Daniël Oosthuizen**, Verweerder

Ingevolge 'n vonnis gedateer 11 Januarie 1994, en 'n lasbrief vir eksekusie in die Landdroshof Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 6 Mei 1994 om 10:00, te die Peetlaaningang van die Landdroshof, Bloemfontein:

Sekere Erf 11867 (uitbreiding 70), geleë in die stad en distrik, Bloemfontein, groot 975 m², gehou kragtens Transportakte T14708/1991, Japie Nesergweg 132, Uitsig, Bloemfontein.

Verbeterings: Woonhuis bestaande uit drie slaapkamers, badkamer, sitkamer, eetkamer, gesinskamer, kombuis, waskamer, bediendekamer en twee motorhuise.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshoue, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling: Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 19,25% (negentien komma twee vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 23ste dag van Maart 1994.

J. H. Conradie, p.a. Rossouw & Vennote, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property Huis, Elizabethstraat 6; Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.] (Verw. JHC/hg/GS0150.)

Saak 19467/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Regspersoon van die Anrius Skema**, Eiser, en **mej. S. P. Mei**, Verweerder

Ingevolge 'n vonnis gedateer 14 Desember 1993 en 'n lasbrief vir eksekusie in die Landdroshof Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 6 Mei 1994 om 10:00, te die Peetlaaningang van die Landdroshof, Bloemfontein:

Sekere Eenheid 1, Deeltitel Skema SS/6 Anrius, geleë in die stad en distrik Bloemfontein, ook bekend as Anrius 1, Andries Pretoriusstraat, Bloemfontein, groot 87 m², gehou kragtens Transportakte ST10041/93.

Verbeterings: Woonstel bestaande uit twee slaapkamers, badkamer, oopplan kombuis en sitkamer en motorafdak.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshoue, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,5% (vyftien komma vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 16de dag van Maart 1994.

J. H. Conradie, p.a. Rossouw & Vennote, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property Huis, Elizabethstraat 6; Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.] (Verw. JHC/fn/GE2125.)

Saak 287/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **H. J. Bam**, Eerste Eksekusieskuldenaar, en **G. D. Bam**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en lasbrief vir eksekusie gedateer 8 Maart 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 6 Mei 1994 om 11:00, te die Tulbaghstraatingang van die Landdroskantoor, Welkom:

Erf 9614, geleë te en bekend as Strandloperstraat 18, Lakeview, Welkom, gesoneer vir woondoeleindes, groot 1 000 vierkante meter, gehou kragtens Transportakte T4916/89.

Verbeterings: Drieslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis, badkamer, huishulpkamer en motorhuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma vyf-en-twintig persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom nagesien word.

Gedateer te Welkom op hierdie 23ste dag van Maart 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels en Smithgebou, Heerenstraat 26-28, Welkom.

Saak 2747/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **mej. Magda van den Berg**, Verweerder

Ingevolge 'n vonnis gedateer 2 Maart 1994, en 'n lasbrief vir eksekusie in die Landdroshof Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag 6 Mei 1994 om 10:00, te die Peetlaaningang van die Landdroshof, Bloemfontein:

Sekere Eenheid 8, Deeltitel Skema Oribi 3, beter bekend as Oribi 8, Mahemstraat, Fauna, Bloemfontein, groot 134 m², gehou kragtens Transportakte ST8231/1992, Oribi 8, Mahemstraat, Fauna, Bloemfontein.

Verbeterings: Meenthuis bestaande uit vier slaapkamers, badkamer, stort, toilet, kombuis en sit-/eetkamer.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 21ste dag van Maart 1994.

J. H. Conradie, p.a. Rossouw & Vennote, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6; Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.] (Verw. JHC/hg/GN0111.)

Saak 3094/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Future Bank Beperk**, Eiser, en **Neo Daniel Mokone**, Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 12 Maart 1993 en lasbrief tot eksekusie, sal die volgende onroerende eiendom in eksekusie verkoop word op Vrydag, 6 Mei 1994 om 10:00, deur die Balju van die Hooggeregshof, Landdroskantoor, Peetlaan-ingang, Bloemfontein, aan die persoon wat die hoogste aanbod maak, naamlik:

Verbeterings in en tot die eiendom geleë te Phahamengwoonbuurt 5150, Bloemfontein, met 'n woning daarop bestaande uit ses vertrekke.

Die volle en volledige verkoopvoorwaardes sal net voor die verkoping deur die Balju uitgelees word en lê ter insae by die kantoor van die Balju, Barnesstraat, Bloemfontein, of by die Eksekusieskuldeiser se prokureurs en kan tydens kantoorure besigtig word.

Gedateer te Bloemfontein hierdie 15de dag van Maart 1994.

L. Strating, Prokureur vir Eiser, p.a. Symington & De Kok, NBS-gebou, Elizabethstraat, Bloemfontein.

Saak 3103/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Future Bank Beperk**, Eiser, en **A. M. Lechoane**, Verweerder

Kragtens 'n uitspraak van die bogemelde agbare hof op 27 April 1994 en lasbrief tot eksekusie, sal die volgende onroerende eiendom in eksekusie verkoop word op Vrydag, 6 Mei 1994 om 10:00, deur die Balju van die Hooggeregshof, Landdroskantoor, Peetlaan-ingang, Bloemfontein, aan die persoon wat die hoogste aanbod maak, naamlik:

Reg, titel en belang in Chieff Morokaweg 4725, Rocklands, Bloemfontein, met 'n woning bestaande uit vier vertrekke.

Die volle en volledige verkoopvoorwaardes sal net voor die verkoping deur die Balju uitgelees word en lê ter insae by die kantoor van die Balju, Barnesstraat, Bloemfontein, of by die Eksekusieskuldeiser se prokureurs en kan tydens kantoorure besigtig word.

Gedateer te Bloemfontein hierdie 15de dag van Maart 1994.

