

REPUBLIEK
VAN
SUID-AFRIKA



REPUBLIC
OF
SOUTH AFRICA

Staatskoerant Government Gazette

Vol. 346

PRETORIA, 22 APRIL 1994

No. 15638

***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

<i>Gestandaardiseerde kennisgewings</i>	<i>Tarief per plasing R</i>
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, toe- gevoeg 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
<i>Nie-gestandaardiseerde kennisgewings</i>	
DRANKLISENSIE-KENNISGEWINGS in buitengewone <i>Staatskoerant</i> :	
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
MAATSKAPPYKENNISGEWINGS:	
Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasies, 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 likwidasies	200,30
ORDERS VAN DIE HOF:	
Voorlopige en finale likwidasies 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 be vele <i>nisi</i>	200,30
Verlenging van keerdatum	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 kansellasies sal die terugbetaling van die koste van 'n kennisgewing oorweeg word slegs as die opdrag om te kanselleer op of voor die vasgestelde sluitingstyd soos in paragraaf 1 hierbo aangedui, ontvang is.

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

AANSPREEKLIKHEID VAN ADVERTEERDER

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

LIABILITY OF ADVERTISER

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

KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

COPY

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

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

- (1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

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

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

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

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

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

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

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

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

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

before publication.

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

The following stamps are not acceptable:

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

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

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

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

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

BEWYS VAN PUBLIKASIE

15. Eksemplare van die *Staatskoerant* wat nodig mag wees ter bewys van publikasie van 'n kennisgewing kan teen die heersende 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 4414/93

PH 139

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Eastern Province Building Society**, Eiser, en **Erf 3/85 Kelvin CC**, Eerste Verweerder, en **Makenna, S.**, Tweede Verweerder

Ter uitwinning van 'n Vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word ten kantore van die Balju, te 2 Northview, Richardsrylaan 45, Halfweghuis, Midrand, 11 Mei 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, voor die verkoping ter insae sal lê:

Gedeelte 3 van Erf 85, Kelvin-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 2 368 vierkante meter geleë te Louiseway 43, Kelvin.

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

Woonhuis met gewone buitegeboue.

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

Vendukoste betaalbaar op die dag van verkoping, sal as volg bereken word:

5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooie R100 (eenhonderd rand).

Schwellnus Spies Haasbroek Ing., Eiser se Prokureur, Posbus 1115, Randburg, 2125. (Tel. 88-61800.) (Verw. Mnr. Haasbroek E193.)

Saak 2531/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Saambou Bank Beperk**, Eiser en **George Tladi Phakwe**, en **Baholo Rebecca Phakwe**, Verweerders

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore te Campionweg 25, Orkney, in eksekusie verkoop op 6 Mei 1994, om 09:00:

Erf 4699, geleë in die dorp Kanana-uitbreiding 3, Registrasieafdeling IP, Transvaal, groot 235 (tweehonderd vyf-en-dertig) vierkante meter, gehou kragtens Akte van Transport TL53002/90, bestaande uit drie slaapkamers, sitkamer, badkamer met toilet en kombuis met opwas.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Campionweg 25, Orkney, en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% (tien persent) van die koopprys onmiddellik in kontant betaalbaar is.

2. Die balans koopprys met rente daarop teen 17,25% (sewentien komma twee vyf persent) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 31ste dag van Maart 1994.

D. J. Lindemann, Erasmus Jooste, Eiser se Prokureurs, Joostegebou, Siddlestraat 49, Klerksdorp. [Tel. (018) 464-1321.] (Verw. Lindemann/Stoltz.)

Saak 5982/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Perm 'N Afdeling van Nedcor Bank Beperk**, Eksekusieskuldeiser, en **CBM & BC Lupke**, Eksekusieskuldenaars

Ingevolge 'n vonnis toegestaan in die Landroshof van Middelburg, en 'n lasbrief vir eksekusie gedateer 2 Desember 1993, sal die vaste eiendom hieronder genoem, in eksekusie verkoop word op 13 Mei 1994 om 10:30, voor die adres van die eiendom te Industriastraat 13, Middelburg, Transvaal:

Gedeelte 13 van Erf 4001, geleë in die dorp Middelburg-uitbreiding 12, Registrasieafdeling JS, Transvaal, groot 565 (vyfhonderd vyf-en-sestig) vierkante meter gehou kragtens Akte van Transport T62779/93.

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

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

Geteken te Middelburg op die 8ste dag van April 1994.

E. Taljaard, vir Brandmuler-Taljaard, Joubertstraat 22, Middelburg, 1050.

Case 12922/92
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Groenewald, Etienne**, First Execution Debtor, and **Groenewald, Surita**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 20 May 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erf 1034, situated in the Township of Florida Park Extension 2, Registration Division IQ, Transvaal, being 2 Clemmow Drive, Florida Park Extension 2, Roodepoort, 1709, measuring 996 (nine hundred and ninety-six) square metres.

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

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

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

Dated at Johannesburg this 7th day of April 1994.

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

Case 5575/94
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 **Drobesch, Adolf Bernd**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Randburg, on 17 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain Portion 4 of Erf 422, situated in the Township of Johannesburg North, Registration Division IQ, Transvaal, being 266 Pritchard Street, Johannesburg North, District of Randburg, measuring 1 278 (one thousand two hundred and seventy-eight) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached double storey brick built residence with thatch roof, comprising kitchen, lounge/dining-room, family room, study, laundry, separate toilet, two bedrooms, bathroom with outbuildings with similar construction comprising of garage, toilet and swimming-pool.

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

Auctioneer's charges, payable on the day of 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 7th day of April 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/D.304.)

**Case 3076/94
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 **Irvine, Douglas Graham**, First Execution Debtor, and **Irvine, Gwenddolen Hughes**, 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, Germiston, on 19 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, Germiston, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain Erf 181, situated in the Township of St Andrews Extension 10, Registration Division IR, Transvaal, being 11 Willow Crescent, St Andrews Extension 10, Bedfordview, measuring 1 690 (one thousand six 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, entrance-hall, family room, separate toilet, dressing-room, four bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, servant's room, toilet, shower, 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 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 7th 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/bt/l.13.)

**Case 4757/93
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 **Nkosi, Thembinkosi Elvis**, 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 20 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 373, situated in the Township of Vosloorus Extension 5, Registration Division IR, Transvaal, being 373 Mopupudu Street, Vosloorus Extension 5, Boksburg, measuring 280 (two hundred and eighty) square metres.

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

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

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

Dated at Johannesburg this 29th day of March 1994.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/n161.)

Case 33411/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mngoma, Bafana**, First Execution Debtor, and **Mngoma, Khudugo Nomsa Victoria**, 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 20 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 1045, situated in the Township of Dawn Park, Registration Division IR, Transvaal, being 5 Rooibok Street, Dawn Park, Boksburg, measuring 855 (eight hundred and fifty-five) square metres.

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

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 this 8th day of April 1994.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M753.)

Case 21742/93

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

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Oliver Keith Rowse**, First Defendant, and **Keith John Rowse**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the office of the Sheriff, Halfway House/Alexandra, at Unit 2, 45 Richard Drive, Halfway House, on Wednesday, 11 May 1994 at 14:30, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Erf 809, Noordwyk Extension 2 Township, Registration Division JR, Transvaal (also known as 809 Alwyn Street, Noordwyk Extension 2, Midrand), in extent 1 052 (one thousand and fifty-two) square metres, held under Deed of Transfer 35453/91, subject to the conditions therein contained and especially subject to the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling with thatch roof consisting of lounge, family room/bar, study, kitchen, two bedrooms, bathroom/w.c., bathroom/w.c./shower, carport, servant's room with bathroom/w.c. and brick fencing.

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

Dated at Pretoria this 7th day of April 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1638/93.)

Case 2108/93

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

In the matter between **First National Bank**, Plaintiff, and **H. D. Skenjane**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 25 August 1993 and subsequent warrant of execution the Defendant's right, title and interest in and to the following property will be sold in execution on 20 May 1994 at 11:00, by the Sheriff of the Court at his premises being 439 Prince George Avenue, Brakpan, to the highest bidder:

Property: All right, title and interest in the leasehold in respect of Erf 2350, Tsakane Township, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, held by Certificate of Registered Grant of Leasehold TL22166/1989, also known as 2350 Masinga Street, Tsakane, Brakpan.

Description of the property: Semi-face brick walls under tiled roof consisting of lounge, kitchen, two bedrooms and bathroom. Diamond meshing.

Terms: Ten per centum (10%) of the purchase price and four per centum (4%) auctioneer's charges, minimum R10, in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court within fourteen (14) days from date of sale. The purchaser shall be liable to pay interest at the rate of 16,75% (sixteen comma seven five per cent) per annum from the date of sale until the date of transfer of the property to the secured creditor, namely First National Bank, in whose favour bonds are registered over the property. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Dated at Brakpan on this the 31st day of March 1994.

P. J. Cowling, for Trollip, Cowling & Janeke, P.O. Box 38, Brakpan; c/o Ivan Davies, Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, P.O. Box 16, Springs, 1560. (Tel. 812-1050/9.) (Ref. Mr Ashton/NK/DN0193.)

Case 6851/93

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

In the matter between **First National Bank**, Plaintiff, and **K. E. Mahlangu**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 18 January 1994, and subsequent warrant of execution, the Defendant's right, title and interest in and to the following property will be sold in execution on 20 May 1994 at 11:00, by the Sheriff of the Court at his premises being 439 Prince George Avenue, Brakpan, to the highest bidder:

Property: All right, title and interest in the leasehold in respect of Erf 2419, Tsakane Township, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, held by Certificate of Registered Grant of Leasehold TL46223/1988, also known as 2419 Magwaza Street, Tsakane, Brakpan.

Description of the property: Face-brick walls under tiled roof consisting of lounge, kitchen, two bedrooms and bathroom. Wire fencing.

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

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

P. J. Cowling, for Trollip, Cowling & Janeke, P.O. Box 38, Brakpan; c/o Ivan Davies, Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, P.O. Box 16, Springs, 1560. (Tel. 812-1050/9.) (Ref. Mr Ashton/NK/DN1553.)

Saak 24955/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van S.A. Beperk** (Reg. No. 62/00738/06), Eiser, en **Sergio Antonio Delalande de Matos Preto**, Identiteitsnommer 5201065800186, Eerste Verweerder, en **Maria Aletta Myrna van Niekerk**, Identiteitsnommer 6804030034085, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 20 Mei 1994 om 11:00, deur die Balju vir die Hooggeregshof, Springs, gehou te die Balju van Springs se kantore te 12de Straat 56, Springs, aan die hoogste bieder:

Erf 1055, Strubenvale-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 083 vierkante meter, gehou kragtens Akte van Transport T41216/1993.

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

Straatadres: Highstraat 3, Strubenvale, Springs.

Verbeterings: Woonhuis met sinkdak, ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, stort en toilet, twee garages, viervertrek bediendekamer met stort en toiletgeriewe, buite onthaalkamer, pomphuis, steen- en sementplaveisel, voorafvervaardigde en steen omheining.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar onmiddellik na die afloop van die verkoping en die balans moet binne 14 dae na die datum van die verkoping verseker word by wyse van 'n bank- of bouverenigingwaarborg wat betaalbaar sal wees gelyktydig met registrasie van oordrag.

Afslaerskoste: Betaalbaar deur die koper op die dag van verkoping.

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Springs, te 12de Straat 56, Springs, Transvaal.

Gedateer te Pretoria hierdie 7de dag van April 1994.

J. A. J. van Rensburg, vir Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 322-4401.) (Verw. V. Rensburg/Z9330/93/BVDM.)

Case 30951/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mphahlele, Thoko Irene**, 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 20 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 27, situated in the Township of Vosloorus Extension 2, Registration Division IQ, Transvaal, being 27 Roets Drive, Vosloorus Extension 2, Boksburg, measuring 450 (four 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, 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 this 30th day of March 1994.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M733.)

Case 905/94
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 **Mkhize, Thulani Prince**, 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 19 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, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 2372, situated in the Township of Protea Glen Extension 1, Registration Division IQ, Transvaal, being 2372 Protea Glen Extension 1, Soweto, Johannesburg, measuring 264 (two hundred and sixty-four) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, 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 this 31st day of March 1994.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/M763/avb.)

Case 15248/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mabote, Drata Moses**, 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 20 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 Site 8064, situated in the Township of Vosloorus Extension 9, Registration Division IR, Transvaal, being 8064 Vosloorus Extension 9, Boksburg, 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 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 this 31st day of March 1994.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M648.)

**Case 20571/93
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 **Mashabela, Mathethe Petrus**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Pollock Street, Randfontein, on 20 May 1994 at 14:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, Randfontein, Pollock Street, Randfontein, prior to the sale:

Certain Site 3548, situated in the Township of Mohlakeng, Registration Division IQ, Transvaal, being 3548 Mohlakeng, Randfontein, measuring 236 (two hundred and thirty-six) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with 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 the sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand), minimum charges R200 (two hundred rand).

Dated at Johannesburg this 31st day of March 1994.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M684.)

**Case 26059/91
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 **Masondo, Petros**, First Execution Debtor, and **Masondo, Glory Dudu**, 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 131 Marshall Street, Johannesburg, on 19 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, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 7129 (previously known as 234) situated in the Township of Zola Extension 1, Registration Division IQ, Transvaal, being 7129 (previously known as 234) Zola Extension 1, P.O. kwaXuma, Johannesburg, measuring 225 (two hundred and twenty-five) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms 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 this 14th day of April 1994.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M152.)

Case 28550/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Irons: Sandra**, 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 20 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 Portion 3 of Erf 560, situated in the Township of Bryanston, Registration Division IR, Transvaal, being 77 Elgin Road, Bryanston, measuring 3 965 (three thousand nine hundred and sixty-five) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge, dining-room, entrance-hall, family room/bar, scullery, pantry, separate toilet, jacuzzi, five bedrooms, two bathrooms with outbuildings with similar construction comprising of four garages, two carports, two servants' rooms, bathroom, toilet, store-room, laundry/kitchenette, 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 fourteen (14) days from the date of sale.

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

Dated at Johannesburg this 31st day of March 1994.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/l.11.)

Case 28350/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Dhlamini: Charles Thomas**, 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 20 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 8186, situated in the Township of Vosloorus Extension 9, Registration Division IR, Transvaal, being 8186 Vosloorus Extension 9, Boksburg, measuring 292 (two hundred and ninety-two) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge, 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 this 31st 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/bt/D.271.)

Case 33246/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Gobey, Russel Grenville**, First Execution Debtor, and **Ruggeri, Karen Fiona**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Germiston, on 19 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, Germiston, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain remaining extent of Portion 5 of Erf 23, situated in the Township of Klipportje Agricultural Lots, Registration Division IR, Transvaal, being 1 Sommerville Avenue, Klipportje Agricultural Lots, Germiston, measuring 1 577 (one thousand five hundred and seventy-seven) square metres.

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

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

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

Dated at Johannesburg on this 31st day of March 1994.

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

Saak 7849/93

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

In die saak tussen **Standard Bank van Suid-Afrika**, Eiser, en **Christiaan Johannes Hattingh**, Eerste Verweerder, en **Marlene Florence Hattingh**, Tweede Verweerder

Eksekusieverkoping gehou te word te die kantore van die Landdroshof, hoek van Van Staden en Klopperstraat, Rustenburg, op 6 Mei 1994 om 10:00:

Erf 96, geleë in die dorp Geelhoutpark, Rustenburg, Registrasieafdeling JQ, Transvaal, grootte 1 659 (eenduisend seshonderd nege-en-vyftig) vierkante meter, die eiendom is geleë en staan bekend as Bauhenialaan 22, Geelhoutpark, Rustenburg.

Verbeterings bestaan uit: Sitkamer, eetkamer, studeerkamer, kombuis, opwas, vier slaapkamers, naaldwerkkamer, twee badkamers, dubbelverdieping huis met 'n teëldak, twee motorhuise en swembad.

'n Substansiële bouvereniging verband kan gereël word vir die goedgekeurde koper.

Terme: 10% (tien persent) kontant op die dag van die verkoping en die balans teen oordrag wat verseker moet word deur 'n goedgekeurde waarborg wat verskaf moet word binne 21 (een-en-twintig) dae na datum van verkoping.

Die verkoopvoorwaardes kan ingesien word by die kantore van die Adjunkbalju, Rustenburg.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Pretoria; Posbus 645, Pretoria, 0001. (Ref. mnr. Hugo/pd/SB313.)

Saak 1413/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BARBERTON GEHOU TE BARBERTON

In die saak tussen **NBS Bank Beperk**, Eiser, en **Jan H. Roodt**, Eerste Verweerder, en **Gezina W. Roodt**, Tweede Verweerder

Ingevolge 'n vonnis gelewer op 3 Augustus 1993, in die Landdroshof van Barberton, en 'n lasbrief van eksekusie daarna uitgereik, word die onroerende eiendom hieronder beskryf in eksekusie verkoop op 11 Mei 1994 om 09:00, voor die Landdros-kantoor, Barberton, aan die hoogste bieder:

Beskrywing: Erf 3380, Elandstraat, Marloth Park, Gedeelte 49 van die plaas Tenbosch 162 JU, Transvaal, groot 2692 (twee ses nege twee) vierkante meter, gehou kragtens Akte van Transport T16701/89.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit siersteen woonhuis met grasdak, twee slaapkamers, kombuis/eetkamer, badkamer, buitegeboue, woonstel met alle verbeteringe.

Voorwaardes van verkoping:

Die verkoper sal verplig wees om 10% (tien persent) van die koopprijs aan die Balju, Landdroshof, in kontant te betaal onmiddellik na die verkoping plus 5% (vyf persent) afslaersfooie.

Die balans tesame met rente daarop, moet gesekureer word by wyse van 'n bank of bouvereniging betaalbaar teen registrasie van transport, welke waarborg gelewer moet word binne 7 (sewe) dae na datum van verkoop, die verkoping is voetstoots.

Die verkoopvoorwaardes kan gedurende kantoorure besigtig word by die kantoor van die Balju, Landdroshof, Shebaweg 103, Barberton.

Geteken te Barberton hierdie 28ste dag van Maart 1994.

D. L. Bester, vir Lukas Louw & Bester, Regs- en Mediesegebou, Crownstraat 63, Posbus 30, Barberton. (Verw. LB/MG/N383.)

Saak 4181/88

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Limited**, No. 86/04794/06 (Allied Bank Division), Eiser, en **C. P. P. Brand**, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantore van die Balju Landdroshof, Lochstraat 51, Meyerton, op 19 Mei 1994 om 10:00:

Sekere Gedeelte 4 van Erf 535, in die dorpsgebied Henley On Klip, Registrasieafdeling IR, Transvaal (535 Wargrave-weg), groot 4 064 vierkante meter.

Verbeterings: Sitkamer, kombuis, drie slaapkamers, twee badkamers, twee garages, afdak, swembad en teëldak.

Terme: Een tiende van die koopprys sal betaalbaar wees op die dag van die verkoping en die balans tesame met rente daarop teen die koers van 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank-/bouvereniging of ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan Balju, Landdroshof, te Meyerton, binne Veertien (14) dae vanaf datum van verkoping.

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

Gedateer te Vereeniging hierdie 31ste dag van Maart 1994.

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

Case 1061/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Albert Mampe Mabala**, Defendant

On 6 May 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain: Right of leasehold in respect of Erf 20670, Vosloorus Extension 30, Registration Division IR, Transvaal, situated at 20670 Vosloorus Extension 30, Boksburg.

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

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

2. The purchaser shall pay 10% (ten per 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 shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, rates, taxes and other charges payable to the Local Authority.

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

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

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

Dated at Boksburg on this the 31st day of March 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H10272.)

Case 682/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Charles Jan Maluleke**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 24 February 1994, the property listed hereunder will be sold in execution on Friday, 20 May 1994 at 11:00, at the Office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 18526, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, known as Lot 18526 Tsakane Extension 8, Brakpan.

The property is zoned Residential in terms of the relevant Town-planning Scheme.

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

Main building: Bricks under tiles residence comprising two bedrooms, bathroom, kitchen and lounge.

Fencing: Wire.

The material conditions of sale are:

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

(b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Court Office, 439 Prince George Avenue, Brakpan.

(c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (if applicable) and will obtain an electrical installation certificate of compliance under Act 6/1983 at his cost, if applicable.

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court and Value-Added Tax (if applicable) 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 two five per centum) per annum on the preferent creditors' claims as contemplated in Rule 43 (7) (a) of the Rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

Dated at Benoni on this the 31st day of March 1994.

H. J. Falconer, for A. E. Cook, Cook & Falconer, Execution Creditor's Attorneys, Second Floor, Perament Building, 47 Princes Avenue, P.O. Box 52, Benoni. (Ref. HJF/Miss Narrendas.)

Case 9520/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Abednego Mandla Hlatshwayo**, First Defendant, and **Sonto Virginia Hlatshwayo**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 4 October 1993, the property listed hereunder will be sold in execution on Friday, 20 May 1994 at 11:00, at the Office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 18897, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 339 (three hundred and thirty-nine) square metres, known as 18897 Tsakane Extension 8, Brakpan.

The property is zoned Residential in terms of the relevant Town-planning Scheme.

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

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

The material conditions of sale are:

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

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

(c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (if applicable) and will obtain an electrical installation certificate of compliance under Act 6/1983 at his cost, if applicable.

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

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

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

Dated at Benoni on this the 31st day of March 1994.

H. J. Falconer, for A. E. Cook, Cook & Falconer, Execution Creditor's Attorneys, Second Floor, Perament Building, 47 Princes Avenue, P.O. Box 52, Benoni. (Ref. Miss Narrendas.)

Case 5977/90

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

In the matter between **Nedcor Bank Limited**, formerly known as Nedperm Bank Limited, Plaintiff, and **Mziwandile David Mnyakeni**, First Defendant, and **Agnes Thokozile Mnyakeni**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 25 February 1994, the property listed hereunder will be sold in execution on Friday, 20 May 1994 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right title and interest in the Leasehold in respect of Erf 21618, Tsakane Extension 11 Township, Registration Division IR, Transvaal.

Measuring 250 (two hundred and fifty) square metres, known as 21618 Jabulani Street, Tsakane Extension 11, Brakpan.

The property is zoned Residential in terms of the relevant Town Planning Scheme.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: Main Building: Plaster/bricks under I.B.R. roofing residence comprising lounge, two bedrooms, bathroom, kitchen. Fencing: Diamond mesh.

The material conditions of sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Court Office, Brakpan.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value Added Tax (if applicable) and will obtain an electrical installation certificate of compliance under Act 6/1983 at his cost, if applicable.

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court and Value Added Tax (if applicable) immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 22,75% (twenty-two comma seven five per centum) per annum on the preferent creditors' claims as contemplated in Rule 43 (7) (a) of the rules of court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

Dated at Benoni on this the 31st day of March 1994.

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

Case 681/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Petrus Motloutung**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 24 February 1994, the property listed hereunder will be sold in execution on Friday, 20 May 1994 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right title and interest in the Leasehold in respect of Lot 18543, Tsakane Extension 8 Township, Registration Division IR, Transvaal.

Measuring 274 (two hundred and seventy-four) square metres, known as Lot 18543, Tsakane Extension 8, Brakpan.

The property is zoned Residential in terms of the relevant Town Planning Scheme.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: Main Building: Bricks under tiles residence comprising two bedrooms, bathroom, kitchen, lounge. Fencing: Brick.

The material conditions of sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Court Office, 439 Prince George Avenue, Brakpan.

(c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value Added Tax (if applicable) and will obtain an electrical installation certificate of compliance under Act 6/1983 at his cost, if applicable.

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court and Value Added Tax (if applicable) 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 centum) per annum on the preferent creditors' claims as contemplated in Rule 43 (7) (a) of the rules of court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

Dated at Benoni on this the 31st day of March 1994.

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

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mlungisi Patrick Nungu**, First Defendant, and **Alicia Nogolide Nungu**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and a warrant of execution dated 17 February 1994, the property listed hereunder will be sold in execution on Wednesday, 18 May 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 1575, Daveyton Township, Registration Division IR, Transvaal, measuring 339 (three hundred and thirty-nine) square metres, known as 1575 Khaku Street, Daveyton, Benoni.

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

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

Main building: Bricks under asbestos residence comprising two bedrooms, kitchen, lounge and half a bathroom.

Fencing: Wire.

Outbuildings: Three garages.

The material conditions of sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Courts Office, Benoni.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (if applicable) and will obtain an electrical installation certificate of compliance under Act No. 6 of 1983.
- (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 and Value-Added Tax (if applicable), 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 centum) per annum on the Preferent Creditor's claims as contemplated in Rule 43 (7) (a) of the Rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.
- (e) In the event of the highest bid being sufficient to satisfy the judgment debt with interest and all costs up to and including those related to the sale in execution, the property will be sold subject to any lease or other real right ranking after the Judgment Creditor's mortgage bond; otherwise the property is sold free of any such lease or other real right. If the Execution Creditor is the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation shall be exercisable only against the occupier.
- (f) Failing compliance with the provisions of the conditions of sale, the Execution Creditor shall be entitled to cancel the sale on written notice to that effect, and the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this the 30th day of March 1994.

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

Case 10918/93

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Edward Mandla Tholo**, First Defendant, and **Mirriam Thembi Maseko**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 12 October 1993, the property listed hereunder will be sold in execution on Friday, 20 May 1994 at 15:00, at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 13604, kwaThema Extension 2 Township, Registration Division IR, Transvaal, measuring 287 (two hundred and eighty-seven) square metres, known as Erf 13604, kwaThema, Extension 2 Township, Springs.

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

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

Main building: Bricks under tiles residence comprising of two bedrooms, bathroom, toilet, kitchen and lounge.

The material conditions of sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrates' Courts Office, 66 Fourth Street, Springs.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (if applicable) and will obtain an electrical installation certificate of compliance under Act No. 6 of 1983.

(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 and Value-Added Tax (if applicable) immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 18% (eighteen per centum) per annum on the Preferent Creditor's claims as contemplated in Rule 43 (7) (a) of the Rule of Court from the date of the sale to the date of payment to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

Dated at Benoni on this the 30th day of March 1994.

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

Case 5851/93

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

In the matter between **Town Council of Brakpan**, Plaintiff, and **A. Dawood**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Brakpan and writ of execution dated 12 January 1994, the property listed hereunder will be sold in execution on 13 May 1994 at 11:00, at the premises of the Sheriff of the Court, 439 Prince George Avenue, Brakpan, 1540, to the highest bidder:

Certain Erf 1875, Dalpark Extension 6, held by Deed of Transfer T46905/1991, measuring 1120 (one thousand one hundred and twenty) square metres, held by Deed of Transfer T46905/1991.

The property is defined as a residential stand, situated at 8 Imkomaas Street, Dalpark Extension 6, Brakpan.

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

Main building: Lounge, kitchen, TV-room, dining-room, main plus two bedrooms, two bathrooms, study, and two toilets.

Outbuildings: Double garage plus carport, outside building, toilet, pre-cast fence, swimming-pool and patio.

Building construction: Walls plaster and bricks plus tiled roof.

The material conditions of sale are:

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

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

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

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

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

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

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

Dated at Brakpan on this the 29th day of March 1994.

Trollip Cowling & Janeke, First Floor, Market Building, 610 Voortrekker Road, P.O. Box 38, Brakpan. (Tel. 744-3924.) (Ref. Mr Janeke.)

Case 126572/93

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 Lette Nxumalo**, Defendant

Pursuant to a Judgment of the above Honourable Court, dated 11 January 1994, and a warrant of execution dated 28 January 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 Erf 19, Glenanda Township, Registration Division IR, Transvaal, situated 12 Allen Road, Glenanda North, Johannesburg.

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

A dwelling of brick and plaster under a tiled roof consisting of a kitchen, study, lounge, dining-room, three bedrooms and two bathrooms.

Outbuildings: A pool, servant's room with a toilet and shower.

Area: 991 square metre.

Property's held: Under Deed of Transfer T37401/93.

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, Turffontein, Johannesburg.

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

R. Reichman-Israelsohn, for Israelsohn von Zwiklitz, Plaintiff's Attorneys, Hunts Corner, 20 New Street North, P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BR3771/Coll/PM/LR.)

Saak 2487/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **ESKOM Finance Company (Edms.) Beperk**, Eiser, en **L. D. Madigage**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof van Witbank, en 'n lasbrief vir eksekusie gedateer 25 Junie 1993, sal die vaste eiendom hierin genoem, in eksekusie verkoop word voor die Landdroshof, Dellvillestraat, Witbank, op Vrydag, 6 Mei 1994 om 10:00.

Erf 96, Phiristraat, KwaGuga-uitbreiding 2, Witbank, Registrasieafdeling JS, Transvaal.

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

Gedateer te Witbank op hierdie 7de dag van April 1994.

Van Heerden & Brummer (Ingelyf), Prokureurs vir Eiser, Derde Verdieping, Disagebou, Escombestraat, Privaatsak X7286, Witbank, 1035. (Verw. mev. Els/4477-52593.)

Saak 4773/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384-06), Eiser, en **A. J. Makhakhe**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 18 Augustus 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 Landdros, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 62210 in die Sebokeng-uitbreiding 17-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 375 vierkante meter.

Verbeterings: Teëldak, vloerplaatte en teëls, sitkamer, kombuis, twee slaapkamers, badkamer, toilet en betonomeining.

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 koopprijs sal betaalbaar wees as volg:

(a) 10% (tien persent) van die koopprijs 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 op hierdie 5de dag van April 1994.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031-6.) (Verw. I.30215/ip.)

Saak 7085/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384), Eiser, en **D. S Jansen van Vuuren**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 15 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: Hoewe 220, Rosahof-landbouhoewes-uitbreiding 2, Registrasieafdeling IQ, Transvaal, groot 2,1413 hektaar.

Verbeterings: Sinkdak, sitkamer, eetkamer, familiekamer, kombuis, drie slaapkamers, badkamer, toilet, buitekamer en omheining.

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 koopprijs sal betaalbaar wees as volg:

(a) 10% (tien persent) van die koopprijs in kontant op die dag van die 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 die verkoping en welke waarborg vry van kommisie 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 5de dag van April 1994.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031/6.) (Verw. I.30330/ip.)

Case 150/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Victor Mtshweni**, First Defendant, and **Simangele Esther Mtshweni**, Second Defendant

On 6 May 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 17116, Vosloorus Extension 5, Registration Division IR, Transvaal, situated at 17116 Vosloorus Extension 25, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 29th day of March 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H01044.)

Case 11980/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Salome Febe van Schalkwyk**, First Defendant

On 6 May 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain remaining extent of Erf 90, Witfield, Registration Division IR, Transvaal, situated at 56A Green Street, Witfield, Boksburg.

Improvements: Detached single storey brick residence consisting of three bedrooms, one and a half bathroom, lounge, dining-room, kitchen and outbuildings comprising garage, carport and servants' quarters.

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

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

3. The purchaser 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, Boksburg, and will be read out prior to the sale.

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs v.d. Westhuizen/C00667.)

Case 10434/93

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Stewart Zilungile Bushula**, First Defendant, and **Thabetha Blydinnah Bushula**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 12 December 1993, and a writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 18 May 1994 at 10:00, at the office of the Sheriff, Johriahof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of the Erf 1441 (formerly known as 1575), Likole Extension 1, Registration Division IR, Transvaal, situated on 1441 Thembelihle Street, Likole Extension 1, Silumaview, in the Township of Likole Extension 1, Silumaview, District of Katlehong, Alberton, measuring 330 (three hundred and thirty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey brick, plaster and paint, tiled roof, comprising lounge, dining-room, kitchen, two bedrooms, bathroom and toilet. Garage, Fencing and gate.

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, Katlehong, Alberton.

Dated at Germiston on this the 5th day of April 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg; c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Smith Street, Bedfordview. (Tel. 52-8666.) (Ref. NG7668/Mrs Kok.)

Case 687/94

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Lawrence Mahlomme Sosibo**, First Defendant, and **Joyce Futha**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 21 February 1994, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 20 May 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 969, Vosloorus Extension 2 Township, situated on 969 Ngugu Street, Vosloorus Extension 2, in the Township of Vosloorus Extension 2, District of Boksburg, measuring 330 (three hundred and thirty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Semi face bricks, cement tiled roof, lounge, dining-room, three bedrooms, bathroom, w.c. and fencing with gates.

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

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

Dated at Boksburg on this the 31st day of March 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. N00076/Mrs Kok.)

Case 7104/93

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Thomas Jiyane**, First Defendant, and **Kate George**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 23 August 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 20 May 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain all right, title and interest in the leasehold in respect of Erf 17539, Vosloorus Extension 25 Township, Registration Division IR, Transvaal, situated on 17539 Lekgatsi Crescent Vosloorus Extension 2, in the Township of Vosloorus Extension 25, District of Boksburg, measuring 293 (two hundred and ninety-three) square metres.

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

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

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

Dated at Boksburg on this the 31st day of March 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7612/Mrs Kok.)

Case 4005/93

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Matodzi Moses Kutama**, First Defendant, and **Sibongile Franscisca Kutama Kutama**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 21 June 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 20 May 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in respect of Stand 16834, Vosloorus Extension 26 Township, Registration Division IR, Transvaal, situated on Erf 16834, Vosloorus Extension 26, in the Township of Vosloorus Extension 26, District of Boksburg, measuring 308 (three hundred and eight) square metres.

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

Building built of semi face bricks, tiled roof, comprising of two bedrooms, kitchen, living-room, toilet and bathroom.

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

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

Dated at Boksburg on this the 31st day of March 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7170.)

Case 688/94

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

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

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 21 February 1994, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 20 May 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 658, Vosloorus Extension 2 Township, situated on 658 Vosloorus Extension 2, in the Township of Vosloorus Extension 2, District of Boksburg, measuring 297 (two hundred and ninety-seven) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Semi face brick, concrete tiled roof residence comprising lounge, dining-room, two bedrooms, bathroom, w.c., porch, screen wall and fencing.

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

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

Dated at Boksburg on this the 31st day of March 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. N00079/Mrs Kok.)

Case 18591/85

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **First Consolidated Leasing and Finance Corporation Limited**, Plaintiff and **Willem Johannes Fourie**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff of the Supreme Court, Pretoria East, at 142 Struben Street, Pretoria, on Wednesday, 18 May 1994 at 10:00, of the undermentioned property of the Defendant subject to the conditions of sale which can be inspected at the offices of the Sheriff, Pretoria East, at the aforementioned address and which will be read out prior to the sale:

Erf 304, Murrayfield Extension 1 Township, Registration Division IR, Transvaal, measuring 2 263 (two thousand two hundred and sixty-three) square metres, held by virtue of Deed of Transfer T44719/1982, known as 216 Althea Avenue, Murrayfield Extension 1, Pretoria.