L. Strating, Prokureurs vir Eiser, p.a. Symington & De Kok, NBS-gebou, Elizabethstraat, Bloemfontein.

Saak 1730/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE WITSIESHOEK

In die saak tussen **NBS Bank Beperk**, Eiser, en **S. Mosia**, Eerste Verweerder, en **M. E. Mosia**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof, Harrismith, en 'n lasbrief van eksekusie gedateer 21 Desember 1993, sal die volgende eiendom geregtelik verkoop word op 20 Mei 1993 om 09:00, voor die Landdroskantoor, Witsieshoek, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Perseel 8648A, geleë in die dorp Phuthadithjaba, distrik Witsieshoek, groot 465 (vierhonderd vyf-en-sestig) vierkante meter, soos gehou kragtens Akte van Huurpag 205/1989, soos aangedui op Algemene Plan PB419/1987, *verbeterings* (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit sitkamer, kombuis, twee slaapkamers en badkamer.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Witsieshoek.

Gedateer te Harrismith op hede die 25ste dag van Maart 1994.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Stuartstraat 51B, Posbus 22, Harrismith.

Case 6678/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Jacobus Johannes Strydom**, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 28 June 1993, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 27 May 1994 at 11:00, at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 6680, situated in Welkom, District of Welkom, measuring 1 472 square metres, held by the Defendant by virtue of Deed of Transfer T3737/1973, known as 44 Fuschia Crescent, Jim Fouche Park, Welkom.

Improvements: Residential property with entrance-hall, lounge, dining-room, study, kitchen, three bedrooms, toilet with shower, toilet, servants' quarters, laundry, two garages and toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the local government ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 7th day of April 1994.

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/UN83.)

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Andrews Adams**, First Defendant, and
Hilda Elizabeth Gloria Adams, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 3 March 1994, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 27 May 1994 at 11:00, at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 839 (Extension 6), situated in the Township of Bronville, District of Ventersburg, measuring 481 (four hundred and eighty-one) square metres, held by the Defendants by virtue of Deed of Transfer T1583/1989, known as 45 Lang Street, Bronville.

Improvements: Residential property with lounge, kitchen, three bedrooms, bathroom, toilet and carport (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the local government ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 7th day of April 1994.

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/AL669.)

Case 1145/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Henry Ham Faure Lategan** (I.D. No. 3204045006009), Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suite, a sale with/without reserve price is to take place at the Peet Avenue Entrance of the Magistrate's Court, Bloemfontein, on Friday, 29 April 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Bloemfontein East, 5 Barnes Street, Bloemfontein, prior to the sale:

Remaining extent of the farm Dieseldeane 1138, District of Bloemfontein, measuring 384,3565 (three hundred and eighty-four comma three five six five) hectares, subject to a servitude in favour of Escom to convey electricity over the said property together with ancillary rights, held by virtue of Deed of Transfer 3841/1982, subject to certain conditions contained therein.

Consisting of:

Main house: Double storey dwelling with three bedrooms and bathroom upstairs with kitchen, breakfast room, dining-room, lounge, family room, bathroom, toilet and two bedrooms downstairs. Garage for three cars and garage for one car. Three outbuildings and dairy.

Second house: Three bedrooms, bathroom, toilet/shower and kitchen.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank, building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball (NS8292), c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein.

OPENBARE VEILINGS, VERKOPE EN TENDERS PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

UBIQUE AFSLAERS

In opdrag van die Likwidateur van **Tegan Engineering (Edms.) Beperk**, handeldrywende as Tegan Haulage, sal ons die bates verkoop te Poortmanstraat, Potchefstroom, op 21 April 1994 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom. [Tel. (0148) 294-7391 of 297-3841.]

UBIQUE AFSLAERS

In opdrag van die Likwidateur van **Tegan Engineering (Edms.) Beperk**, handeldrywende as Tegan Haulage, sal ons die bates verkoop te PX Goedere Loods, Witklipstraat, Pietersburg, op 22 April 1994 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom. [Tel. (0148) 294-7391 of 297-3841.]

J G W AFSLAERS

(CK90/35316/23)

In opdrag van die Kurator van insolvente boedel **W. G. du Plessis, Meestersverwysing No. T4832/93**, word die hierna genoemde onroerende eiendom per openbare veiling aangebied vir verkoping:

Plek van veiling: Erf 657, Wilkoppies-uitbreiding 13 (bekend as Elsabestraat 3, Wilkoppies, Klerksdorp).

Datum van veiling: 4 Mei 1994 om 11:00.

Onroerende eiendom: Erf 657, Wilkoppies-uitbreiding 13, Registrasieafdeling IP, Transvaal, groot 3 023 vierkante meter.

Beskrywing van eiendom: Sitkamer, eetkamer, woonkamer, kombuis, kroeg, gastekamer met volledige badkamer, snoekerkamer, stoorkamer, vier slaapkamers met volledige badkamer, volledige badkamer met bad in vloer plus aantrek-kamer, studeerkamer, dubbelmotorhuis, buitekamer en swembad met omheining. Erf is omhein, plaveiseloprit, stoep met italiaanse teëls, sitkamer, eetkamer en woonkamer het houtmuurinsetsels, matte, kombuis het knotty pine met italiaanse teëls, steen met teëldak en dubbelverdieping.

Afslaersnota: Tuin netjies. Baie netjiese woonhuis. Naby sakesentrum, skool en kerk geleë. Goeie omgewing. Teen kopie geleë. Gesogte woonbuurt.

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. Besitrente gereken te word op die balans van koopsom teen huidige bougenootskaprente-koerse op eerste verbande.

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **G. A. Oberholzer**, sal ons die bates verkoop te ons veilingssentrum, Poortmanstraat, Potchefstroom, op 20 April 1994 om 09:00.

Terme: Kontant of bankgewaarborgde tjeks.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom. [Tel. (0148) 294-7391 of 297-3841.]

LIBRA AFSLAERS

INSOLVENTE BOEDELVEILING, TUINHUIS, ALBERANTE

In opdrag van die Gesamentlike Kurator in die insolvente boedel van **Ebenhaezer Swart, Meestersverwysing No. T4340/92**, verkoop ons die ondergenoemde tuinhuis per openbare veiling by die perseel, op Dinsdag, 19 April 1994 om 12:30:

Readingview Ranch 17, Alberante, Greystraat 3, Alberton.

Verbeterings: Tweeslaapkamerduplextuinhuis, beskik oor kombuis, badkamer, ingeboude kaste, matte en sitkamer. Netjiese tuintjie. Toesluit onderdakparkering vir twee motors.

Verkorte verkoopvoorwaardes: 20% (twintig persent) deposito van die koopprijs in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Balans van die koopprijs verseker te word by wyse van 'n bankierswaarborg binne 21 dae na datum van bekragtiging.