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

A dwelling consisting of lounge, dining-room, study, TV/family room, kitchen, three bedrooms, two bathrooms, separate toilet, separate shower, two garages, servants' quarters and a swimming-pool.

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

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

Dated at Pretoria on this the 6th day of April 1994.

D. Frances, for Hack, Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref: D. Frances/JD HA1998(S).]

13345/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Plastomark (Pty) Limited**, Plaintiff, and **Blow Plastics (Pty) Limited**, First Defendant, **Johannes Cronje**, Second Defendant, **Louis Cronje**, Third Defendant, and **Koenraad Johan van der Westhuizen**, Fourth Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) dated 24 August 1993 in the above matter, a sale by public auction will be held on 13 May 1994 at 11:00, upon conditions which may be inspected at the offices of the Sheriff, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), and which conditions will be read by him before the sale of the following property owned by the Fourth Defendant, with a reserve price of R38 000 (thirty-eight thousand rand) together with interest thereon at the rate of 18,5 (eighteen comma five per centum) per annum on the aforementioned amount.

Description: Erf 343, Montanapark Extension 1 Township, Registration Division JR, Transvaal, at 989 Weaver Street, Montanapark Extension 1, Pretoria, measuring 1 194 square metres, held by the Defendant in terms of a Deed of Transfer B38696/1993.

The above is a partially completed brick building.

Terms: 10% (ten per centum) of the purchase price in cash immediately after the sale, the balance plus interest against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorney, to be furnished to the Sheriff within 30 (thirty) days after date of sale.

Dated at Pretoria this 30th day of March 1994.

Mendel Cohen & Partners Inc., Plaintiff's Attorneys, Third Floor, Permanent Building, Pretorius Street, Pretoria. [Tel. (012) 323-3671.] (Ref. Miss Lingenfelder/ak/L1060.)

Case 6008/93

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Ngwako Ben Mapaila**, Defendant

On Wednesday, 11 May 1994, at 10:00, a public auction will be held at the offices of the Sheriff of the Magistrate's Court, Alberton, at Johriahof, 4 Du Plessis Road, Florentia, Alberton, at which the Sheriff of the Magistrate's Court will, pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell all right, title and interest in and to the property known as:

Certain: Erf 234, Thintwa Township, Registration Division IR, Transvaal, situated at Site 234, Thintwa Township, Tokoza, measuring 210 (two hundred and ten) square metres held under Certificate of Registered Grant of Leasehold TL45075/1990.

Improvements: The property consists of lounge, bedroom, shower/washroom and kitchen (which are not warranted or guaranteed).

The material conditions of sale are:

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

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff who was 19,25% (nineteen comma two five per centum) 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 30th 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/S310/93.)

Saak 1358/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

In die saak tussen **Bronk Spares**, Eiser, en **Stiglingh M. F.**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 8 Desember 1993 en daaropvolgende lasbrief vir eksekusie, die hierna gemelde eiendom op 27 Mei 1994 om 10:00, te Landdroskantore, Krugerstraat, Bronkhorstspuit, geregteik verkoop sal word, naamlik:

Resterende Gedeelte van Gedeelte 9, van die plaas Roodepoort 504, Registrasieafdeling JR, Transvaal.

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

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

Gedateer te Bronkhorstspuit op hede die 30ste dag van Maart 1994.

Wessel Ebersohn, Cilliersgebou, Krugerstraat, Bronkhorstspuit; Posbus 160, Bronkhorstspuit, 1020. [Tel. (012) 12-0057/8/9.] (Verw. DV/B379.)

**Case 21435/93
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 **Phiri, Enock Chikapa**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni, on 19 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Site 1012, situated in the Township of Daveyton Extension 2, Registration Division IR, Transvaal, being 1012 Daveyton Extension 2, measuring 326 (three hundred and twenty-six) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A detached double storey brick built residence with metal roof, comprising kitchen, lounge/dining-room, family room, study, separate toilet, four bedrooms, two bathrooms with outbuildings with similar construction comprising garage.

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

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

Dated at Johannesburg 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/bt/P.204.)

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Potgieter: Izak**, 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, Germiston, at the office of the Sheriff, Fourth Floor, Standard Chambers, Germiston, on 19 May 1994 at 10:00, of the undermentioned property of the Defendant 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, Germiston, prior to the sale:

Certain Erf 62, Denlee Extension 12 Township, Registration Division IR, Transvaal, situated at 7 Golden Pond Place, Denlee, Germiston, being the *domicilium citandi et executandi*, measuring 374 (three hundred and seventy-four) 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 lounge, dining-room, kitchen, pantry, three bedrooms, two bathrooms, shower and three w.c.'s.

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 22nd 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/N00025.)

Saak 1759/93

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

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **J. S. van Niekerk**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros Pretoria, en 'n lasbrief vir eksekusie gedateer 17 September 1993, sal die onderstaande eiendom op 13 Mei 1994 om 11:00, te die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad), geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Restant van Erf 2, geleë in die dorpsgebied Wolmer, Registrasieafdeling JR, Transvaal, bekend as Kendall Laan 512, Wolmer.

Sonering: Verdeelbaar, vakant, privaat.

Beskrywing: Onbeboude erf.

Verbandhouer(s): Geen.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju Landdroshof, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad).

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 24ste dag van Maart 1994.

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

Saak 8503/93

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

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **W. J. Rossouw**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 24 Januarie 1994, sal die onderstaande eiendom op 6 Mei 1994 om 11:00, te die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad), geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit restant van Erf 112, geleë in die dorpsgebied Wolmer, Registrasieafdeling JR, Transvaal, bekend as Hornstraat 455, Wolmer.

Sonering: Verdeelbaar, woonhuis en buitegeboue.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, twee badkamers, twee toilette, drie slaapkamers, waskamer, motorhuis en stoor, twee afdakke, bediendekamer en toilet.

Verbandhouer(s): Saambou, Andriesstraat, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad).

Die belangrikste voorwaardes daarin vervat is die volgende: 'n Kontantdeposito 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 24ste dag van Maart 1994.

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

Aan: Die Balju, Landdroshof, Wonderboom.

Case 33428/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **De Sousa, Domingos Osvaldo Marques Ribeiro**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 19 May 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of attorneys De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 617, situated in the Township of Golf Park, Registration Division IR, Transvaal, being 11 Mopanie Street, Golf Park, Meyerton, measuring 1 219 (one thousand two hundred and nineteen) square metres.

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

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

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

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

Dated at Johannesburg this 23rd 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/D.285.)

Case 8568/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Bhekinkosi Thomas Masondo**, First Defendant, and **Morokoane Sophie Masondo**, Second Defendant

On 6 May 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 18148 Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 18148 Vosloorus Extension 25, Boksburg.

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

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

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

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

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

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

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

Tucker, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H75.)

Case 30433/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **David: Mary Ann**, 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 20 May 1994 at 10:00, of the undermentioned property of the Defendant 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 721, situated in the Township of Constantia Kloof Extension 7, Registration Division IQ, Transvaal, being 31 Shelly Avenue, Constantia Kloof Extension 7, Roodepoort, measuring 2 112 (two thousand one hundred and twelve) square metres.

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

A detached double storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, family room, study, TV-room, separate toilet, three bedrooms, two bathrooms with outbuildings with similar construction comprising two garages, servant's room, toilet, shower, store-room and swimming-pool.

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

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

Dated at Johannesburg this 24th 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/bt/D.276.)

**Case 1145/94
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 **Davantry, Rosalie Vera Phillis**, 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 19 May 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Erf 46, situated in the Township of Townsvew, Registration Division IR, Transvaal, being 5 Roux Street, Townsvew, Johannesburg, measuring 991 (nine hundred and ninety-one) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, entrance hall, separate toilet, pantry, scullery, two bedrooms, bathroom with outbuildings with similar construction comprising garage, servant's room and toilet.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 this 24th 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/bt/D.290.)

Case 15972/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Sheik: Moosa**, First Defendant, and **Sheik: Magdalena**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Deputy Sheriff, Brakpan at 439 Prince George Avenue, Brakpan, on 13 May 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 225, Leachville Extension 2 Township, Registration Division IR, Transvaal, being 26 Waterval Road, Leachville Extension 2, Brakpan, measuring 1 051 (one thousand and fifty-one) square metres.

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

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

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

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

Dated at Johannesburg on the 28th day of March 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 52-8666.) [Ref. Mrs Teixeira/AU0219 (AU219).]

Case 11626/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Le Roux Mynhardt**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Pollock Street, Randfontein, on 13 May 1994 at 14:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, Randfontein, Pollock Street, Randfontein, prior to the sale:

Certain Erf 419, situated in the Township of Homelake, Registration Division IQ, Transvaal, being 36 Ewart Street, Homelake, Randfontein, measuring 903 (nine hundred and three) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising garage, car-port, servant's room, two toilets 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 R200 (two hundred rand).

Dated at Johannesburg this 28th 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/cb/L196.)

Case 14508/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Swana: Xolisa Vela**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg North, on 19 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, Johannesburg North, 131 Marshall Street, Johannesburg, prior to the sale:

Certain: Section 8, as shown and more fully described on Sectional Plan SS73/1984, in the scheme known as Medelin Court in respect of the land and building or buildings situated at Johannesburg township in the local authority of Johannesburg of which the floor area, according to the said sectional plan is 86 square metres in extent, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held by virtue of Deed of Transfer ST49464/1992, being 4 Medelin Court, 49 Michelle Street, Berea, Johannesburg, measuring 86 (eighty-six) square metres.

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

A simplex flat comprising kitchen, lounge/dining-room, two bedrooms and bathroom with separate toilet. The common property consisting of 14 servants rooms, two change rooms, three servants toilets, five store-rooms and 20 parking-bays.

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

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

Dated at Johannesburg this 28th day of March 1994.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/S435.)

Case 25326/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Holmes, Andrew Stuart**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 19 May 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain: Holding 81, situated in the Township of Blignautsrus Agricultural Holdings, Registration Division IQ, Transvaal, being Plot 81, corner of Danie Theron and Eeufes Streets, Blignautsrus Agricultural Holdings, Vereeniging, measuring 1,7131 (one comma seven one three one) hectares.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, four bedrooms, and two bathrooms.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 this 25th 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/bt/H.194.)

Case 915/94
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 **MacDonald, Mark Anthony**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 11 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, Alberton, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

Certain: Erf 1997, situated in the Township of Albertsdal Extension 7, Registration Division IR, Transvaal, being 63 Strydpoort Street, Albertsdal Extension 7, Alberton, measuring 1 539 (one thousand five hundred and thirty-nine) square metres.

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

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

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

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

Dated at Johannesburg this 28th day of March 1994.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/M764/avb.)

Case 7579/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dius Themba Tshabalala**, Defendant

On 6 May 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 17154, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17154, Vosloorus Extension 25, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 25th day of March 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00922.)

Case 929/94
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Ngwenya, Makhaza Adcork**, First Execution Debtor, and **Ngwenya, Fikile Mabel Maureen**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 20 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 Site 10155, situated in the Township of Dobsonville Extension 3, Registration Division IQ, Transvaal, being 10155, Dobsonville Extension 3, 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, three bedrooms, bathroom with separate toilet.

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) 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 30th day of March 1994.

Ramsay, Webber and Company, Plaintiff's Attorney, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/N226/fp.)

Case 26616/93
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Nkukwane, Tereka Gys**, First Execution Debtor, and **Nkukwane, Mosselina Ntombizifikile Lishia**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, on 20 May 1994 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the office of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Erf 151, situated in the Township of Freeway Park, Registration Division IR, Transvaal, being 4 Hawson Road, Freeway Park, Boksburg, measuring 1 952 (one thousand nine hundred and fifty-two) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, family room, study, three bedrooms, two bathrooms with outbuildings with similar construction of double garage, three carports, toilet and store-room and swimming-pool.

Terms: 10% (ten per centum) of the purchase price in cash on the day of 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) 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 30th day of March 1994.

Ramsay, Webber and Company, Plaintiff's Attorney, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N211.)

Case 23158/92
PH 388

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mulder van Standen Properties CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Unit 2, North View, 45 Richards Drive, Halfway House, on Wednesday, 11 May 1994 at 14:30, of the undermentioned property of the Defendant, on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 393, Commercia Extension 9 Township, Registration Division IR, Transvaal, area 977 (nine hundred and seventy-seven) square metres, situated at 393 Rotweiler Street, Commercia Extension 9.

Improvements (not guaranteed): A vacant erf.

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

Dated at Johannesburg on this 29th 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 N1/NS125.)

Case 31840/93
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 **Merrick, Francis Rodney**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Krugersdorp, on 18 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, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain Erf 329, situated in the Township of Luipaardsvlei, Registration Division IQ, Transvaal, being 123 Luipaard Street, Luipaardsvlei, Krugersdorp, measuring 495 (four hundred and ninety-five) square metres.

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

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

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

Dated at Johannesburg on this 28th day of March 1994.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M739.)

Case 10141/93

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Dipuo Nurse Longwe**, First Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 2 December 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 18 May 1994 at 10:00, at the office of the Sheriff, Johria Hof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Certain: All right, title and interest in the leasehold in respect of Erf 193, Siluma View Township, Registration Division IR, Transvaal, situated on 193 Siluma View, Katlehong, in the Township of Katlehong, District of Alberton, measuring 300 (three hundred) square metres.

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

The conditions of sale:

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

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

Dated at Germiston on this the 29th day of March 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. NG7666/Mrs Kok.)

Case 3669/94
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 **Dennehy, Christopher Michael**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Johannesburg North, on 19 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, Johannesburg North, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Portion 265 (a portion of Portion 55) of Erf 711, situated in the Township of Craighall Park, Registration Division IQ, Transvaal, being 14 Hamilton Avenue, Craighall Park, Johannesburg, measuring 2 064 (two thousand and sixty-four) square metres.

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

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

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

Dated at Johannesburg this 14th day of April 1994.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/D.229.)

Saak 4891/91

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Stadsraad van Witbank**, Eksekusieskuldeiser, en **Merville Estates**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 19 Oktober 1992 toegestaan is, op 20 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 Gedeelte 216; Blesboklaagte 296, geleë in die dorpsgebied Witbank, Registrasieafdeling JS, Transvaal, groot 97,3445 hektaar, gehou kragtens Akte van Transport T37447/1966.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

2. Die 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, 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 Ing., Prokureur vir die Eiser, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Case 4295/94
PH 135IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Mutual and Federal Insurance Company Limited**, Plaintiff, and **Reats, Conrad**, Defendant

In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the office of the Sheriff of the Supreme Court, 439 Prince George Avenue, Brakpan on 20 May 1994 at 11:00, on the conditions read out by the auctioneer at the office of the Sheriff, 439 Prince George Avenue Brakpan, prior to the sale, of the undermentioned property situated at:

66 Augrabies Street, Leachville Extension 1, Brakpan, being Erf 1342 Leachville Extension 1 Township, Registration Division IR, Transvaal, measuring 660 (six hundred and sixty) square metres, held by Deed of Transfer T29907/1992, which is zoned as Residential and consists of (not guaranteed): A *dwelling*: Lounge, dining-room, three bedrooms, bathroom, kitchen and garage.

2 Terms:

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

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

2.2.1 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);

2.2.2 minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 5th day of April 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 04292/94
PH 135

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

In the matter between **Eskom Finance Company (Proprietary) Limited**, Plaintiff, and **Wishart, Mark Anthony**, First Defendant, and **Wishart, Sharon Lynn**, Second Defendant

In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve price will be held at 439 Prince George Avenue, Brakpan, on 20 May 1994 at 11:00, on the conditions read out by the auctioneer at the office of the Sheriff, 439 Prince George Avenue, Brakpan, prior to the sale, of the undermentioned property situated at:

22 McMillian Street, Brakpan North, being Erf 58 Brakpan-North Township, Registration Division IR, Transvaal, measuring 988 (nine hundred and eighty-eight) square metres, held by Deed of Transfer T43115/1992, which is zoned as Residential and consists of (not guaranteed): *A dwelling*: Lounge, dining-room, family room, kitchen, laundry, three bedrooms, two bathrooms and w.c.

2. Terms:

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

2.2 Auctioneers 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 cent) up to a maximum fee of R6 000 (six thousand rand);

2.2.2 minimum charges R200 (two hundred rand).

Dated at Johannesburg on this this 5th day of April 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 13604/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mukhosi Solomon Mwelase**, First Defendant, and **Thulisiwe Virginia Mwelase**, Second Defendant

On 6 May 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 167, Vosloorus Extension 8, Registration Division IR, Transvaal, situated at 167 Vosloorus Extension 8, Boksburg.

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

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

2. The purchaser shall pay 10% (ten per 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 shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, rates, taxes and other charges payable to the local authority.

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

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

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

Dated at Boksburg on this the 5th day of April 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01023.)

Saak 3143/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Bloemfontein Board Nominees Limited**, Eiser, en **John Louis Arthur**, Verweerder

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling), sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind ten kantore van die Balju te die plaas Latwai, distrik Witrivier, op Woensdag, 11 Mei 1994 om 10:00, naamlik:

Resterende Gedeelte van Gedeelte 5 ('n gedeelte van Gedeelte 1) van die plaas Logogotu 30, Registrasieafdeling JU, Transvaal, groot 83,5161 (drie-en-tagtig komma vyf een ses een) hektaar.

Die volgende inligting word verstrek maar in hierdie opsig word niks gewaarborg nie:

Verbeterings bestaan uit 'n netjies geboude plaashuis met vier slaapkamers, eetkamer, sitkamer, kombuis en spens, groot omringende stoep en stookkamer.

'n Woonstel aan die huis met kombuis, sit-, eet-, slaap- en badkamer.

Buite rondawel.

Ingeboude kaste en volvloermatte.

Buitegeboue bestaan uit groot store, tabakstoor en tamatie en uie fabriek en enjinkamer.

15 (vyftien) hektaar gelyk besproeibare grond, 60 (sestig) hektaar weiding, 1 (een) hektaar 15 (vyftien) hektaar gelyk besproei beplant met jong piesangs en 6 (ses) hektaar tabak.

Watersvoorsiening vanaf bergfonteine en opgaardamme.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping.

Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 14 (veertien) dae na die datum van verkoping aan die Balju gelewer moet word.

Indien die eiendom deur die Eerste Verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae in my kantoor te plaas Latwai, distrik Witrivier, gedurende kantoorure.

Gedateer die 7de April 1994.

J. C. Pretorius, p.a. Naudes, Eiser se Prokureur, Trustfonteingebou, Posbus 153, Bloemfontein. (Verw. Mnr. Pretorius.)

Saak 6498/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **NBS Bank Beperk**, Eiser, en **Theron Tikoane Motingoe**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 4 Oktober 1993, die onderstaande eiendom te wete:

Erf 13401, kwaThema-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal.

In eksekusie verkoop sal word op 6 Mei 1994 om 15:00, aan die hoogste bieder by die kantore van die Balju, Landdroshof, Vierdestraat 66, Springs.

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

Verbeteringe: Woonhuis van baksteen gebou onder teëldak, bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie.

Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 21ste dag van Februarie 1994.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierdestraat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. J. A. Kruger/SST/M 1705.)

Saak 6326/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **NBS Bank Beperk**, Eiser, en **Dime Lucas Mbonani**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 27 Oktober 1992, die onderstaande eiendom te wete:

Erf 13694, kwaThema-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal.

In eksekusie verkoop sal word op 6 Mei 1994 om 15:00, aan die hoogste bieder by die kantore van die Balju, Landdroshof, Vierdestraat 66, Springs.

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

Verbeteringe: Woonhuis van baksteen gebou onder teëldak, bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer en toilet.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie.

Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 21ste dag van Februarie 1994.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierdestraat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. J. A. Kruger/SST/M 1419.)

Saak 7996/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **NBS Bank Beperk**, Eiser, en **Bafana William Hlophe**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 16 November 1993, die onderstaande eiendom te wete:

Erf 11271, kwaThema-dorpsgebied, Registrasieafdeling IR, Transvaal.

In eksekusie verkoop sal word op 6 Mei 1994 om 15:00, aan die hoogste bieder by die kantore van die Balju, Landdroshof, Vierdestraat 66, Springs.

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

Verbeteringe: Woonhuis van pleister onder teëldak, bestaande uit eetkamer, kombuis, drie slaapkamers, badkamer en toilet.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie.

Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 21ste dag van Februarie 1994.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierdestraat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. J. A. Kruger/SST/H 640.)

Saak 1300/91

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Mphikeleli Nelson Sithole**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 25 Maart 1991, die onderstaande eiendom te wete:

Erf 503, kwaThema-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, in eksekusie verkoop sal word op 6 Mei 1994 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

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

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

Buitegeboue: Motorhuis.

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

Gedateer te Springs op hede die 21ste dag van Februarie 1994.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. J. A. Kruger/SST/S1174.)

**Case 12447/93
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 **Pena Verde Consulting Enterprises CC**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni, on 19 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain: Erf 6544, situated in the Township of Benoni Extension 24, Registration Division IR, Transvaal, being 19 Van der Stel Street, Benoni Extension 24, measuring 1 217 (one thousand two hundred and seventeen) 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, study, four bedrooms and two bathrooms with outbuildings with similar construction comprising double garage, carport, servant's room, toilet, shower, bar, store-room and swimming-pool.

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

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

Dated at Johannesburg this 4th day of March 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiffs Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/P.185.)

**Case 30419/92
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 **Bartle, Richard John Edward**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 19 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, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain: Erf 42, situated in the Township of Ormonde Extension 1, Registration Division IQ, Transvaal, being 2 Grenoble Place, Ormonde Extension 1, Johannesburg, measuring 600 (six 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, entrance-hall, study, store-room, two offices, sun room, jacuzzi, three bedrooms and 2½ bathrooms with outbuildings with similar construction comprising two carports, servant's room and swimming-pool.

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

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

Dated at Johannesburg this 16th day of March 1994.

S. A. Simpson, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.209.)

**Case 31604/93
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 **Radinne, Sonnyboy Japhta**, First Execution Debtor, and **Radinne, Mmamutle Rebecca**, 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, Benoni, on 19 May 1994 at 10:00, of the undermentioned leasehold of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 6296, situated in the Township of Etwatwa Extension 3, Registration Division IR, Transvaal, being 6296 Etwatwa Extension 3, Daveyton, measuring 384 (three 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, separate toilet, two bedrooms and bathroom.

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

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

Dated at Johannesburg this 16th day of March 1994.

S. A. Simpson, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/R.142.)

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mqoqi, Sidney Thando**, 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 20 May 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for the Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Site 10984, situated in the Township of Dobsonville Extension 2, Registration Division IQ, Transvaal, being 10984, Dobsonville Extension 2, Roodepoort, measuring 158 (one 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 or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Johannesburg this 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/avb/M689.)

Saak 40538/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Rosemead Beheerliggaam**, Eiser, en **Nicolaas Johannes Christoffel Basson**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 13 Julie 1993, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, onderhewig aan die bepaling van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, en aan die ander verkoopvoorwaardes, aan die hoogste bieder, deur die Balju, Pretoria-Sentraal, in eksekusie verkoop word op Dinsdag, 24 Mei 1994 om 10:00, te die Sinodale-sentrum, Visagiestraat 234, Pretoria, naamlik:

Eenheid 31, soos getoon en vollediger beskryf op Deelplan 187/87, in die gebou of geboue wat bekend staan as Rosemead, grootte 83 vierkante meter, en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue, soos getoon en vollediger beskryf in die hiervoor gemelde deelplan, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van geregistreerde Deeltitel ST72678/1987, bekend as Woonstel 602, Kerkstraat 659, Arcadia, Pretoria.

Ten tye van die voorbereiding van hierdie kennisgewing, het die volgende verbeterings op die eiendom bestaan maar niks word in hierdie verband gewaarborg nie:

Een en 'n halwe slaapkamerwoonstel met sitkamer, kombuis en badkamer.

Die verkoopvoorwaardes lê ter insae te die kantore van die Balju, Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Pretoria, waar dit gedurende normale kantoorure ingesien kan word.

Geteken te Pretoria op die 11de dag van April 1994.

E. van der Westhuizen, Prokureur vir Eiser, Eerste Verdieping, Rentbelgebou, Bureaulaan, Kerkplein, Pretoria. (Tel. 323-6594/6/8.) (Verw. EVDW/ET 3937.)

Aan: Die Klerk van die Hof, Pretoria.

Saak 80420/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Lou Barry's Eiendomme Edms Beperk**, Verweerder

Erf 6, geleë in Magaliesburg, IR, groot 1 983 vierkante meter, geleë te Rustenburgweg, Magaliesburg, T7749/1969; en Erf 7, geleë in Magaliesburg, IR, groot 1 983 vierkante meter, geleë te Rustenburgweg, Magaliesburg, T7749/1969.

Eksekusieveiling te Baljukantore, Ockersstraat 22B, Krugersdorp, op 25 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. Die sonering van die eiendom is onbepaald. Geen waarborg word egter verstrekk nie.

Bogemelde eiendom word apart verkoop en nie as 'n eenheid nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Krugersdorp, 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 goedgesind 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, afslaerskommissie plus BTW, soos bepaal deur die reëls.

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

C. J. van der Merwe, vir Van der Merwe, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. [Tel. (012) 320-2844/5/6/7.] (Verw. mev. Van Niekerk.)

Saak 35756/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk**, Eiser, en **M. J. Thabethe**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 2 Julie 1992 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 13 Mei 1994 om 11:00:

Perseelnommer 536, Blok AA, Soshanguve, Registrasieafdeling JR, Transvaal, groot 570 (vyfhonderd en sewentig) vierkante meter, gehou kragtens Reg van Huurpag 1632/89, beter bekend as Perseel 536, Blok AA, Soshanguve.

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 so ver dit van toepassing mag wees.

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Enkelverdieping-woonhuis met sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers met buitegeboue.

3. *Terme:* 10% (tien persent) van die koopprys onmiddellik by aangaan van die koop en die volle balans plus rente soos vervat in die eksekusielasbrief, en in die geval van enige ander preferente skuldeiser, teen die rentekoers betaalbaar op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van die transport, en moet deur 'n bank of bougenootskap waarborg 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 12de dag van April 1994.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. S. du Plessis/mev. Engels/JR28030.)

Case 1642/94

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

In the matter between **ABSA Bank Limited**, Plaintiff/Execution Creditor, and **Jeanette Suzanne Loi**, Defendant/Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 24 March 1994, and a writ of execution issued pursuant to this judgment, the following will be sold in execution without reserve to the highest bidder on Friday, 6 May 1994 at 15:00 at the offices of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs:

Certain Erf 668, Selcourt Township, Registration Division IR, Transvaal, measuring 1 838 (one thousand eight hundred and thirty-eight) square metres, held by the Defendant under Deed of Transfer T34403/1980.

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

Main building: semi-face brick house with tile roof consisting of lounge, dining-room, passage, entrance-hall, three bedrooms, study, kitchen, full bathroom, bathroom consisting of shower/toilet/basin.

Outbuildings: Garage, servant's room with toilet, laundry, swimming-pool, cement driveway, steel gates.

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

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

Dated at Springs this 12th day of April 1994.

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

Case 4705/91

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mnguni, Truman**, First Defendant, and **Mnguni, Buyisiwe Gertrude Priscilla**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on 11 May 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at Johriahof, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

Erf 536, Spruit View Extension 1 Township, Registration Division IR, Transvaal, measuring 600 (six hundred) square metres, situated at 536 Kjesmake Street, Spruit View Extension 1 Township, Alberton.

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

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 25th 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. M16862/SC.)

Saak 5300/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Boland Bank Beperk**, Eiser, en **N. B. de Wet**, Verweerder

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 25 Februarie 1994, sal hierdie ondervermelde eiendom geregtelik verkoop word op 20 Mei 1994 om 10:00, voor die Landdroskantoor, Witbank, aan die persoon wat die hoogste bod maak naamlik:

9/10 (nege tiende) aandeel in die Resterende Gedeelte van Gedeelte 5 van die plaas Spitskop 553, Registrasieafdeling JS, Transvaal, groot 496,2847 (vierhonderd ses-en-negentig komma twee agt vier sewe) hektaar, gehou kragtens Akte van Transport T50465/89, onderhewig aan al sodanige voorwaardes as wat in gemelde akte vermeld staan of na verwys word.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Rhodesstraat 3, Witbank.

Geteken te Middelburg op hierdie 31ste dag van Maart 1994.

A. L. Terblanche, vir Terblanche & Du Preez, Voortrekkerstraat 18, Middelburg, 1050.

Case 5300/93

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

In the matter between **Boland Bank Beperk**, Plaintiff, and **N. B. de Wet**, Defendant

In execution of a judgment of the above Honourable Court and writ of execution dated 25 February 1994, the following immovable property will be sold in execution in front of the Magistrate's Office on 20 May 1994 at 10:00, namely:

9/10 (nine-tenth) share in the Remainder of Section 5 of the farm Spitskop 533, Registration Division JR, Transvaal, measuring 496,2847 (four nine six comma two eight four seven) hectare, held by Title Deed T50465/89.

This condition of sale that will be read strictly before the sale lie for inspection at the office of the Sheriff of the Court, 3 Rhodes Street, Witbank.

Dated at Middelburg on this the 31st day of March 1994.

A. L. Terblanche, for Terblanche & Du Preez, 18 Voortrekker Street, Middelburg, 1050.

Case 20162/91

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

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Mokadi Daniel Matsimela**, First Defendant and **Siphiwe Ruth Matsimela**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the Office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 13 May 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

All right title and interest in the leasehold in respect of Erf 1766, Mamelodi Extension 2 Township, Registration Division JR, Transvaal (also known as 1766 Mamelodi Extension 2), measuring 787 (seven eight seven) square metres, held by the Mortgagor under Certificate of Registered Grant of Leasehold TL43457/89 and subject to the conditions contained therein.

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

Dwelling with tiled roof consisting of lounge, dining-room, kitchen, four bedrooms, bathroom, two bathrooms/w.c., two garages and wire fencing.

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

Dated at Pretoria on this the 12th day of April 1994.

E. M. Eybers, Adams & Adams, 429 Church Street, Shorburg, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1318/91.)

Case 900/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Shirinda Themban Norman**, 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 of the Supreme Court Offices, at 49 Kemston Avenue, Benoni, on 19 May 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff of the Supreme Court Offices, at 49 Kemston Avenue, Benoni, prior to the sale:

All right title and interest in the leasehold in respect of Portion 50 of Erf 1944, Wattville Township, Registration Division IR, Transvaal, measuring 334 (three hundred and thirty-four) square metres, situated at Portion 50 of Erf 1944, Wattville Township, Benoni.

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

Dwelling under tiled roof, two bedrooms, lounge, kitchen and bathroom/toilet.

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 this the 8th 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. S19570/SC.)

Case 106744/92

PH 157

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

In the matter between **Carolina Properties**, Plaintiff, and **Paul Duarte**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg and writ of execution the property listed hereunder which was attached on 15 September 1993, will be sold in execution on Friday, 20 May 1994 at 10:00, in front of the Magistrate's Court-house, Fox Street Entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

Portion 1 of Erf 282, in the Township of Norwood, Registration Division IR, Transvaal, in extent 496 (four hundred and ninety-six) square metres, situate at 70 Frances Street, Norwood, Johannesburg.

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

Residence: Single story dwelling, detached built of bricks and painted plaster, comprising entrance-hall, study, dining-room, family room, kitchen, three bedrooms, two bathrooms with w.c.'s, w.c. separate and studyroom upstairs. **Outbuildings:** Two garages, servants' quarters and w.c. with shower. **Improvements:** Swimming-pool and patio.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg North, First Floor, 131 Marshall Street, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. R. Kidson/js/MC2024.)

Saak 5806/93

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

In die saak tussen **Stadsraad van Akasia**, Eiser, en **Hendrina Magdalena Hutton**, Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie gedateer 27 September 1993, sal die hierondervermelde eiendom geregtelik verkoop word op 13 Mei 1994 om 11:00, in die voormiddag te die kantoor van die Balju, Gedeelte 83, De Onderstepoort, Bon Accord, aan wie die hoogste aanbod maak:

Erf 1 290, The Orchards-uitbreiding 11 (Lithstraat 17, The Orchards-uitbreiding 11), groot 880 vierkante meter, gehou kragtens Akte van Transport T62615/92.

Die volgende verbeterings is op die eiendom aangebring:

Siersteen staandakwoning bestaande uit twee slaapkamers, sitkamer, eetkamer, kombuis en badkamer. Sitkamer, eetkamer en slaapkamers het volvloermatte en die res van die woning novilon. Buitegebou bestaan uit 'n buitetoilet. 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 afslaersgelde van 4% (vier persent) van die totale koopprys op die dag van die verkoping betaal.

Geteken te Pretoria op hede die 25ste 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 74/0789/6.)

Saak 3837/93

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

In die saak tussen **Stadsraad van Akasia**, Eiser, en **Hercules Phillippus Rudolph Lamprecht**, Eerste Verweerder, en **Anna Wilhelmina Lamprecht**, Tweede Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie gedateer 20 September 1993, sal die hierondervermelde eiendom geregtelik verkoop word op 13 Mei 1994 om 11:00, in die voormiddag te die kantoor van die Balju, Gedeelte 8, De Onderstepoort, Bon Accord, aan wie die hoogste aanbod maak:

Erf 55, Clarina-uitbreiding 1 (Leonstraat 28, Clarina), groot 1 278 vierkante meter, gehou kragtens Akte van Transport T49482/1987.

Die volgende verbeterings is op die eiendom aangebring: Siersteen staandakwoning bestaande uit drie slaapkamers, sitkamer, TV- en gesinskamer, eetkamer, kombuis en twee badkamers. Sitkamer, TV- en gesinskamer, eetkamer en slaapkamers het volvloermatte en die res van die woning teëls. Buitegebou bestaan uit 'n buitetoilet en twee motorhuise. Die eiendom is verder omhein met steenmure.

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 afslaersgelde van 4% (vier persent) van die totale koopprys op die dag van die verkoping betaal.

Geteken te Pretoria op hede die 25ste 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 74/0747/0.)

Saak 4016/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Skeerpoort Handelshuis**, Eiser, en **D. J. Karstens**, Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie gedateer 4 Januarie 1994, sal die genoemde eiendom geregtelik verkoop word op 13 Mei 1994 om 09:00, voor die Landdroskantore, Van Veldenstraat, Brits, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere: Gedeelte 395, van die plaas Hartbeespoort 419, Registrasieafdeling JQ, Transvaal, groot 33,5303 (drie-en-dertig komma vyf drie nul drie) hektaar, gehou deur die Eksekusieskuldenaar(s) kragtens Akte van Transport T39540/79.

Verbeterings (wat nie as korrek gewaarborg word nie.)