Besigtiging: Deur afspraak met die afslaers.

Afslaersnota: Hierdie is die area waar u graag wil woon. Netjiese kompleks. Hierdie veiling word sterk aanbeveel.

Navrae: Libra Afslaers (011) 674-2336/2595. Marita Wright.

VAN'S AFSLAERS

VEILING: LOSGOED

In opdrag van die Kurators van insolvente boedels **O. Fourie, T4972/93, G. J. Oberholzer, T2736/93, S. L. Steyn, T2086/93, H. P. G. Vorster, T4932/93 en Rusties Sekuriteitsdeure & Sonserms BK**, in likwidasie, **T4997/93**, verkoop Van's Afslers ondervermelde bates per openbare veiling, sonder reserwe, Donderdag, 21 April 1994 om 10:00, te Booysenstraat 521, Gezina, Pretoria:

Beskrywing: Ford Sierra, sleepwa, vuurwapens, meubels en toerusting, traliewerk vir vensters en deure en sonserms.

Betaling: Kontant of gewaarborgde tjeks.

Inligting: Skakel Van's Afslers (012) 335-2974.

VAN'S AFSLAERS

VEILING: NYWERHEIDSPERSEEL

In opdrag van die Likwidateur van **Glen Austin Restaurants (Edms.) Bpk.**, in likwidasie, **T4108/91**, verkoop Van's Afslers ondervermelde eiendom per openbare veiling, sonder reserwe, onderhewig aan bekragtiging:

Vrydag, 22 April 1994 om 11:00, te Hoewe 608, Glen Austin, Midrand, groot 8 565 m².

Verbeterings: Gebou bestaande uit dansvloer, eetkamer, kombuis, kroeg, toilette, koelkamers, personeelkamers, parkeerarea en swembad.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Skakel Van's Afslers (012) 335-2974.

CAHI AUCTIONEERS APPRAISERS AND STOCK LIQUIDATORS

INSOLVENT ESTATE AUCTION TWO-BEDROOMED FLAT, SMALL GARDEN, CARPORT,
PRETORIA TUINE, PRETORIA

Duly instructed by the Trustee in the insolvent estate **J. P. Janse van Vuuren, Master's Reference No. T3165/93**, we will sell Friday, 22 April 1994 at 11:00, on site, Flat 4, GRS Hof, 485 Sannie Street, Pretoria Tuine:

Two-bedroomed flat, separate w.c., bathroom, kitchen, lounge/dining-room with door onto enclosed garden and covered carport.

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.] (Ref. CK87/12616/23.)

LIBRA AFSLAERS

INSOLVENTE BOEDELVEILING: INDUSTRIËLE BESIGHEIDSPERSEEL, GEDULD, SPRINGS

In opdrag van die Kurator in die insolvente boedel van **L. M. en S. J. Luyt, Meestersverwysing No. T4402/93**, verkoop ons die ondergenoemde besigheidsperseel per openbare veiling by die perseel op Donderdag, 21 April 1994 om 12:00:

Bekend as Erf 2052, Geduld-uitbreiding, Springs, geleë te Sewende Straat 121, Geduld, Springs, voorheen bekend as Desluy Motors.

Verbeterings: Netjiese siersteen gebou met glasvertoonvensters, vertoonlokaal, werkswinkel en wasgeriewe met 'n totale oppervlakte van ongeveer 660 m². Hierdie perseel is baie goed geleë en geskik vir baie besigheidsgeleenthede. Parkeerarea voor die geboue.

Verkorte verkoopvoorwaardes: 20% (twintig persent) deposito van die koopprys in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Balans van die koopprys verseker te word by wyse van 'n bankierswaarborg binne 21 dae na datum van bekragtiging.

Besigtiging: Gedurende redelike tye. Wag aan diens.

Afslersnota: Hierdie is die gebou en area vir 'n suksesvolle besigheid. Word sterk aanbeveel.

Navrae: Libra Afslers. [Tel. (011) 674-2336.] Giel Bezuidenhout.

BOLAND BANK VEILINGS

OPENBARE VEILING VAN VOERTUIE EN MEUBELMENT

BOLAND BANK VEILINGSLOKAAL, NEDBANKSENTRUM, SILVERTON (INGANG TE BUCKLESTRAAT),
OP SATERDAG, 16 APRIL 1994 OM 10:00

Behoorlik daartoe gemagtig deur die Kurators van verskeie insolvente boedels asook andere, word die volgende per openbare veiling aangebied:

Voertuie: Nms. Insolvente boedel **I. J. van Staden, Meestersverwysing No. T3690/93**, 1990 BMW 525i, nms. insolvente boedel **P. E. Blake, Meestersverwysing No. C839/93**, 1988 Mercedes Benz 300E, nms. insolvente boedel **C. B. Bouwer, Meestersverwysing No. T5085/93**, 1991 Toyota Corolla Sprinter en 1990 Ford LDV Courier, asook die volgende:

Opel Monza GLS 1990.

Meubelment:

Vier beddens
Spieëlkasstel
Telefunken TV
National TV
M-Net dekodeerder
VHS videomasjien
Twee sitkamerstelle
Eetkamerstel
Lessenaar

Tafels
Koffietafeltjies
Stoele
Salton hittelaai
Yskas
Defy stoof
Litton macrowave
Speedqueen wasmasjien
Tuimeldroeër

Rottangstel
Olieverwarmers
Grassnyer
Hoeveelheid linne
Hoeveelheid breekware
Aantal kombuistoestelle
Gordyne
Muurversierings
en vele meer

Asook die volgende toerusting in opdrag van die Kurator van insolvente boedel **W. M. Strydom, Meestersverwysing No. T03305/93:**

Vier rekenaarmonitors, vier onvolledige rekenars en truprojektor.

Verkoopvoorwaardes: Streng kontant of per bankgewaarborgde tjek direk na afloop van die veiling.

Afslaaersnota: Die voertuie sal aangeskakel word tydens die veiling. Die meubelment is in 'n goeie toestand en waar moontlik sal toestelle aangeskakel word.

Navrae: Adriaan van den Heever en Ian Coetzee (012) 804-5105.

Afslaer: Koos van Rensburg (012) 804-2112.

Boland Bank Veilings, Posbus 912613, Silverton.