1. Die verkoping sal onderhewig wees aan die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.

2. 10% (tien persent) van die koopprys en afslaersgelde, welke betaalbaar is deur die koper, is betaalbaar onmiddellik na die verkoping in kontant of per bankgewaarborgde tjek en die balans van die koopsom is betaalbaar teen registrasie van oordrag, vir welke bedrag die koper aanvaarbare bank- of bouverenigingwaarborgte moet lewer aan die geregsbode binne 14 (veertien) dae na die verkoping of alternatiewelik die gemelde bedrag binne gemelde tydperk in kontant of per bankgewaarborgde tjeks moet inbetaal by die Geregsbode.

3. Oordrag van die eiendom sal geskied deur die Eksekusieskuldeiser se prokureurs. Die koper sal aanspreeklik wees vir die betaling van alle koste verbonde aan die oordrag, insluitende hereregte, seëlregte en alle gelde wat betaal moet word ten einde 'n belastinguitklaringsertifikaat ingevolge artikel 50 van die Ordonnansie op Plaaslik Besture (Transvaal) 1939 op enige wysiging daarvan te verkry.

4. Die volledige voorwaardes van die verkoping sal deur die geregsbode/afslaer gelees word ten tyde van die verkoping en sal ter insae lê by die kantore van die Geregsbode, Murraylaan 43E, Brits.

Gedateer te Brits op hede hierdie 7de dag van April 1994.

P. F. Raath, vir Roets, Pretorius & Raath, Prokureurs vir Eiser, hoek van Macleanstraat en Kooperasielaan, Brits, 0250.
[Tel. (01211) 2-0433.] (Verw. mnr. Raath/TF/FK58.)

Saak 3064/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BOKSBURG GEHOU TE BOKSBURG

In die saak tussen **Pick 'n Pay Hypermarket (Boksburg)**, Eiser, en **H. A. Nel**, handeldrywende as Commercial Vehicle Sales, Verweerder

Ingevolge 'n vonnis en lasbrief vir eksekusie gedateer 15 Julie 1992, sal die ondergenoemde eiendom in eksekusie verkoop word sonder reserwe aan die hoogste bieder deur die Balju, Landdroshof, by die Landdroshofkantoor, Parkstraat 8, Kempton Park, op 11 Mei 1994 om 10:00:

Beskrywing van eiendom:

Hoewe: Erf 378, geleë in die dorpsgebied Edleen, Registrasieafdeling IR, Transvaal, groot 991 (nege nege een) vierkante meter, soos gehou kragtens Transportakte T6684/1992.

Geleë te Erf 378, geleë in die dorpsgebied Edleen, Registrasieafdeling IR, Transvaal.

Verbeteringe: Geen waarborg egter ten opsigte hiervan gegee nie.

Woonhuis met 'n teëldak en heeltmal omhein, bestaande uit sitkamer, twee toilette, familie/TV-kamer, twee badkamers, drie slaapkamers, kombuis, eetkamer, motorhuis, studeerkamer, motoroprit, swembad en kroeg.

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 18,5% (agttien komma vyf persent) per jaar op die Vonnisskuld vanaf 28 Julie 1992, tot datum van registrasie van transport.

3. Die koopprys sal as volg betaalbaar wees:

(a) 10% (tien persent) daarvan onmiddellik na ondertekening van die verkoopvoorwaardes, en;

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

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

Gedateer te Springs op hierdie 12de dag van April 1994.

C. I. Hitchinson, vir J. R. du Plessis & Burger, Prokureur vir Eiser, Eerste Verdieping, Alliedgebou, Vyfde Laan, Posbus 880, Springs. (Verw. mnr. Hitchinson/FN.)

Saak 14017/93

IN DIE HOOGERESHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank**, Eiser, en **Kgabe Piet Molepo**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op 24 Augustus 1993, en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju van die Hooggeregshof, Wonderboom/Soshanguve, op Vrydag, 6 Mei 1994 om 11:00, te die kantore van die Balju van die Hooggeregshof, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), Pretoria, verkoop:

Sekere: Erf 1258, Blok FF, Soshanguve, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Verband 567/92, soos getoon op Algemene Plan PB299/1987, bladsy 10. *Groot:* 941 vierkante meter.

Die eiendom bestaan uit: Drie slaapkamers, sitkamer, kombuis, badkamer en aparte toilet. Die mure is gepleister en gevef en die vloere is sement. Die eiendom is nie omhein nie.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju vir die Hooggeregshof, ten spyte van die verkoping, welke verkoping nagegaan kan word by die kantore van die Balju vir die Hooggeregshof.

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

J. H. Sloet, vir Bornman Sloet & Van Rensburg Ing., Prokureurs vir Eiser, Kerkplein 28, Grondvloer, Pretoria. (Verw. mnr. Sloet/FW/SS157.)

Case 128740/92
PH 157

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Tenth Street—14 CC** (CK92/02126/23), Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution, the property listed hereunder which was attached on 13 January 1994, will be sold in execution on Friday, 20 May 1994 at 10:00, in front of the Magistrate's Court-house, Fox Street-Entrance, of the Magistrate's Court, Johannesburg, to the highest bidder:

Erf 547, in the Township of La Rochelle, Registration Division IR, Transvaal, in extent 495 (four hundred and ninety-five) square metres, situate at 14 10th Street, La Rochelle, Johannesburg.

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

Residence: Single story dwelling, detached, built of bricks and painted plaster, under pitched corrugated iron roof. *Floors:* Fitted carpets and tiles, comprising lounge, kitchen, three bedrooms, bathroom, shower and two w.c.'s. *Outbuildings:* Two garages. *Improvements:* Boundary brick walls, paving, patio and alarm system.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 11th day of April 1994.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6375.)

Case 47/93
PH 157

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Ankica Miklosic**, First Defendant, and **Louis Johnas Koen**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 22 December 1993, will be sold in execution on Friday, 20 May 1994 at 10:00, in front of the Magistrate's Court-house, Fox Street-Entrance, of the Magistrate's Court, Johannesburg, to the highest bidder:

Erf 702, in the Township of Kenilworth, Registration Division IR, Transvaal, in extent 495 (four hundred and ninety-five) square metres.

Situate at 182 Ferreira Street, Kenilworth, Johannesburg.

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

Residence: Single story dwelling, detached, built of bricks and painted plaster, under corrugated tiled roof. *Floors:* Fitted carpets and novilon tiles, comprising lounge, kitchen, two bedrooms, bathroom, shower and w.c. *Outbuildings:* Garage, double carport, two store-rooms, w.c. and laundry. Similar construction to main building. *Improvements:* Boundary concrete walling, swimming-pool, paving, awnings, screen walls, braai area and Pergola.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6381.)

Case 79824/92
PH 157

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mario Fernando da Silva**, First Defendant, and **Maria Teresa da Silva**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution, the property listed hereunder which was attached on 7 April 1994, will be sold in execution on Friday, 20 May 1994 at 10:00, in front of the Magistrate's Court-house, Fox Street Entrance, of the Magistrate's Court, Johannesburg, to the highest bidder:

Erf 1068, in the Township of Winchester Hills Extension 3, Registration Division IR, Transvaal, in extent 1 003 (one thousand and three) square metres, situated at 130 Vleiroos Street, Winchester Hills Extension 3, Johannesburg.

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

Residence: Single storey dwelling, detached, built of gem face bricks, under pitched tiled roof. *Floors:* Fitted carpets and tiles, comprising combined lounge and dining-room, kitchen, three bedrooms, dress section, two bathrooms, shower and two w.c.'s. *Outbuildings:* Garage. *Improvements:* Boundary concrete walling and paving.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg South, 100 Sheffield Street, Turfontein, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 11th day of April 1994.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6293.)

Case 19709/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mehlomakulu, Zenyuse Duncan**, First Execution Debtor, and **Mehlomakulu, Edith Sibongile**, 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 in front of the Magistrate's Court, Pollock Street, Randfontein, on 20 May 1994 at 14:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Magistrate's Court, Randfontein, Pollock Street, Randfontein, prior to the sale:

Certain: Site 4029, situated in the Township of Mohlakeng, Registration Division IQ, Transvaal, being 4029 Seme Street, Mohlakeng, Randfontein. *Measuring:* 328 (three hundred and twenty-eight) square metres.

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

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

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

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

Dated at Johannesburg this 8th day of April 1994.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M677.)

Case 4255/94
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 **Mohloua, Moeketsi Zacharia**, 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 20 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 16348, situated in the Township of Vosloorus Extension 16, Registration Division IR, Transvaal; being 16348 Makhope Street, Vosloorus Extension 16, Boksburg, measuring 282 (two hundred and eighty-two) square metres.

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

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

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

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

Dated at Johannesburg this 8th day of April 1994.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M786.)

Case 25816/93

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

In the matter between **Nedcor Bank Ltd**, trading as Perm, Plaintiff, and **Francois Cornelius Johannes de Lange**, First Defendant, and **Hélène Christina de Lange**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held in front of the Magistrate's Office, Van Zyl Smit Street, Oberholzer, on Friday, 6 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 may be inspected at the offices of the Sheriff, prior to the sale:

Erf 122, situated in the Township Welverdiend, Registration Division IQ, Transvaal, also known as 148 Fifth Street, Welverdiend, measuring 991 (nine hundred and ninety-one) square metres, held by Deed of Transfer T89122/88, subject to such conditions as are mentioned or referred to therein and especially subject to the reservation of mineral rights.

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

One storey dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, garage and servant's room.

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

Dated at Pretoria this 13th day of April 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500] (Ref. EME/ep S1924/93.)

Saak 191/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE HENDRINA

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **A. M. Mbethe**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof van Hendrina en 'n lasbrief vir eksekusie gedateer 8 Februarie 1994, sal die vaste eiendom hieronder genoem in eksekusie verkoop word op Dinsdag, 10 Mei 1994 om 10:00, voor die Landdroskantoor te Kerkstraat, Hendrina:

Erf 851, Uitbreiding 1, kwaZamokuhle-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 286 (tweehonderd ses-en-tagtig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL88209/88.

Die eiendom synde 'n enkelverdiepingwoonhuis bestaande uit sit/eetkamer, drie slaapkamers, badkamer, kombuis (ten opsigte waarvan egter geen waarborg gegee word nie) word voetstoots verkoop aan die hoogste bieder wie alle agterstallige heffings, belastinge, Baljufoorie en rente op Eiser se eis moet betaal, ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Balju te Hendrina, en ondergetekende se kantoor gedurende normale kantoorure.

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

Geteken te Hendrina op 8 April 1994.

S. C. Serfontein, vir Birman & Serfontein, Prokureurs vir Eiser, Moutonstraat 35, Posbus 194, Hendrina, 1095.

Saak 190/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE HENDRINA

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **D. J. Kunene** en **D. R. Kunene**, Eksekusieskuldenaars

Ingevolge 'n vonnis toegestaan in die Landdroshof van Hendrina en 'n lasbrief vir eksekusie gedateer 26 Januarie 1994, sal die vaste eiendom hieronder genoem in eksekusie verkoop word op Dinsdag, 10 Mei 1994 om 10:00, voor die Landdroskantoor te Kerkstraat, Hendrina:

Erf 825, Uitbreiding 1, kwaZamokuhle-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 290 (tweehonderd en negentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL70323/89.

Die eiendom synde 'n enkelverdiepingwoonhuis bestaande uit sit/eetkamer, vier slaapkamers, badkamer, toilet, apart, kombuis (ten opsigte waarvan egter geen waarborg gegee word nie) word voetstoots verkoop aan die hoogste bieder wie alle agterstallige heffings, belastinge, Baljufooe en rente op Eiser se eis moet betaal, ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Balju te Hendrina, en ondergetekende se kantoor gedurende normale kantoorure.

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

Geteken te Hendrina op 8 April 1994.

S. C. Serfontein, vir Birman & Serfontein, Prokureurs vir Eiser, Moutonstraat 35, Posbus 194, Hendrina, 1095.

Case 2334/93

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

In the matter between **Nedbank**, a division of Nedcor Bank Limited, formerly Nedbank Limited, Plaintiff, and **Patrick Victor van der Merwe**, Defendant

In execution of a judgment of the Magistrate's Court, District of Roodepoort in the above-mentioned suit, a sale without a reserve price, subject to the Plaintiff's approval will be held at the office of the Sheriff of Krugersdorp at Klaburn Court, 22B Ockerse Street, Krugersdorp, on Wednesday, 11 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, Roodepoort:

Certain: Portion 60 (a portion of Portion 52) of the farm Hillside 170, Registration Division IQ, Transvaal, in extent 8,5653 (eight comma five six five three) hectares, held by virtue of Deed of Transfer T14349/1991.

Improvements (non of which are guaranteed) consisting of the following: Dwelling with a lounge, dining-room, family room, five bedrooms, bathroom, kitchen, servants' quarters, store-room, three outbuildings, carport and zinc roof with steel framed windows, brick walls and wire fencing.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand) minimum charge R50 (fifty rand).

Dated at Roodepoort on this the 21st day of March 1994.

T. G. Bosch — Badenhorst, First Floor, City Centre, 8 Luttig Street, Roodepoort. (Tel. 763-6121) (Ref. CM/HV0092.)

Case 588/94

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

In the matter between **Nedcor Bank Limited**, formerly known as Nedperm Bank Limited, Plaintiff, and **Sepadi Ben Selebalo**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 17 February 1994, the following property will be sold in execution, on 11 May 1994 at 10:00, at the office of the Sheriff for the Krugersdorp Magisterial District, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, viz:

The Defendant's right, title and interest in and to his/her right of leasehold in respect of Erf 11933, Kagiso Extension 6 Township, Registration Division IQ, Transvaal, in extent 459 (four hundred and fifty-nine) square metres, for residential purposes, held by the Defendant under Certificate of Registered Grant of Leasehold TL8999/1990.

Known as Erf 11933, Kagiso Extension 6 Township, Krugersdorp, upon which is erected a single storied detached dwelling under tile roof consisting of three bedrooms, bathroom, kitchen and lounge/dining-room. No guarantee is however given in respect of the foregoing description.

Terms: R5 300 or 10% (ten per centum) of the purchase price (whichever shall be the greater) in cash (or a bank-guaranteed cheque for the said amount in favour of the Sheriff for Krugersdorp Magisterial District) at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

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

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

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

Case 3875/93

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

In the matter between **Nedcor Bank Limited**, formerly known as Nedperm Bank Limited, Plaintiff, and **Kevin Angus Paul**, First Defendant, and **Lynette Elizabeth Paul**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 15 July 1993, the following property will be sold in execution, on 11 May 1994 at 10:00, at the office of the Sheriff for Krugersdorp Magisterial District, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, viz:

Holding 56, Lammermoor Agricultural Holdings, Registration Division JQ, Transvaal, in extent 3,5713 (three comma five seven one three) hectares, held by the Defendant/s under Deed of Transfer T34204/1991, known as Holding 56, Lammermoor Agricultural Holdings (Mountain Drive) Krugersdorp.

Vacant land.

No guarantee is however given in respect of the foregoing description.

Terms: R6 000 or 10% (ten per centum) of the purchase price (whichever shall be the greater) in cash (or a bank-guaranteed cheque for the said amount in favour of the Sheriff for Krugersdorp Magisterial District) at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

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

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

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

Case 4021/93

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

In the matter between **Town Council of Krugersdorp**, Execution Creditor, and **P. Mothilal**, First Execution Debtor, and **K. Mothilal**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 20 September 1993, the following property will be sold in execution on Wednesday, 11 May 1994 at 10:00, in front of the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, to the highest bidder:

Erf 937, Azaadville Extension 1 Township, Registration Division IQ, Transvaal, measuring 858 (eight hundred and fifty-eight) square metres, held by Deed of Transfer T32846/1987, known as 3 Amir Ali Crescent, Azaadville, Krugersdorp.

Upon which three is said to be erected, a detached single-storey dwelling-house under tile roof and consisting of three bedrooms, lounge, dining-room, two bathrooms and kitchen.

The outbuildings consist of a dubble garage, servant's room and toilet.

No guarantee is however given in regard to the foregoing description.

Terms: R5 000 (five thousand rand) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 (twenty-one) days, the purchaser to pay transfer costs, rates etc. The property will be sold voetstoots subject to any tenancy or right of occupation.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp Ground Floor, Klaburn Court, 22B Ockerse and Rissik Streets, Krugersdorp.

Phillips & Osmond, Execution Creditor's Attorneys, First Floor, Mutual & Federal Centre, 52 Von Brandis Street, Krugersdorp. (Ref. ADEVOS/mw/K 1667.)

Case 70736/93

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

In the matter between **Tshisapungo Joyce Malange**, Plaintiff/Execution Creditor, and **Marthinus Petrus Jacobus Heigan**, Defendant/Execution Debtor

In execution of a judgment granted by the above Honourable Court, on 23 August 1993, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, 51 Loch Street, Meyerton, on Thursday, 19 May 1994 at 10:00, of the undermentioned property of the Execution Debtor, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the office of the above-mentioned Sheriff of the Court, prior to the sale:

Certain Erf 97, Noldick Township, Registration Division IR, Transvaal, measuring 992 (nine hundred and ninety-two) square metres, held under Deed of Transfer 37893/90, unimproved property situated at 33 Deodaf Street, Noldick, District of Meyerton.

The property is reported to be sold voetstoots but nothing is guaranteed.

Terms: 10% (ten per centum) of the purchase price and auctioneer's fees which auctioneer's fees shall include V.A.T., in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court within fourteen (14) days from the date of sale. The purchaser shall be liable to pay interest at the rate of 22% (twenty-two per centum) per annum from the date of sale until the date of transfer of the property to the secured creditor, namely the Plaintiff in whose favour the bond is registered over the property (if any).

Signed at Johannesburg, on this the 30th day of March 1994.

Leon Maartens, Attorney for Judgment Creditor, 51 Biccard Street, P.O. Box 32239, Braamfontein, 2017. (Tel. 403-7150) (Fax. 403-7159) (Ref. Mr Wait/m. 164.)

Case 28610/93

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

In the matter between **First National Bank of South Africa Limited**, Plaintiff, and **Behrmann, Hellen Emmerencia**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Krugersdorp, 22B Ockerse Street, Krugersdorp, on Wednesday, 11 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 Holding 21, Lammermoor Agricultural Holdings, Registration Division JQ, Transvaal, area 3,6412 hectares, situation Holding 21, Lammermoor Agricultural Holdings, D.F. Malan Drive Extension, Muldersdrift, District of Krugersdorp.

Improvements (not guaranteed): Single storey brick dwelling under tiles consisting of entrance hall, lounge, family room, dining-room, kitchen, pantry, scullery, four bedrooms, dressing-room, two bathrooms, two showers, three toilets, fitted carpets/novilon, laundry and three carports. Outbuildings: Staff quarters, flatlet consisting of lounge, kitchen, two bedrooms, bathroom, toilet and four carports.

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 at 3% (three per centum) to a maximum fee of R6 000 and a minimum of R200.

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

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242) (Ref. P. le Mottee/FN 3119.)

Case 25058/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Kristensen, Walther**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the Office of the Sheriff of the Supreme Court for Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, on 10 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 Holding 310, North Riding Agricultural Holdings, Registration Division IQ, Transvaal, area 2,9239 hectares, situation 310 Boundary Road, North Riding, Randburg.

Improvements (not guaranteed): Brick dwelling under iron roof, entrance hall, lounge, family room, dining-room, study, two bedrooms, two bathrooms, shower, two toilets, kitchen, jetmaster fireplace and burglar alarm. Outbuildings: Two garages, two staff quarters with toilet and shower, swimming-pool, patio and terrace, paving and boundary wall.

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 at 3% (three per centum) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on the 29th day of March 1994.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242) (Ref. P. le Mottee/ij/FN 3112.)

Case 8519/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Theophilus Jabulani Mbuyazi**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by Sheriff for the Supreme Court, Potchefstroom, at the main entrance to the Magistrate's Court, Fochville, on Friday, 13 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 offices of the Sheriff for the Supreme Court, Potchefstroom, 195 Kerk Street, Potchefstroom:

The right of leasehold in respect of Erf 1614, Wedela Township, Registration Division IQ, Transvaal, measuring 237 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL68091/1990, being 1614 Wedela.

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 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 7th day of February 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Account No. Z68190) (Ref. Z68190/FCLS/WR/Mr Brewer/dl.)

Case 27136/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **McLachlan Robert John**, First Defendant, and **McLachlan Catherine Ruth**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 10 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 of the Supreme Court prior to the sale:

Certain Erf 3132, Randparkrif Extension 41 Township, Registration Division IQ, Transvaal, area 1196 square metres, situation 30 Aalwyn Street, Randpark Ridge Extension 41, Randburg.

Improvements (not guaranteed): Single storey dwelling consisting of lounge, dining-room, study, kitchen, three bedrooms, fitted carpets/tiles, two bathrooms, shower, three toilets and fenced boundary.

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 at 3% (three per centum) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on the 16th day of March 1993.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. Le Mottee/N3062.)

NOTICE OF SALES IN EXECUTION

All the Sales in Execution are to be held at the Offices of the Sheriff, 8 Park Street, Kempton Park, on Wednesday, the 11th day of May 1994 at 10 a.m. **Nedcor Bank Limited**. Execution Creditor. The hereinafter-mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being: 1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944. 2. The Purchaser shall pay 10% of the purchased price plus 4% Sheriff's commission on date of sale and the balance plus interest at Plaintiff's current lending rates of transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale. 3. Full conditions of sale can be inspected at the Sheriff's office and will be read out prior to the sale.

Case Number: 2636/93. Judgment Debtor: **Dean Paul McMaster**. **Property:** Erf 1331 Norkem Park Extension 2 Township, Registration Division I R Transvaal, situated at 3 Umgeniriver Street, Norkem Park Ext. 2. **Improvements:** Dwelling-house consisting of 1 lounge, 1 toilet, 1 bar, 1 bathroom, 3 bedrooms, 1 kitchen, 1 dining-room. **File Ref:** LN3296.

Case Number: 11207/93. Judgment Debtor: **Theresa Ann Edwards.** *Property:* A unit consisting of section no. 85 as shown and more fully described on Sectional Plan no. SS.76/84 in the building of buildings known as Bonhabitat, situated at Erf 298 Bonaero Park Township, Local authority of Kempton Park, situated at 85 Bonhabitat Flats, D F Malan Drive, Bonaero Park. *Improvements:* Flat consisting of 1 lounge, 1 toilet, 1 kitchen, 1 bathroom, 2 bedrooms, 1 dining-room. *File Ref:* LN3495.

Case Number: 22389/93. Judgment Debtors: **William Jacobs & Maria Jacobs.** *Property:* Erf 905 Maokeng Extension 1 Township, Registration Division I R Transvaal, situated at 905 Maokeng Extension 1 Section, Tembisa. *Improvements:* Dwelling-house consisting of 1 toilet, 2 bedrooms, 1 bathroom, 1 kitchen, 1 dining-room. *File Ref:* LN3781.

Case Number: 1013/94. Judgment Debtors: **Christina Chipu & Rimbo Redford Zwane.** *Property:* Erf 678 Maokeng Extension 1 Township, Registration Division I R Transvaal, situated at 678 Maokeng Extension 1 Section, Tembisa. *Improvements:* Dwelling-house consisting of 2 bedrooms, 1 bathroom, 1 kitchen, 1 lounge. Outbuildings consisting of 1 driveway. *File Ref:* LN3813/4.

Case Number: 11914/90. Judgment Debtors: **Phondo Abram Vilakazi & Sibongile Josephine Vilakazi.** *Property:* Right of leasehold over Erf 476 Temong Township, Registration Division I R Transvaal, situated at 476 Temong Section, Tembisa. *Improvements:* Dwelling-house consisting of 1 toilet, 2 bedrooms, 1 kitchen, 1 dining-room. Outbuildings consisting of 1 garage, 2 outside rooms. *File Ref:* L346/90.

Case Number: 8433/91. Judgment Debtors: **John Muzamane Maximbye & Joyce Maximbye.** *Property:* Right of leasehold over Erf 466 Makulong Township, Registration Division I R Transvaal, situated at 466 Makulong Section, Tembisa. *Improvements:* Dwelling-house consisting of 1 lounge, 1 toilet, 1 bathroom, 3 bedrooms, 1 dining-room, 1 kitchen. Outbuildings consisting of 2 outside rooms. *File Ref:* L326/91.

L. J. van den Heever, Schumanns, Permanent Plaza, 12 Voortrekker Street; P.O. Box 67, Kempton Park.

Case 734/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Klugman Peter Andrew**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 10 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 16 Bryanbrink Township, Registration Division IR, Transvaal, area 1506 square metres, situation 17 Milner Road, Bryanbrink, Randburg.

Improvements (not guaranteed): Single storey brick dwelling under tiles, floors carpeted/cut slate/vinyl with underfloor heating, entrance hall, lounge, dining-room, kitchen, laundry, four bedrooms, two bathrooms, shower and two toilets. *Outbuildings:* Two garages, staff quarters with toilet and bath, walled courtyard, brick driveway and terraces, aluminium awnings and walled boundary.

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 at 3% (three per centum) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 25th day of March 1993.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/N3100.)

Case 20244/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Jack Buti Mahlangu**, 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 entrance of the Magistrate's Court, Fochville, 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, Potchefstroom, at 195 Kerk Street, Potchefstroom:

The right of leasehold in respect of Erf 3084, Wedela Extension 1 Township, Registration Division IQ, Transvaal, measuring 203 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL54315/1991, being 3084 Wedela.

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 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 3rd day of March 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76583/FCLS/Mr Brewer/djl.)

Case 24169/93
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 **Maile, Sweden Edward Batho**, First Defendant, and **Mokoaleli, Theodora**, 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 of the Supreme Court at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 10 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, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 19, Meadowhurst Township, Registration Division IR, Transvaal, measuring 1 541 m², held by the Defendants under Deed of Transfer T7043/1992, being 2 Royce Road, corner of Royce and Hornbill Road, Meadowhurst.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/w.c., w.c./shower, carport and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges 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 31st day of March 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75710/Ms Isola/Ms Glen/cvdm.)

Case 17606/92
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Link Technologies Holdings CC**, 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 of the Supreme Court at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 10 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, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 167, Sharonlea Extension 6 Township, Registration Division IQ, Transvaal, measuring 1 006 m², held by the Defendant under Deed of Transfer T48778/1989, being 167 Sun Place, Sharonlea Extension 6, Randburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, two lounges, dining-room, three bedrooms, family room, three bathroom/w.c./shower, separate w.c., kitchen, scullery, double garage, servant's room, store and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges 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 31st day of March 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z48163/Ms Isola/Ms Glyn/cvdm.)

Case 25646/93
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 **Setsiba, Peter Maroba**, First Defendant, and **Setsiba, Ruth Hlekiwe**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Midrand, at North View, Unit 2, 45 Richard Drive, Halfway House, on Wednesday, 11 May 1994 at 14:30, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Midrand, North View, Unit 2, 45 Richard Drive, Halfway House:

Erf 1353, Noordwyk Extension 11 Township, Registration Division JR, Transvaal, measuring 1 004 m², held by the Defendants under Deed of Transfer T73427/1992, being 1353 Monica Place, Noordwyk Extension 11.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The erf is a vacant stand.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z69849/Ms Isola/Ms Glyn/cvdm.)

Case 18861/93
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 **Cesare, Salome Margaretha**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 11 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, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Erf 954, Florentia Township, Registration Division IR, Transvaal, measuring 1476 m², held by the Defendant under Deed of Transfer T26982/1992, being 23 George Street, Florentia, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms, separate w.c., kitchen, two garages, servant's room and two stores.

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 30th day of March 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z73003/Ms Isola/Ms Glyn/cvdm.)

Case 5371/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Enoch Charlie Mjikeliso**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by Sheriff for the Supreme Court, Potchefstroom, at the main entrance to the Magistrate's Court, Fochville, on Friday, 13 May 1994 at 11:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Potchefstroom, 195 Kerk Street, Potchefstroom:

The right of leasehold in respect of Erf 1132, Wedela Township, Registration Division IQ, Transvaal, measuring 250 m² held by the Defendant under Certificate of Registered Grant of Leasehold TL68003/1988, being 1132 Zambesi Drive, Wedela, Carletonville.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges 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 7th day of February 1994.

Routledge Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z65896.) (Ref. Z65896/FCLS/WR/Mr Brewer/djl.)

Case 15283/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mokuene, Mosieledi Malesela**, First Defendant, and **Mokuene, Seithati Karabelo Ivy**, 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, 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 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 main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark.

The right of leasehold in respect of Stand 2665, Evaton West Township, Registration Division IQ, Transvaal, measuring 493 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL35611/1991, being 2665 Beverly Hills, Evaton West.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, garage and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges 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 15th day of March 1994.

Routledge Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70151/FCLS/Mr Brewer/djl.)

Case 27921/90
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 **Van der Merwe, John Albertus**, 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, Randburg, at 9 Elna Rand Hof, corner of selkirk Avenue and Blaigowrie Drive, Randburg, on Tuesday, 17 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, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blaigowrie Drive, Randburg:

Erf 927, Fourways Extension 10 Township, Registration Division JR, Transvaal, measuring 1 279 m², held by the Defendant under Deed of Transfer T5966/1989, being 927 Wild Peach Crescent, Fourways Extension 10, Randburg.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, study, kitchen, scullery, two bathrooms/w.c., shower and double garage.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or 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 Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z95013/Ms Isola/Ms Glyn/cvdm.)

Case 26892/92
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Holding 338 CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Midrand, at North View, Unit 2, 45 Richard Drive, Halfway House, on Wednesday, 11 May 1994 at 14:30, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Midrand, North View, Unit 2, 45 Richard Drive, Halfway House:

Portion 1 of Erf 0338, Glenaustin Extension 1, Registration Division IQ, Transvaal, measuring 8 570 m², held by the Defendant under Deed of Transfer T66065/1990, being Portion 1 of Erf 338, George Street, Glenaustin, Randburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The erf is a vacant stand.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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. Z56735/Ms Isola/Ms Glyn/cvdm.)

Case 02052/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Letsaba: Joseph Matela**, First Defendant, and **Makhetha: Maria**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Krugersdorp, at corner of Ockerse and Rissik Streets, 22B Klaburn Court, Krugersdorp, on Wednesday, 11 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: All the right, title and interest in the leasehold in respect of Erf 13004, Kagiso Extension 8 Township, Registration Division IQ, Transvaal, situation Erf 13004 Kagiso Extension 8, area 375 (three hundred and seventy-five) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, under tiled roof 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 28th day of March 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NO182E/mgh/tf.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Masanya: Thomas**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Kempton Park, at 8 Park Street, Kempton Park, on Wednesday, 11 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 the right, title and interest in the leasehold in respect of Erf 378, Leboeng Township, Registration Division IR, Transvaal, situation Erf 378, Leboeng Section, Tembisa, area 250 (two hundred and fifty) square metres.

Improvements (not guaranteed): Lounge, two bedrooms, bathroom, kitchen, under tiled roof 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 5th day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Giron Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. KP20/mgh.)

Saak 900/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **J. A. Booth**, 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: Gedeelte 34, soos meer breedvoerig beskryf word in Deeltitel Plan SS15/1988, in die skema bekend as Elandshof, geleë te Georgetown-dorpsgebied, Germiston, Germiston Plaaslike Owerheid, transportakte gehou onder Titelakte ST16842/93, grootte 112 (eenhonderd-en-twaalf) vierkante meter, ook bekend as Elandshof 34, Georgetown-dorpsgebied, Golden Drive (Grove) G1, hoek van Oosthuizen 7 en Leipoldtstraat, Germiston.

Beskrywing: Wooneenheid met gekombineerde sit-/eetkamer, een en 'n halwe badkamer, kombuis met ingeboude kaste, drie slaapkamers met ingeboude kaste, kompleks onder 'n teëldak en motorafdak. Die kompleks 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 Reel 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 word 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. H. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AG49.)

Saak 11580/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

ABSA Bank trading as **United Bank Limited**, Eksekusieskuldeiser, en **Bryan Christopher Bauermeister**, Eerste Eksekusieskuldenaar, en **Judith Elaine Bauermeister**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Benoni, op 11 Mei 1994 om 11:00, voor die Landdroshof, Harperlaan, Benoni, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf Nommer Erf 5856, Northmead-dorpsgebied, Benoni, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titelakte T31458/91, grootte 992 (negehonderd twee-en-negentig) vierkante meter, ook bekend as Hanekomstraat 110, Northmead, Benoni.

Beskrywing: Woonhuis met 'n ingangsportaal, eetkamer, drie slaapkamers met ingeboude kaste, kombuis met ingeboude staalkaste, badkamer, toilet, sitkamer, alles onder 'n sinkdak, mure bestaan uit steen en pleister, muur tot muur matte, aangrensende motorhuis, 'n motoroprit en 'n swembad, losstaande bediendekamer met 'n toilet.

Die eiendom is omheim 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 kantoor-ure 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, Monumentweg en Longstraat, Kempton Park, 1620: (Verw. mev. Van Heerden/UA84.)

Case 32770/93
PH 124

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Peter Alan Gomes**, First Defendant, and **Yolanda Wooll**, 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 office of the Sheriff, prior to the sale:

Section 45, Noon's Place, Buccleuch Township, being 45 Noon's Place, Fife Street, Buccleuch, measuring 63 (sixty-three) square metres.

Improvements described hereunder are not guaranteed.

Main building: Lounge, dining-room, two bedrooms, bathroom, kitchen and balcony. *Outbuildings:* Carport.

Terms: 10% (ten per centum) deposit on sale, balance by acceptable guarantee within 14 (fourteen) days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on this the 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 31102/93

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

ABSA Bank Limited (United Bank Division), Plaintiff, and **Cosslett Anthony Thomas**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Deputy Sheriff, at Fourth Floor, Standard Chambers, Germiston, on 19 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 the Deputy Sheriff, Germiston, prior to the sale:

Certain Erf 522, Primrose Township, Registration Division IR, Transvaal, situated at 16 Walkers Avenue, Primrose, Germiston, measuring 991 (nine hundred and ninety-one) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The house consists of an entrance-hall, lounge, dining-room, three bedrooms, bathroom with toilet and a scullery.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 21 (twenty-one) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand). The sale may be subject to VAT which will be payable by purchaser.

Date: 21 March 1994.

Langstaffe Bird & Co., Plaintiff's Attorneys, 10th Floor, Metropolitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. Mr Letty/HAS.)

Case 111813/92

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Moroane Mashilo White**, First Defendant, and **Moroane Grace**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Deputy Sheriff, at 142 Struben Street, Pretoria, on Wednesday, 18 May 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Deputy Sheriff, Pretoria South, prior to the sale:

Certain Erf 4, Country View Township, Registration Division JR, Transvaal, situated at 4 Strelitzia Avenue, Countryview, Midrand.

The following information is furnished *re* the improvements, though in this respect, nothing is guaranteed: The house consists of a lounge, dining-room, three bedrooms, two bathrooms with toilets, kitchen and a scullery.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 21 (twenty-one) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand). The sale may be subject to VAT which will be payable by the purchaser.