PETER WILLIAMS AUCTION SALES

DECEASED AND INSOLVENT ESTATES SALES OF 1992 TOYOTA HI-ACE SUPER 16 MINIBUS (75 000 KM), 1993 FORD MUSTANG IN AS NEW CONDITION, 1983 MAZDA 626, 1981 BEDFORD 8-TON TRUCK, HOUSEHOLD FURNITURE, SHOP FITTINGS, TV SETS, 9 CT GOLD BRACELET WITH DIAMONDS AND SAPPHIRES, ETC

Duly instructed thereto as set out hereunder, we will sell at our auction rooms, 181 Louis Trichardt Street, Mayville, Pretoria, on Wednesday, 20 April 1994 at 10:00, the undermentioned:

1. Estates late **O. H. Malangu, W. T. Wilson** and others:

1992 Toyota Hi-Ace Super 16 Minibus (75 000 km), 1983 Mazda 626, Ford Mustang in as new condition (full house).

2. Insolvent estates **Z. P. Pienaar, T2870/93, W. J. and H. M. Badenhorst, T422/93, Hair Talk CC**, in liquidation **T4150/93, Africa Da Sud Distributors CC**, in liquidation, **T5209/93, Irrigation and Landscaping Contractors CC**, in liquidation, **T4570/93, Van Zyl & Venter CC**, in liquidation, **T2148/93:**

9 carat gold bracelet with eight diamonds and eight blue sapphires, wall units, hallstand, lawnmowers, edge trimmers, VHS video with remote control, hairdressers' equipment including chairs, trolleys, hair washers, display material etc., eight supermarket trolleys, IBM computer, 1981 Bedford 8-ton truck, rotor hoe, Ferrari mechanised industrial lawnmowers, selection of lipsticks, perfumes etc., display counters and shelving, VZOR 70 7,65 mm pistol (no magazine), selection of bedroom suites, carpets, TV sets, video camera, radios, cameras, and many other items to numerous to mention.

Terms: Strictly bank-guaranteed cheques or cash.

Viewing: Two days prior to sale.

For further details contact the auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. (Tel. 335-2931/2.)

PLUS AFSLAERS

INSOLVENTE BOEDELVEILING: **J. A. MOOLMAN, MEESTERSVERWYSING No. T3940/93**

Behoorlik gemagtig deur Kurator in bogenoemde boedel verkoop ons per openbare veiling, op 19 April 1994 om 11:00: Erf 1450, Balfour.

Voorwaardes: Twintig persent (20%) van verkoopprys kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig dae van bevestiging van verkoping.

Navrae: Plus Afslaers (011) 475-5133.

PLUS AFSLAERS

INSOLVENTE BOEDELVEILING: **K. C. DEKENAH, MEESTERSVERWYSING No. T3148/93**

Behoorlik gemagtig deur Kurator in bogenoemde boedel verkoop ons per openbare veiling, op 18 April 1994 om 11:00 en 12:00:

Erf 2974 en Erf 1519, Barberton, Registrasieafdeling JU, Transvaal.

Voorwaardes: Twintig persent (20%) van verkoopprys kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig dae van bevestiging van verkoping.

Navrae: Plus Afslaers (011) 475-5133.

PLUS AFSLAERS

BESTORWE BOEDELVEILING: WYLE M. A. BEKKER, MEESTERSVERWYSING No. 18948/93

Behoorlik gemagtig deur Eksekuteur in bogenoemde boedel verkoop ons die los bates in die boedel per openbare veiling, op 16 April 1994 om 10:00, te Mimosaweg 214, Northcliff.

Voorwaardes: Streng kontant of bankgewaarborgde tjek.

Navrae: Plus Afslaers (011) 475-5133.

PLUS AFSLAERS

INSOLVENTE BOEDELVEILING: J. A. VAN NIEKERK, MEESTERSVERWYSING No. T4135/93

Behoorlik gemagtig deur Kurator in bogenoemde boedel verkoop ons per openbare veiling, op 19 April 1994 om 14:00:

Erf 421, Secunda, Registrasieafdeling IS, Transvaal.

Voorwaardes: Twintig persent (20%) van verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig dae van bevestiging van verkoping.

Navrae: Skakel ons kantore (012) 322-8330.

AUCOR (PTY) LTD

INSOLVENT ESTATE J. J. AND E. M. J. MAYER, MASTERS REFERENCE No. T1539/93

THREE-BEDROOMED RESIDENCE, AVCON PARK EXTENSION 1, VEREENIGING, ON THE SPOT 40 FLEUR STREET, AVCON PARK, ON FRIDAY, 15 APRIL 1994 AT 11:00

Duly instructed by the Trustee we are privileged to sell by public auction, Stand 615, Avcon Park Extension 1.

For further details please contact the auctioneers.

View: Day prior to auction or by appointment with the auctioneer.

Terms: 20% (twenty per cent) deposit (bank or bank-guaranteed cheque) on the fall of the hammer. The balance to be paid by guarantees acceptable to the Trustee. Bidders being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive of VAT.

Note: No cash will be accepted at the auction site, but can be deposited at the nearest First National Bank.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood, 2148. [Tel. (011) 444-5550.] [Fax. (011) 444-5551.] S.A.I.A.

AUCOR (PTY) LTD

URGENT AUCTION OF INSOLVENT ESTATES DALUCON ALUMINIUM PRODUCTS CC, REF. T4238/93 AND DISPLAY CONCEPTS CC, REF. T3700/93

TRUCKS, TIPPERS, TLB'S, LOADERS, LDV'S, CARS, CARAVANS, FORKLIFTS, 4 x 4s' TRACTORS, MOBILE COMPRESSORS, GENERATOR SETS AND MORE AT THE PREMISES IN DR SWANEPOEL ROAD, MONTANA, ON THURSDAY, 21 APRIL 1994 AT 10:30

Duly instructed by the Joint Liquidators, owners and the banks concerned, we will hereby supplement and sell the following:

Trucks: Mercedes Benz 1419 and Mercedes Benz 1417 horse with double axle trailers, Mercedes Benz 1417 with insulated body, 1981 Mazda 3 T E3000, etc.

Earthmoving equipment: CAT 931 front-end loader, Terex front-end loader, Ford H44 excavator, Case 650 TLB, 1410 Ditch Switch, etc.