Date: 14 April 1994.

Langstaffe Bird & Co., 10th Floor, Metropolitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. Mr Letty/HAS.)

Case 24782/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Four Fourteen Kelvin CC**, First Defendant, and **Joannides Stephanus Stylianos**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Deputy Sheriff, at the Deputy Sheriff's Office, Unit 2, North View, 45 Richards Drive, Halfway House, on 11 May 1994 at 14:30, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the offices of the Deputy Sheriff, Halfway House, prior to the sale:

Certain Portion 4 of Lot 14, Kelvin, Germiston, 18 Oldensway, held under Deed of Transfer 25858/1970, measuring 2 027 (two thousand and twenty-seven) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The house consists of an entrance hall, lounge, dining-room, four bedrooms, two bathrooms with shower and toilet, kitchen, cloakroom, playroom and a scullery.

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 bank, building society or other acceptable guarantee to be furnished within 21 (twenty-one) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand). The sale may be subject to VAT which will be payable by purchaser.

Date: 22 March 1994.

Langstaffe Bird & Co., Plaintiff's Attorneys, 10th Floor, Metropolitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. Mr Letty/HAS.)

Case 30326/93
PH 128IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), First Defendant, and **Brooks, Steven Anthony**, Id. No. 610416 5228 18 4, First Defendant, and **Brooks, Marina Meryna**, Id. No. 631127 0107 00 1, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held on the steps of the main entrance at 2 Northview, 45 Richards Drive, Halfway House, Midrand, on Wednesday, 11 May 1994 at 14:30, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Midrand, at Unit 2, Northview, 45 Richard Drive, Halfway House, prior to the sale:

Erf 1450, Vorna Valley Extension 29 Township, Registration Division JR, Transvaal, being 1450 Bach Place, Vorna Valley, measuring 1 118 (one thousand one hundred and eighteen) square metres, use zone Residential.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of lounge, dining-room, two bedrooms, bathroom and shower, separate toilet and kitchen.

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

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

Dated at Johannesburg on this 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 505062.)

Case 19676/93

PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Strydom, Henry John**, Id. No. 570626 5233 00 4, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held on the steps of the main entrance at 2 Northview, 45 Richards Drive, Halfway House, Midrand, on Wednesday, 11 May 1994 at 14:30, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Midrand, at Unit 2, Northview, 45 Richard Drive, Halfway House, prior to the sale:

Portion 1 of Holding 535, Glen Austin Extension 3, Agricultural Holdings, Registration Division IR, Transvaal, being 535 Boxer Road, Glen Austin Extension 3, measuring 8 979 (eight thousand nine hundred and seventy-nine) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of lounge, dining-room, three bedrooms, bathroom and toilet, kitchen. Three s/q. Swimming-pool and workshop.

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 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this the 15th day of March 1994.

Bowman Gilfillan Hayman Godfrey Inc., 10th Floor, JCI-house, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 475922.)

Case 12105/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Frans Engelbertus Henning**, First Defendant, and **Christina Jacoba Henning**, Second Defendant

A sale in execution will be held on 19 May 1994 at 10:00, at Room 603A, Olivetti-house, corner of Schubart and Pretorius Streets, Pretoria, of:

Portion 4 (a portion of Portion 1) of Erf 177, situated in the Township of Booysens, Pretoria, Registration Division IR, Transvaal, measuring 1 129 (one thousand one hundred and twenty-nine) square metres, known as 1175 Commercial Street, Booysens, District of Pretoria.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling-house storey, brick walls, tiled roof, novilon, tiles, lounge, dining-room, kitchen, three bedrooms, two bathrooms, two w.c's, laundry, single garages, concrete walls and gates, borehole and pump and brick paving.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.9966.)

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 **Mahlomola William Raleetoane**, Eerste Verweerder, en **Sizakhele Queen Raleetoane**, Tweede Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 1 Maart 1994 en 'n lasbrief vir eksekusie wat daaropvolgende gemagtig is, sal die eiendom hieronder genoem in eksekusie op 13 Mei 1994 om 11:00, by die kantoor van die Balju, Soshanguve, Gedeelte 83, De Onderstepoort (net Noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder verkoop word:

Sekere reg, titel en belang in die onroerende eiendom bekend as Erf 222, Blok FF, Soshanguve, met woonadres te Erf 222, Blok FF, Soshanguve, groot 433 (vierhonderd drie-en-dertig) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag 1265/91.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit een verdieping naamlik: Sitkamer, drie slaapkamers, badkamer, waskamer sonder geriewe en kombuis.

Die wenslike verkoopvoorwaardes is:

- (a) Die verkoping sal per openbare veiling aan die hoogste bieder verkoop word, sonder reserwe.
- (b) Onmiddellik na die verkoping sal die koper die verkoopvoorwaardes onderteken, wat ter insae is te die kantoor van die Balju van die Hof, Soshanguve.
- (c) Die koper sal alle nodige bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende alle oordragskoste, oordrag belasting, munisipale belasting, belasting, lisensies, sanitêre koste, rente, ens.
- (d) Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant by ondertekening van die verkoopvoorwaardes betaal, die balans betaalbaar by transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju van die Hooggeregshof, binne 14 (veertien) dae na die verkoping verstrekt te word.

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

Die volledige verkoopvoorwaardes lê ter insae te die kantoor van die Balju, Soshanguve.

Geteken te Pretoria hierdie 14de dag van April 1994.

G. F. T. Snyman, Van der Walt & Hugo, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/-Marie/R9538.)

Saak 1724/94

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 **Paulus Madimetsa Sekhu**, Eerste Verweerder, en **Mongadi Mittah Sekhu**, Tweede Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 1 Maart 1994, en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 13 Mei 1994 om 11:00, by die kantoor van die Balju, Soshanguve, Gedeelte 83, de Onderstepoort (net Noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder verkoop word:

Sekere reg, titel en belang in die eiendom bekend as Erf 756, Blok DD, Soshanguve, met woonadres te Erf 756, Blok DD, Soshanguve, groot 388 (driehonderd agt-en-tagtig) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag 711/89.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit een verdieping naamlik sitkamer, twee slaapkamers, badkamer met waskamer sonder geriewe en kombuis.

Die wesenlike verkoopvoorwaardes is:

- (a) Die verkoping sal per openbare veiling aan die hoogste bieder verkoop word, sonder reserwe.
- (b) Onmiddellik na die verkoping sal die koper die verkoopvoorwaardes onderteken, wat ter insae is te die kantoor van die Balju van die Hof, Soshanguve.
- (c) Die koper sal alle nodige bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende alle oordragskoste, oordrag belasting, munisipale belasting, belasting, lisensies, sanitêre koste, rente, ens.
- (d) Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant by ondertekening van die verkoopvoorwaardes betaal, die balans betaalbaar by transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju van die Hooggeregshof, binne 14 (veertien) dae na die verkoping verstrekt te word.

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

Die volledige verkoopvoorwaardes lê ter insae te die kantoor van die Balju, Soshanguve.

Geteken te Pretoria hierdie 14de dag van April 1994.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum, 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/-Marie/R9537.)

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 **Albert Zibi**, Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 1 Maart 1994 en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 13 Mei 1994 om 11:00, by die kantoor van die Balju, Soshanguve, Gedeelte 83, De Onderstepoort (net Noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder verkoop word:

Sekere reg, titel en belang in die onroerende eiendom bekend as Erf 2696, Blok GG, Soshanguve met woonadres te Erf 2696, Blok GG, Soshanguve, groot 375 (driehonderd vyf-en-sewentig) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag 1858/90.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit een verdieping, naamlik, sitkamer, drie slaapkamers, badkamer met waskamer sonder geriewe en kombuis.

Die wenslike verkoopvoorwaardes is:

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

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

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

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

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

Die verkoopvoorwaardes lê ter insae te die kantoor van die Balju, Soshanguve.

Geteken te Pretoria hierdie 14de dag van April 1994.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/Marie/R9541.)

Case 32923/93
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 **Moposho, Gaolathwe Phillip**,
Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 18 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, Alberton, Johiahof, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

Certain: Erf 1363 (previously known as 1661), situated in the Township of Likole Extension 1, Registration Division IR, Transvaal; being Site 1363 (previously known as 1661) Likole Extension 1, Katlehong, Alberton, measuring 330 (three hundred and thirty) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, 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 this 12th day of April 1994.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M728.)

Saak 259/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **NBS Bank Limited**, Eiser, en **Makhaza Isaac Masilela**, Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 28 Februarie 1994, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op Woensdag, 11 Mei 1994 om 12:00, aan die hoogste bieder, naamlik:

Erf 2313, Embalenhle-uitbreiding 7-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 325 (driehonderd vyf-en-twintig) vierkante meter, gehou kragtens Akte van Transport TL26932/90.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, versekerer te word deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 (een-en-twintig) dae daarna, asook 4% (vierpersent) afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Cornellweg 21, Evander, besigtig word.

Geteken te Secunda hierdie 13de dag van April 1994.

Els, Prokureurs vir Eiser, Checkersgebou, Posbus 47, Secunda. (Tel. 34-7788/34-7739.)

Saak 260/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **NBS Bank Limited**, Eiser, en **Aaron Nkosinathi Masango**, Eerste Verweerder, en **Lina Nomakhuwa Masango**, Tweede Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 9 Februarie 1994, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op Woensdag, 11 Mei 1994 om 12:00, aan die hoogste bieder, naamlik:

Erf 445, Lebohang-uitbreiding 5-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 338 (driehonderd agt-en-dertig) vierkante meter, gehou kragtens Akte van Transport TL998/90.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, versekerer te word deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 (een-en-twintig) dae daarna, asook 4% (vier persent) afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Cornellweg 21, Evander, besigtig word.

Geteken te Secunda hierdie 13de dag van April 1994.

Els, Prokureurs vir Eiser, Checkersgebou, Posbus 47, Secunda. (Tel. 34-7788/34-7739.)

Saak 367/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **NBS Bank Limited**, Eiser, en **Jacobus Johannes van Antwerp**, Eerste Verweerder, en **Gorete de Fatima van Antwerp**, Tweede Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 8 Maart 1994, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op Woensdag, 11 Mei 1994 om 12:00, aan die hoogste bieder, naamlik:

Erf 4691, Secunda-uitbreiding 10-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 1 060 (eenduisend en sestig) vierkante meter, gehou kragtens Akte van Transport T17123/90, beter bekend as Gamtoosstraat 2, Secunda.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, versekerer te word deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 (een-en-twintig) dae daarna, asook 4% (vier persent) afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Cornellweg 21, Evander, besigtig word.

Geteken te Secunda hierdie 13de dag van April 1994.

Els, Prokureurs vir Eiser, Checkersgebou, Posbus 47, Secunda. (Tel. 34-7788/34-7739.)

Saak 3267/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **Stadsraad van Brakpan**, Vonnisskuldeiser, en **J. D. Lyle**, Vonnisskuldenaar

Ingevolge 'n vonnis en lasbrief uitgereik in bogemelde Hof, sal onderstaande eiendom in eksekusie verkoop op 13 Mei 1994 om 11:00, ten kantore van die Balju, Brakpan, Prince Georgelaan 439, Brakpan:

Erf 178, Brakpan-Noord-dorpsgebied, liggend McCullamstraat 23, Brakpan-Noord, Brakpan, 845 m².

Verbeteringe: Gepleisterde woonhuis met teëldak, sitkamer, eetkamer, drie slaapkamers, twee badkamers plus toilette, kombuis. *Buitegeboue:* Motorhuis en toilet. *Sonering:* Residensieël 1.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word aan die hoogste bieder onderhewig aan die reg van preferente skuldeisers.
2. Betaling sal geskied by wyse van 'n deposito van 10% (tien persent) plus Balju-kommissie op die dag van die verkoping. Die balans tesame met rente sal betaal of verseker word by wyse van 'n waarborg binne 7 (sewe) dae na datum van die verkoping.
3. Die koper sal die transportakte asook munisipale belasting, wat agterstallige en regs-koste mag insluit, betaal asook die prokureurs en geregsbodekoste verbonde aan die verkoping.
4. Die eiendom word voetstoots verkoop en geen waarborg word gegee ten aansien van die beskrywing van die eiendom nie.
5. Die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju Brakpan, vanaf datum van hierdie kennisgewing. Geyser & De Kok, Glenleyhuis, Kingswaylaan 116, Brakpan. (Tel. 744-4620.) (Tel. mev. Visagie/TD239/AH.)

Saak 5907/93

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Geoffrey Joseph Henry Tocknell**, Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie gedateer 27 September 1993, sal die hierondervermelde eiendom geregteelik verkoop word op 13 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 134, Karenpark (Begoniastraat 12, Karenpark), groot 906 vierkante meter, gehou kragtens Akte van Transport T40346/1984.

Die volgende verbeterings is op die eiendom aangebring:

Siersteenstaandakwoning bestaande uit vier slaapkamers, sitkamer, TV- en gesinskamer, eetkamer, studeerkamer, kombuis en twee badkamers. Sitkamer, TV- en gesinskamer en slaapkamers het volvloermatte en die res van die woning teëls. Buitegebou bestaan uit 'n buitetoilet en twee motorhuise, met die motorafdakke. Daar is verder ook 'n swembad op die eiendom en is die eiendom ten volle omhein.

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 verstrekkend 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 25ste 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 74/0779/0.)

Saak 1148/93

IN DIE LANDDROSHOF VIR DIE DISTRIK STANDERTON GEHOU TE STANDERTON

In die saak tussen **Stadsraad van Standerton**, Eiser, en **Catharina Elizabeth Pansegrouw**, Eerste Verweerder, **Maria Catharina Susanna Pansegrouw**, Tweede Verweerder, **Philippus Jacob Rudolph Pansegrouw**, Derde Verweerder, en **Willem Adriaan Pansegrouw**, Vierde Verweerder

Ingevolge uitspraak in die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) en lasbrief tot uitwinning gedateer 21 Januarie 1994 sal die ondergemelde onroerende eiendom per openbare veiling op 25 Mei 1994 om 10:00, te die Balju, Hooggeregshof, Caledonstraat 17, Standerton, aan die hoogste bieder geregteelik verkoop word naamlik:

Erf 54, geleë in die dorpsgebied Meyerville, Registrasieafdeling HS, Transvaal, groot 3 613 (drieduisend seshonderd en dertien) vierkante meter, gehou kragtens Akte van Transport T8678/1930, onverbeterde eiendom.

Die verkoopvoorwaardes lê ter insae by die Balju, Hooggeregshof, Caledonstraat 17, Standerton. Die verkorte voorwaardes van verkoop is die volgende:

1. 10% (tien persent) van die koopprys in kontant op die dag van die verkoping.

2. Die balans van die koopprys teen registrasie van transport en gewaarborg staan te word binne 60 (sestig) dae na datum van verkoping.

3. Besit en okkupasie sal aan die koper verleen word 30 (dertig) dae na betaling van die deposito of by betaling van die volle koopsom, welke gebeurtenis ookal eerste mag plaasvind.

Geteken te Standerton op hede die 24ste dag van Maart 1993.

Van Heerden Schoeman, Prokureurs vir Eiser, Phoenixgebou, Burgerstraat; Posbus 39, Standerton, 2430. [Tel. (01331) 2-5211.] (Verw. R. Boer/NT/INV/IS3953.)

Saak 155/93

IN DIE LANDDROSHOF VIR DIE DISTRIK STANDERTON GEHOU TE STANDERTON

In die saak tussen **Stadsraad van Standerton**, Eiser, en **L. J. Bernhardt**, Verweerder

Ingevolge uitspraak in die Hof van die Landdros, Standerton, en lasbrief vir eksekusie tot geregtelike verkoping gedateer 30 Junie 1993, sal die ondergemelde onroerende eiendom per publieke veiling op 4 Mei 1994 om 10:00, te die Balju, Landdroshof, Caledonstraat 17, Standerton, aan die hoogste bieder geregtelik verkoop word naamlik:

Gedeelte 3 van Erf 422, Standerton, Registrasieafdeling IS, groot 1 904 (eenduisend nege honderd en vier) vierkante meter, gehou kragtens Akte van Transport T38573/1991, onverbeterde eiendom.

Die verkoopvoorwaardes lê ter insae by die Balju, Landdroshof, Caledonstraat 17, Standerton. Die verkorte voorwaardes van verkoop is die volgende:

1. 10% (tien persent) van die koopprys in kontant op die dag van die verkoping.
2. Die balans van die koopprys teen registrasie van transport en gewaarborg staan te word binne 60 (sestig) dae na datum van verkoping.
3. Besit en okkupasie sal aan die koper verleen word 30 (dertig) dae na betaling van die deposito of by betaling van die volle koopsom, welke gebeurtenis ookal eerste mag plaasvind.

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

Van Heerden Schoeman, Prokureurs vir Eiser, Phoenixgebou, Burgerstraat, Posbus 39, Standerton, 2430. [Tel. (01331) 2-5211.] (Verw. R. Boer/NT/INV/5632/1.)

Saak 14/93

IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **Carletonville Stadsraad**, Eiser, en **P. J. Aucamp**, Verweerder

Ingevolge uitspraak van die Landdros, Oberholzer, en 'n lasbrief vir eksekusie teen goed gedateer 29 November 1993, sal die ondervermelde eiendom op Vrydag, 3 Junie 1994 om 10:00, voor die Landdroskantoor, Van Zyl Smitsstraat, Oberholzer, verkoop word, naamlik:

Erf 650, geleë in die dorpsgebied Welverdiend, Registrasieafdeling IQ, Transvaal, groot 985 (nege agt vyf) vierkante meter, ook bekend as 12de Laan 89, Welverdiend, onderhewig aan die volgende voorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieder en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig.
2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die opbetaalde balans tesame met rente daarop bereken teen 15,5% (vyftien komma vyf per sentum) per jaar 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 voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantoor van die Balju, Stasiestraat 47, Oberholzer, nagesien word.