Forklifts and cranes: 3 T Yale (as new), 5 T Hyster diesel, 3 T conveyancer, 20 T CNA crane, 8 T Gallion crane, 3 T Scorpions.

Trailers: 10 T drawbar flats, 10 T drawbar with sides, 3 T trailer, axle hendreds, etc.

Vehicles: 1990 Mercedes Benz 230E, 1992 Toyota Hilux 4 x 4, Audi 500E, Range Rover 4 x 4, Ford Courier, Jurgens Champion A caravan, etc.

Compressors/generators/machinery: 175 CFM and 250 CFM mobile compressors, 20 and 15 K.V.A. Deutz diesel generators, 400 Amp 4 cylinder Muller Big "D" 4, 400 Amp 3 cylinder welders, concrete mixers and industrial vacuum cleaner.

Directions: In Zambesi Road, due west turn left into Dr Swanepoel Road, at the cul-de-sac on the left (watch for posters).

View: Two days prior to auction.

Terms: A R2 000 deposit on registration (bank or bank-guaranteed cheque). The balance on the fall of the hammer by bank-guaranteed cheque.

For further details contact Aucor, Hatfield Forum East, 1077 Arcadia Street, Hatfield, Pretoria. [Tel. (012) 342-2041.] or (Tel. 342-3502/5/11.) (Fax. (012) 342-2042.)

Subject to change without prior notice.

JAAP VAN DEVENTER AFSLAERS**PUBLIEKE VEILING**

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van **E. C. Kenny**, sal die ondervermelde woonstel aangebied word op 22 April 1994 om 11:00, te die woonstel:

Woonstel bekend as Summergladewoonstelle, Eenheid 15, Middelburg, Van der Merwestraat, Clubville, Middelburg.

Verbeterings: Netjiese woonstel bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, dubbelgeriewe en dubbelmotorhuis.

Afslaaersnota: Veiligheidsomheining is om die kompleks aangebring. Baie modern en gerieflik. Volg rigtingwysers op dag van veiling.

Voorwaardes van koop: 15% (vyftien persent) deposito op datum van veiling en die balans per bank- of bougenootskap-waARBorg binne 30 (dertig) dae na datum van veiling. Rente op die uitstaande balans sal gehief word teen heersende bougenootskapkoerse.

Vir meer besonderhede kontak Hercules Campher (0132) 2-5203 (kantoorure) of 2-1170 (na-ure).

JAAP VAN DEVENTER AFSLAERS**PUBLIEKE VEILING**

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van **Kencor Trading CC**, en sal die ondervermelde los goedere aangebied word op 7 Mei 1994 om 11:00, te Olifantspoortjie, Steelpoort.

Los goedere:

Voertuie: John Deere trekker, Ford D.1 211 6-ton trok, Isuzu 4000 trok en twee Isuzu bakkies.

Kantoortoerusting: Twee rekenaars, twee faksmasjiene, vyf lessenaars, vier kasregisters en twee tikmasjiene.

Voorraad: Handskoene, gordels, stewels, passtukke, pype, reënjasse, harde hoede ens.

Afslaaersnota: Ry deur Steelpoort. Draai met Lydenburgpad regs. Plaas is 7 km verder op linkerkant. Volg rigtingwysers dag van veiling.

Voorwaardes van koop: Streng kontant of bankgewaarborgde tjek op die dag van die veiling.

Vir meer besonderhede kontak Hercules Campher (0132) 2-5203 (kantoorure) of 2-1170 (na-ure).

CONSILIOR (EDMS.) BPK.

INSOLVENTE BOEDELVEILING: SKEERPOORT PUIK KITSGRAS ONDERNEMING MET MANJEFIEKE WOONHUIS OP VRYDAG, 22 APRIL 1994 OM 11:00, OP DIE EIENDOM

In opdrag van die Kurator in die insolvente boedel van die **Small Familie Trust, Meestersverwysing T1760/93**.

Roete: Vanaf Pretoria, volg Kerkstraat in 'n westelike rigting verby Pelindaba, Broederstroom tot by T-aansluiting by Skeerpoort. Draai regs vir $\pm$ 2 km. Ingang aan linkerkant. Volg Consilior wegwysers op dag van veiling.

Eiendom: Gedeelte 46, Scheerpoort 477 JQ, Transvaal, groot 13,6317 hektaar, geleë aan die oewers van die Magalies-rivier. 12 Hektaar gevestigde kitsgras onder permanente besproeiing.

Verbeterings: Vierslaapkamerwoonhuis, ruim sit-, woon- en eetkamer. Kombuis met spens. Dubbelmotorhuis en bedien-dekamer. Netjiese gastehuis.

Besigting: Slegs per afspraak.

Voorwaardes van verkoop:

1. 15% (vyftien persent) deposito in kontant of bankgewaarborgde tjek na toeslaan van bod.
2. Waarborge vir die balans koopprys gelewer te word 30 dae na bekragtiging.
3. Die verkoop van die eiendom is onderhewig aan bekragtiging.
4. BTW eksklusief.

Navrae: Consilior (Edms.) Bpk. [Tel. (012) 348-5111.]

Na-ure: Dan van Zyl. [Tel. (012) 86-8851.]

RAND REALTY (PTY) LTD

INSOLVENT ESTATE A. N. DINKELSPIEL, MASTER'S REFERENCE No. T4160/93

UNRESERVED AUCTION OF CHARMING HOME, 8 KNOX STREET, WAVERLEY, 2 974 SQUARE METRES

Duly instructed, we shall sell the above property being Stand 330, Remaining Extent, Waverley, without reserve, subject to confirmation on Wednesday, 20 April 1994 at 11:00.

White elegance under slate, four bedrooms, two bathrooms, main-en-suite, lounge, dining-room, study, kitchen, laundry, seprate guest suite, double carport, servant's accommodation, swimming-pool, garden surrounded by large wall with security gates.

Terms: 10% (ten per cent) in cash or bank-guaranteed cheque on the fall of the hammer, balance by bank-guarantee within 60 days.

Sale takes place on the spot on Wednesday, 20 April 1994 at 11:00.

Rand Realty (Pty) Ltd, 12th Floor, XB Centre, 6 Plein Street, Johannesburg.

PROPERTY MART SALES

Duly instructed by the Trustee in the insolvent estate of **E. D. Packham, Master's Reference T4577/93**, we shall sell Erf 35, Dunkeld West, Johannesburg, situated at 214 Jan Smuts Avenue, and measuring 2 700 square metres in extent.

The improvements comprise of a large lounge, dining-room, TV/family room, kitchen with built-in cupboards and separate scullery, pantry and breakfast nook, bar, guest toilet, four bedrooms with built-in cupboards and two bathrooms (main-en-suite). The outbuildings comprise of a double lock-up garage, servants' quarters with facilities, tennis court and pool with entertainment area. The property is fully walled with security gates and has paved driveway.

Sale takes place on the spot, on Wednesday, 20 April 1994 at 11:00.

Terms: 20% (twenty per cent) deposit at the drop of the hammer in cash or bank-guaranteed cheque. Balance within 30 days from confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Estate 1963), 244 Louis Botha Avenue, First Floor, Pogir Bastion Insurance House, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. [Tel. (011) 728-1283.] [Fax. (011) 728-5215.] [After hours. (011) 793-6164.] Mr C. Mostert.

M & J VEILINGS CC**LOOSE ASSETS: IN THE INSOLVENT ESTATE A. S. W. ESTERHUIZEN**

Duly instructed thereto by the Trustee, we will sell on Thursday, 21 April 1994 at 11:00, at Plot 62, Zeekoeigat, the undermentioned loose assets:

20 Friesland cows, 450 liter stainless steel milk tank (milkrite), two ploughs, 1984 Renault R5 motorcar, 22 LR Bruno rifle, .38 special Astra revolver, Colt 45 acp pistol, Browning 12 br pump action shotgun, Ruby .22 LR revolver and 50% share in two bedroom flat namely Clifton Flats 5, Warner Beach, South Coast, Natal.

Terms: Cash or bank cheques.

For further particulars contact M & J Veilings, P.O. Box 444, Groenkloof, 0027. [Tel. (012) 346-2457.] [Fax. (012) 46-6184.]

M & J Veilings, P.O. Box 444, Groenkloof, 0027.

M & J VEILINGS CC**PLOT: IN THE INSOLVENT ESTATE S. G. AITCHISON**

Duly instructed thereto by the Trustee, we will sell on Tuesday, 19 April 1994 at 10:30, at Plot 29, Diepsloot, in extent 9,08 hectare with all improvements thereon, consisting of:

Dwelling-house 103 m², Cottage 84 m², double garage 47 m², carport 54 m², staff rooms 19 m², outside lounge 18 m², horse stables 114 m², second horse stables 114 m², fodder store 66 m² and two fitted boreholes.

Terms: 15% (fifteen per cent) deposit on day of sale and balance within 30 days.

For further particulars contact M & J Veilings, P.O. Box 444, Groenkloof, 0027. [Tel. (012) 346-2457.] [Fax. (012) 46-6184.]

M & J Veilings, P.O. Box 444, Groenkloof, 0027.

VERED AUCTIONEERS**INSOLVENT ESTATE F. H. J. KINGMA, MASTER'S REFERENCE T125/94**

Instructed by the Trustee in the above matter, we will sell by public auction on Thursday, 19 May 1994, the following properties:

(a) Erf 3756, Weltevreden Park Extension 45, being 1 029 Firethorn Avenue, a modern six-roomed home.

Time of sale: 10:00.

(b) Erf 3815, Weltevreden Park Extension 45, being 12 Kroton Street South. A modern six-roomed home.

Time of sale: 11:00.

(c) Erf 608, Constantia Kloof Extension 4, being 184 Panorama Drive. A modern six-roomed home.

Time of sale: 12:00.

(d) 126 Vrededorp, being 27 Fifth Street, Vrededorp.

Time of sale: 14:30.

Note all the properties will be sold on 19 May 1994.

Conditions all the properties will be sold to the highest accepted bidder, subject to conformation by the Trustee.

Terms: 15% (fifteen per cent) deposit immediately. The balance by approved guarantees within 30 days.

The properties can be viewed by arrangement with the auctioneer.

For further information and to view, please phone the Auctioneers Vered. (Tel. (011) 646-5432.) [Fax. (011) 486-1618.]

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

GIANTS AUCTIONEERS**SECUNDA**

Duly instructed by the Trustee in the estate **M. S. Worst, Master's Reference No. T3694/93**, we shall sell a neat, well kept home situated on Stand 4425, and known as 12 Wolwespruit Street, Section 17, Secunda Extension 9, on Friday, 22 April 1994 at 10:30.

Subject to confirmation within 14 days.

A three-bedroomed home constructed in brick and plaster under tiles and offering lounge, dining-room, melamine kitchen, one and a half bathrooms, lock-up garage, carport, staff quarters and walled on two sides.

Viewing: Monday, 18 April to Thursday, 21 April, 14:00 to 17:00.

Terms: A 15% (fifteen per cent) deposit on the fall of the hammer. Balance by way of bank or building society guarantees within 30 days.

Information: Kindly call Giants Auctioneers. [Tel. (011) 894-8261.] [Fax. (011) 894-5219.]. Speak to Ben or Linda.

OMNILAND AFSLAERS**INSOLVENTE BOEDELVEILING: NELSPRUIT****PIUK VIERSLAAPKAMERWOONHUIS MET WOONSTEL EN SWEMBAD**

Gedeelte 5 van Erf 599, West Acres-uitbreiding 6, groot 1 203 m², Donderdag, 21 April 1994 om 11:00, op die perseel Orangestraat 15, West Acres-uitbreiding 6.

Woonhuis: Vier slaapkamers, twee vol badkamers (hes), sitkamer, eetkamer, TV-kamer, oopplan kombuis en binnetuin.

Woonstel: Slaapkamer, badkamer, sitkamer, kombuis en werkskamer.

Buitegeboue: Enkel garage en motorafdak. Swembad met lapa in omheinde erf.

Afslaersnota: 'n Uitstekende geleentheid om hierdie spog woonhuis in die gesogde westelike voorstede te bekom.

Besigtiging: Per afspraak. Kontak die afslaers.

Betaalvoorwaardes: 20% (twintig persent) deposito per gewaarborgde tjek. Sewe dae bekragtigting. Balans per waarborg binne 30 dae.

Navrae: Omniland Afslaers. [Tel. (012) 324-1137.] Na-ure [Tel. (012) 83-3358.]

Opdraggewer: Die Trustee, insolvente boedel **H. J. van Bosch, Meestersverwysing T3671/93**.

BID-A-BID AUCTIONEERS

Duly instructed by the Trustee of insolvent estate **J. Jenkins, Master's Reference T4076/92**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Wednesday, 20 April 1994 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS

Duly instructed by the Trustee of insolvent estate **G. S. Bruton**, trading as Ton Motor Spares, **Master's Reference T4578/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, On Wednesday, 20 April 1994 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS

Duly instructed by the Trustee of insolvent estate **C. Botha, Master's Reference T579/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Wednesday, 20 April 1994 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS

Duly instructed by the Liquidator of **Life Properties and Investments CC, Master's Reference T5176/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Wednesday, 20 April 1994 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS

Duly instructed by the Liquidator of **RFM Electronics CC, Master's Reference T4088/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Wednesday, 20 April 1994 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS

Duly instructed by the Liquidator of **Phonecor (Pty) Ltd, Master's Reference T2546/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Wednesday, 20 April 1994 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS

Duly instructed by the Trustee of insolvent state **R. and S. M. Keizer, Master's Reference T3627/92**, we will sell certain Erf 508, Sundowner Extension 7, at the Stand 41, Tourmaline Road, Sundowner Extension 7, on Thursday, 21 April 1994 at 11:00.

Terms: 20% (twenty per cent) deposit by cash or bank-guaranteed cheque immediately and the balance within 30 days of confirmation.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS

Duly instructed by the Liquidator of **Harmen Financial Services CC, Master's Reference T4424/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Wednesday, 20 April 1994 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS

Duly instructed by the Liquidator of **Tailor Made Kitchens CC, Master's Reference T522/94**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Wednesday, 20 April 1994 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS

Duly instructed by the Liquidator of **NIC Engineering (Pty) Ltd, Master's Reference T271/94**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Wednesday, 20 April 1994 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS

Duly instructed by the Trustees of insolvent estate **E. B. Kriel, Master's Reference T3620/92**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Wednesday, 20 April 1994 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS

Duly instructed by the Trustee of insolvent estate **P. J. C. and G. Wheeler, Master's Reference T1531/91**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Wednesday, 20 April 1994 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS

Duly instructed by the Trustee of insolvent estate **T. J. Webb, Master's Reference T4668/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Wednesday, 20 April 1994 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS

Duly instructed by the Trustee of insolvent estate **H. J. Thorburn, Master's Reference T4603/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Wednesday, 20 April 1994 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS

Duly instructed by the Trustee of insolvent estate **B. P. du Plessis, Master's Reference T397/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Wednesday, 20 April 1994 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS

Duly instructed by the Trustee of insolvent estate **B. L. Cohen, Master's Reference T4449/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Wednesday, 20 April 1994 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS

Duly instructed by the Trustee of insolvent estate **A. R. Bezuidenhout, Master's Reference T4474/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Wednesday, 20 April 1994 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS

Duly instructed by the Trustee of insolvent estate **P. R. Zidel, Master's Reference T4113/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Wednesday, 20 April 1994 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS

Duly instructed by the Trustee of insolvent estate **D. A. Venter, Master's Reference T60/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Wednesday, 20 April 1994 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE S. J. AND M. M. VERMEULEN, MASTER'S REFERENCE No. T5038/93

Duly instructed by the Trustee in the above-mentioned joint insolvent estate, we will sell by public auction, on site at 104 Kingfisher Avenue, Elspark, District of Germiston, Transvaal, on Monday, 18 April 1994 at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE A. J. WATT, MASTER'S REFERENCE No. T5194/93

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Plot 30, 10 Maple Road, Mapleton, District of Boksburg, Transvaal, on Wednesday, 20 April 1994 at 12:30, a smallholding.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS

SHACKMAN BROTHERS (PTY) LTD, IN LIQUIDATION, MASTER'S REFERENCE No. T4338/92

Duly instructed by the Liquidator in the above-mentioned estate, we will sell by public auction, on site at Nefd Street, Roodepoort Central, District of Roodepoort, Transvaal, on Tuesday, 19 April 1994 at 10:30, a vacant stand.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE D. C. WILKINSON, MASTER'S REFERENCE No. T241/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Unit 6, Gloucetster Court, Knights Avenue, Windsor West, District of Randburg, Transvaal, on Tuesday, 19 April 1994 at 12:30, a one-bedroomed apartment.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE C. KAPLAN, MASTER'S REFERENCE No. T615/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 20 Dorothy Street, Norwood, District of Johannesburg, Transvaal, on Wednesday, 20 April 1994 at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE E. M. STRYDOM, MASTER'S REFERENCE No. T5029/93

Duly instructed by the Trustee in the above-mentioned insolvent state, we will sell by public auction, on site at 27 Suikerbekkie Street, Birchacres, District of Kempton Park, Transvaal, on Wednesday, 20 April 1994 at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS

JACANGA HOMES (PTY) LTD, IN LIQUIDATION, MASTER'S REFERENCE No. T5028/93

Duly instructed by the Trustee in the above-mentioned matter, we will sell by public auction, on site at corner of Progress Road and Elm Street, Groblerspark Extension 36, District of Roodepoort, Transvaal, on Monday, 18 April 1994, commencing at 10:30, 25 vacant stands.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

ADENDORFF AUCTIONEERS (PTY) LTD

MOTOR VEHICLES, PRESS BRAKES, PLATE ROLLS, WELDERS, GRINDERS, POWERPACKS, METAL CUTTING BANDSAWS, OFFICE FURNITURE, SCRAP, ETC.

Pentagon Products (Pty) Ltd, in liquidation, **Master's Reference T521/94**, on Thursday, 21 April 1994 at 10:00, Chamdore, Krugersdorp.

Terms: Cash or bank certified cheque on day of sale. A R500 deposit (refundable) is required on registration.

Viewing: Day prior to sale from 08:30 to 16:30.

For further particulars contact the auctioneers: Adendorff Auctioneers (Pty) Ltd, 152 Rosettenville Road, Springfield, Johannesburg. [Tel. (011) 683-8360/1/2/3.] [Fax. (011) 683-8114.]

KAAP • CAPE**VEILING**

Behoorlik daartoe gemagtig deur die Balju van die Landdroshof, PE Suid, Port Elizabeth, sal die ondergemelde vaste eiendom per openbare veiling te koop aangebied word, naamlik:

Datum: Vrydag, 6 Mei 1994.

Tyd: 14:15.

Plek: Nuwe Geregshowe, Noordeinde, Port Elizabeth.

Erf: Gedeelte 116 (gedeelte van Gedeelte 33), van die plaas Chelsea 25, afdeling Port Elizabeth, groot 1 8097 hektaar, gehou kragtens Transportakte T8997/91.

Beskrywing van eiendom: Gedeelte 116 (gedeelte van Gedeelte 33), van die plaas Chelsea 25, afdeling Port Elizabeth, groot 1 8097 hektaar, gehou kragtens Transportakte T8997/91.

Terme: Kontant of gewaarborgde tjeks by veiling of by uitsondering gereël met afslaer.

Navrae: Die Balju van die Landdroshof, PE Suid, Posbus 3212, Port Elizabeth. [Tel. (041) 54-2734/54-2781.]

Afslaers: Die Balju van die Landdroshof, Port Elizabeth Suid.

NOORD-KAAP LEWENDEHAW**LIKWIDASIEVEILING VAN HOENDERPLAAS: POULCO (EDMS.) BEPERK, IN LIKWIDASIE**

In opdrag van die likwidadeurs J. W. Wilmans, p.a. Elliott, Maris, Wilmans & Hay, Grondvloer, Cheapside, Kimberley, en H. P. A. Venter, p.a. Duncan & Rothman, Derde Verdieping, Permanentegebou, Jonesstraat, Kimberley, sal die ondergemelde bates verkoop word per publieke veiling op Vrydag, 22 April 1994 om 10:00, te die plaas Sanctuary.

Aanwysing: Ry suid met Lughawepad, verby 1-Onderhoudseenheid tot by Jack Hindon Offisiersmenasie, draai regs met Magersfonteinpad, ry $\pm$ 300 m, draai regs en volg aanwysings.

Onroerende eiendom: Die plaas Sanctuary 125, geleë in die afdeling Kimberley, groot 82,3167 hektaar.

Verbeterings: 4 $\times$ 38 meter $\times$ 12 meter hoenderhokke met selfvoerders en drinkbakke, 4 $\times$ 10 meter $\times$ 14 meter kuikenhokke, 5 $\times$ 10 meter $\times$ 4 meter hoenderhokke (onvolledig), volledig toegeruste hoender abattoir, drieslaapkamerwoonhuis met swembad, buitegeboue, Aga-stoof, twee rondawels en besproeiingsmoederlyn.

Roerende bates: David Brown trekker, Avery skaal, ses staaltafels, twee wrappers, elektriese skaal, plastiesesak sealer, vlekvrystaal wasbak, vlekvrystaal steriliseerder, twee verkoelers, porsiesag, twee koelkamers, papierrolhouer, trollie, ses besproeiingspype, mobiele elektriese waterpomp, waterkar, hoeveelheid skroot, 3-fase elektriese sweismasjien, waterspit welder, grinder, werksbankrak, twee skale, nege watertenks, 2-wiel sleepwa, 4-wiel sleepwa, Hyno vragmotor, aartappel-operterdisk Tiller, vragmotortralies, 33 hoenderkrate, Massey Ferguson 35 (onklaar), 3-ton Isuzu LAW (onklaar), koelkamer (buite werking), damskrop en geïsoleerde bak vir vragmotor.

Terme: Roerende bates: Voetstoots teen kontant of gewaarborgde tjek.

Onroerende eiendom: 10% (tien persent) op die dag van die veiling en die balans by registrasie van oordrag.

Verkoopvoorwaardes: Die verkoopvoorwaardes is ter insae by die afslaers en likwidadeurs en sal die bates eers as 'n lopende saak aangebied word waarna dit in oorleg met die likwidadeurs afsonderlik aangebied sal word.

Afslaers: Noord-Kaap Lewendehawe, Georgestraat 19, Kimberley.

Navrae: Frikkie Bothma. (Tel. (0531) 2-6241.)

NATAL

INSOLVENCY SALE

INSOLVENT ESTATE J. I. VAN LOGGERENBERG, MASTER'S REFERENCE No. N409/93

The following immovable property will be sold by public auction on 20 April 1994 at 11:00, at 106 Park Street, Vryheid:

Subdivision 7 of Erf 334, Vryheid, situated in the Borough of Vryheid, Administrative District of Vryheid, in extent 1 665 (one thousand six hundred and sixty-five) square metres.

Auctioneer: J. M. Potgieter, 153 Landdrost Street, Vryheid, 3100. [Tel. (0381) 6122/3.]

ZULULAND AUCTIONEERS**INSOLVENSIE VEILING**

In opdrag van die Kurator in die insolvente boedel van **H. J. en D. R. Nel, Meestersverwysing N716/93**, sal ek verkoop te McCullumstraat 11, Mtunzini, die volgende goedere:

Quantity description: Lot 10, situated in the Township of Mtunzini, Administrative District of Natal, measuring 404 m.

Two one-bedroomed flats and two two-bedroomed flats.

Zululand Auctioneers, 107 TML-huis, Unionstraat; Posbus 1331, Empangeni. [Tel. (0351) 92-4082.]

ZULULAND AUCTIONEERS**INSOLVENSIE VEILING**

In opdrag van die Kurator in die insolvente boedel van **H. J. en D. R. Nel, Meestersverwysing N716/93**, sal ek verkoop te Old Renckensgebou, Old Sugar Mill, Empangeni, die volgende goedere:

Quantity description: Table and five chairs, sewing machine, lounge suite (six piece), kaaat sideboard, Philips colour TV, bookcase, coffee table, two chest of drawers, white dressing table and stool, ariston fridge, Defy tumble dryer, scrap deep freeze, dressing table, three fish grates, work bench, two steel shelves, five old tyre casings and wolf lawnmower.

Zululand Auctioneers, 107 TML-huis, Unionstraat; Posbus 1331, Empangeni. [Tel. (0351) 92-4082.]

INHOUDSOPGAWE

WETLIKE KENNISGEWINGS

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Important

Please acquaint yourself thoroughly with the

“Conditions for Publication”

*of legal notices in the Government Gazette, as
well as the new tariffs in connection therewith*

***See List of Fixed Tariff Rates and Conditions on
front inner pages***