Gedateer te Oberholzer op hede die 8ste dag van Maart 1994.

P. J. P. van Staden, vir Van Vuuren & Van Staden, Eggo Janstraat 60; Posbus 6431, Oberholzer, 2502. [Tel. (01491) 6715/6.] (Verw. mev. Venter/E10683/51954.)

Case 6973/92
PH 238

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

In the matter between **First National Bank of Southern Africa Limited**, Execution Creditor, and **Raymond van den Berg**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Johannesburg and a warrant of execution dated 22 January 1993, the following property will be sold on 27 May 1994 at 10:00, in front of the Magistrate's Court, Fox Street entrance, to the highest bidder:

Certain: Section 120 as shown and more fully described on Sectional Plan SS187/1982 in the building or buildings known as Villa Barcelona, situated at Albertville Extension 2 Township, Local Authority of Johannesburg, of which the floor area, according to the sectional plan is 37 (thirty-seven) 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 by the Defendant in his name under Certificate of Registered Sectional Title SB/26441/91 (Unit), known as 120 Villa Barcelona, corner of Van Zyl and Twist Streets, Albertville, Johannesburg.

Subject to first Sectional Bond SB/26441/91 in favour of First National Bank of Southern Africa Limited for the amount of R27 000 being the capital amount and R6 000 being the additional amount.

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 and of the sectional title deeds in so far as these are applicable.

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

Sectional title, single storey semi-detached simplex unit, consisting of two rooms, kitchen, bathroom, the inner walls of which are plastered and the outer walls being of face brick finish. Flooring consists of carpets and tiles. The complex also offers swimming-pool, squash and gym facilities.

3. *Terms:* The purchaser shall pay 10% (ten per centum) of the purchase price in cash to the Sheriff of the Court immediately after the sale, and the unpaid balance, together with interest thereon as determined in the first bond registered over the property and shall be paid or guaranteed by an approved bank or building society guarantee within 14 (fourteen) days of date of sale.

4. *Conditions:* The full conditions of sale which will be read by the Sheriff of the Court, Johannesburg North may be inspected at the office of the Sheriff of the Court, Johannesburg West at Second Floor, 32 Von Brandis Street, Johannesburg, as also at the offices of attorney Peter F. Caldwell, North Park Plaza, corner of D. F. Malan Drive and Milner Street, Northcliff, Johannesburg.

Dated at Johannesburg on this the 11th day of April 1994.

P. F. Caldwell, for Peter F. Caldwell, North Park Plaza, corner of D. F. Malan Drive and Milner Street, Northcliff. (Tel. 888-1206/7) (Ref. PC/hc/F51.)

Saak 19569/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **BASA Investments Beslote Korporasie**, Eerste Verweerder, en **Pillay, Bhawe Egambaram**, Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op Donderdag, 19 Mei 1994 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Eenheid 50, soos getoon en volledig beskryf op Deelplan SS203/92 in die skema bekend as Highbury ten opsigte van die grond en gebou of geboue, geleë te Killarney-dorpsgebied, in die area van die Johannesburg Plaaslike Bestuur waarvan die vloeroppervlakte, volgens gemelde deelplan 88 vierkante meter, groot is (ook bekend as Woonstelle 50, Highbury, hoek van Derde Laan en Negende Straat, Killarney).

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

Simpleks met sitkamer, twee slaapkamers, badkamer/toilet, kombuis en onderdak parkeerarea.

Datum: 14 April 1994.

D. H. Scholtz, vir De Villiers Scholtz, Tweede Verdieping, Saambou-gebou, Commissionerstraat 130, Johannesburg. (Tel. 331-3601.)

Saak 19571/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Naldoo, Savathri**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op Donderdag, 19 Mei 1994 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Eenheid 1, soos getoon en volledig beskryf op Deelplan SS123/81 in die skema bekend as Sante Fé ten opsigte van die grond en gebou of geboue, geleë te Berea-dorpsgebied, Plaaslike Owerheid van Johannesburg, waarvan die vloeroppervlakte 131 vierkante meter groot is (ook bekend as Woonstelle 101, Sante Fé, Lillystraat, Berea, Johannesburg).

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

Woonstel met sitkamer, drie slaapkamers, kombuis, badkamer en toilet.

Datum: 14 April 1994.

D. H. Scholtz, vir De Villiers Scholtz, Tweede Verdieping, Saambou-gebou, Commissionerstraat 130, Johannesburg. (Tel. 331-3601.)

Case 1746/94

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

In the matter between **Nedcor Bank Ltd**, trading as Perm, Plaintiff, and **Welkenhof CC**, First Defendant,
Frederick Welken de Kock, Second Defendant, and **Maria Jacomina Jacoba de Kock**, Third Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at in front of the Magistrate's Court, President Kruger Street, Middelburg, on Friday, 6 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 may be inspected at the offices of the Sheriff, prior to the sale:

Portion 36 (a portion of Portion 2) of the farm Middelburg Town and Townlands 287, Registration Division JS, Transvaal (also known as 2 Lang Street, Middelburg), measuring 4 059 (four thousand and fifty-nine) square metres, held by virtue of Deed of Transfer T46299/93, subject to the conditions and servitude as mentioned in the Deed.

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

Dwelling with iron roof consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, study and garage.

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

Dated at Pretoria this 14th day of April 1994.

E. M. Eybers, for Admas & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S114/94.)

Case 1744/94

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

In the matter between **Nedcor Bank Ltd**, trading as Perm, Plaintiff, and **Frederick Welken de Kock**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at in front of the Magistrate's Court, President Kruger Street, Middelburg, on Friday, 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 time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Portion 40 (a portion of Portion 2) of the farm Middelburg Town and Townlands 287, Registration Division JS, Transvaal (also known as 133 Jan van Riebeeck Street, Middelburg), measuring 4 461 (four thousand four hundred and sixty-one) square metres, held under Deed of Transfer T10047/1980, subject to the conditions and servitude as mentioned in the Deed.

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

Nursery with borehole and irrigation scheme together with building with iron roof consisting of two bathrooms and kitchen.

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

Dated at Pretoria this 14th day of April 1994.

E. M. Eybers, for Admas & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S113/94.)

Saak 32326/93

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

Saambou Bank Beperk *versus* **Maringo Abel Baloyi en Maria Mphakiseng Baloyi**

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 8 Februarie 1994, sal die volgende eiendom op 18 Mei 1994 om 10:00, deur die Balju, Johriahof, Du Plessisweg 4, Florentia, per publieke veiling verkoop word:

Erf 878, Likole-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 878, Likole, Katlehong, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborges gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Gedateer hierdie 11de dag van 11 April 1994.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 29798/93

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

Saambou Bank Beperk versus Kwidi Daniel Chipane en Jostinah Morongoe Chipane

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 8 Februarie 1994, sal die volgende eiendom op 18 Mei 1994 om 10:00, deur die Balju, Johriahof, Du Plessisweg 4, Florentia, per publieke veiling verkoop word:

Erf 762, Monise-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 762, Monise, Katlehong, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborg gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Gedateer hierdie 11de dag van April 1994.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 32820/93

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

Saambou Bank Beperk versus Kheswa Ernest Mpungose en Johanna Sophie Mpungose

Kragtens 'n hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 8 Februarie 1994, sal die volgende eiendom op 18 Mei 1994 om 10:00, deur die Balju, Johriahof, Du Plessisweg 4, Florentia, per publieke veiling verkoop word:

Erf 925, Likole-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 925, Likole, Katlehong, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborg gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 33646/93

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

Saambou Bank Beperk versus Vusimusi Mervin Ponoane

Kragtens 'n hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 8 Februarie 1994, sal die volgende eiendom op 18 Mei 1994 om 10:00, deur die Balju, Johriahof, Du Plessisweg 4, Florentia, per publieke veiling verkoop word:

Erf 1538, Spruitview-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 1538, Spruitview-uitbreiding 1, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborg gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Otto Hayes, St Albanstraat 38, Brixton.

Saak 144/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SWARTRUGGENS GEHOU TE SWARTRUGGENS

In die saak tussen **Felix Julian**, handelende as Julians Construction Machinery, Eiser, en **Pieter Ignatius Engelbrecht**, Verweerder

Ter uitvoering van die uitspraak en vonnis toegestaan teen Eksekusieskuldenaar deur hierdie Agbare Hof op 12 Augustus 1993, en 'n lasbrief vir eksekusie uitgereik, sal die ondervermelde eiendom per openbare veiling aan die hoogste bieder verkoop word op die terme van voorwaardes wat ten tye van die verkoping deur die afslaer voorgelees word op Vrydag, 6 Mei 1994 om 10:00, te die perseel van die Landdroskantoor, Van Riebeeckstraat, Swarttruggens, naamlik:

Sekere: Gedeelte 12 van Erf 219, Rodeon, Registrasieafdeling JP, Transvaal, groot 1,0706 (een komma nul sewe nul ses) hektaar, gehou kragtens Akte van Transport T15561/91, onderhewig aan die voorwaardes en serwitute daarin vermeld.

Terme: Die koper sal na afloop van die veiling 10% (tien persent) van die koopsom en afslaersgelde in kontant aan die Balju van die Hof betaal, en sekuriteit stel vir die balans van die koopsom by wyse van lewering van 'n aanvaarbare bank- of bouverenigingwaarborg binne 14 (veertien) dae na afloop van die veiling.

Voorwaardes: Volledige verkoopvoorwaardes sal ter insae lê ten kantore van die Geregebode, Jan van Riebeeckstraat en E. G. Cooper & Seuns, Cooper Huis, St. Andrewstraat, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein op hierdie 11de dag van April 1994.

E. G. Cooper & Seuns, Posbus 27, Bloemfontein, 9300. (Verw. N. C. Oosthuizen.)

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

Saambou Bank Beperk versus James Million Mkhabela

Kragtens 'n hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 8 Februarie 1994, sal die volgende eiendom op 18 Mei 1994 om 10:00, deur die Balju, Johriahof, Du Plessisweg 4, Florentia, per publieke veiling verkoop word:

Erf 1439, Likole-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 1439, Likole, Katlehong, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborges gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Gedateer hierdie 11de dag van April 1994.

Otto Hayes, St Albansstraat 38, Brixton.

Case 10043/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Peter David Alexander Crane**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 21 October 1993, the property listed hereunder will be sold in execution on Wednesday, 18 May 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni:

Erf 594, Crystal Park Township, Registration Division IR, Transvaal, measuring 1 063 (one thousand and sixty-three) square metres, known as 5 Eloff Street, Crystal Park, Benoni.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: Single storey brick and plaster residence under tiled roof, consisting of three bedrooms, two bathrooms, two toilets, lounge, dining-room, kitchen, single garage, outside toilet, outside walling and paving.

The material conditions of sale are:

(a) The sale will be held by public auction and subject to the other conditions of sale without reserve and will be voet-stoots.

(b) Immediately after the auction, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Courts Office, 215 Arcadia, 84 Princes Avenue, Benoni.

(c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (if applicable) and will obtain an electrical installation certificate of compliance under Act No. 6 of 1983.

(d) The purchase price shall be paid as to 10% (ten per centum) thereof or if the purchase price is less than R10 000 (ten thousand rand) then the total purchase price simultaneously with the signature of the conditions of sale. The balance of the purchase price together with interest at the current rate referred to in the warrant of execution on the amount of the Plaintiff's claim (and in the event of there being any preferent creditor/s then the highest interest rate payable upon the preferent creditor's claim with the highest preference and/or claim) from the date of sale to the date of transfer shall be secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. Provided that if the Plaintiff or any other bondholder is entitled to a higher rate of interest, then that rate shall be applicable. The guarantee shall be delivered by the purchaser to the Sheriff, or upon the Sheriff's instructions to the Plaintiff's conveyancers, within 14 (fourteen) days of the date of sale and shall provide for the payment on registration of transfer of the property of the full balance and any such interest payable as aforesaid provided that if the Plaintiff be the purchaser, then no deposit or guarantee will be necessary and the Plaintiff shall pay the full purchase price plus interest to the Sheriff of the Court in cash against transfer.

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

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

Dated at Benoni on this the 13th day of April 1994.

G. Müller, for Connack Müller & Co., Plaintiff's Attorneys, Cedvic House, 94 Princes Avenue, Benoni. (Ref. Mrs Brown/BP211.)

Case 12536/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Leseur Emil Oosthuizen**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 2 November 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 16 May 1994 at 10:00, at the office of the Sheriff, 72 Joubert Street, Du Pisanie Building, Germiston, to the highest bidder:

Certain: Erf 19, Meadowbrook Township, situated on 20 Goodman Street, Meadowbrook, Edenvale, in the Township of Meadowbrook, Edenvale, District of Germiston, measuring 991 (nine hundred and ninety-one) square metres.

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

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

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

Dated at Germiston on this the 12th day of April 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00034/Mrs Teixeira.); c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, Germiston.

Case 4162/92

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

In the matter between **First National Bank of Southern Africa Limited** (Reg. No. 05/01225/06), Plaintiff, and **Alan Wesley Millar**, First Defendant, and **Elizabeth Millar**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 30 December 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 25 May 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: Erf 1441, Crystal Park Extension 2, situated on 28 Oriole Crescent, in the Township of Crystal Park Extension 2, District of Benoni, measuring 803 (eight hundred and three) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms, two w.c.'s, single garage, servant's room, bathroom with w.c. and a swimming-pool.

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 12th day of April 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Teixeira/B0654F.)

Saak 3077/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk**, Eiser, en **C. V. N. Pretorius**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 10 Maart 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 18 Mei 1994 om 10:00:

Gedeelte 1 van Erf 212, geleë in die dorpsgebied Lyttelton Manor, Registrasieafdeling JR, Transvaal, groot 1 744 (eenduisend sewehonderd vier-en-veertig) vierkante meter (beter bekend as Hans Strydomlaan 142, Lyttelton Manor):

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:

'n Vierslaapkamerwoonhuis met sitkamer, eetkamer, kombuis, twee en 'n half badkamers, opwaseenheid, TV-kamer, kroeg, trappe en enkelgarage.

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-waarborg 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 14de dag van April 1994.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR48010.)

Saak 23656/93

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

In die saak tussen **De Wildt Township BK**, Eiser, en **Kreylingspost BK** (No. 88/03085/23), Verweerder

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 6 Mei 1994 om 08:30, te die Baljukantoor, Ludorfstraat 46, Brits, ter voldoening aan die vonnis wat die Eiser in bogemelde aangeleentheid verkry het teen die Verweerder op 8 Februarie 1994, welke verkoping in eksekusie onderhewig sal wees aan die verkoopvoorwaardes wat ter insae sal lê by die Balju, Brits, by bogenoemde adres, te wete:

Sekere: Gedeelte 35 ('n gedeelte van Gedeelte 22), van die plaas Kreylingspost 425, Registrasieafdeling JQ, Transvaal, groot 4,8145 (vier komma agt een vier vyf) hektaar, gehou kragtens Akte van Transport T51109/89.

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

Die verkoopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant op die datum van die verkoping betaalbaar aan die Balju en die balans op datum van registrasie van die transport verseker te word deur 'n waarborg van die bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 30 (dertig) 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 26% (ses-en-twintig persent) per jaar en aan die verbandhouer Een 26% (ses-en-twintig persent) per jaar op die onderskeie bedrae van die toekenning aan die Eiser en die verbandhouer in die distribusieplan, vanaf die verloop van een maand na die verkoping tot datum van transport.

Die verkoopvoorwaardes sal beskikbaar wees vir insae te die Balju van die Hooggeregshof, Brits.

Geteken te Pretoria op hierdie 23ste dag van Maart 1994.

P. D. S. Goosen, vir Wilsenach Van Wyk Goosen & Bekker Ing., Prokureur vir Eiser, Sanlamsentrum 1115, Andriesstraat, Pretoria. (Tel. 322-6951.) (Verw. mnr. Goosen/CVN/L473.)

Case 18488/93

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

In the matter between **Ebel Creations (Pty) Ltd**, Plaintiff, and **K. C. Mohideen**, Defendant

Kindly take notice that in pursuance of a judgment in the Supreme Court of South Africa (Transvaal Provincial Division) a writ of attachment dated 14 January 1994, the property listed hereunder, namely:

Portion 1 of Holding 145, Glen Austin AH, Registration Division JR, Transvaal, also known as 145 Allen Road, Midrand, will be sold in execution on 11 May 1994 at 14:30, at Unit 2, Northview, 45 Richards Drive, Halfway House.

The material conditions of sale are:

1. The property shall be sold to the purchaser for the amount offered by the highest bidder to the Sheriff and accepted by the Sheriff subject to the conditions of rule 46 of the Supreme Courts Act, and the conditions of sale.

2. Payment of the purchase price shall be made by way of a deposit of 10% (ten per cent) plus the Sheriff's commission on the date of the sale. The balance plus interest shall be payable or guaranteed by way of a bank or building society or other acceptable guarantee, within 21 (twenty-one) days after the date of sale.

3. The purchaser shall be liable for all transfer costs, including transfer duty, municipal taxes, which may include overdue taxes and legal costs, plus the attorney and Sheriff's costs connected with the sale.

4. The property is sold voetstoots subject to the conditions of title, servitudes, town-planning scheme, and no guarantees are given regarding the extent, patent or latent defects, eviction, the correctness of the description of the property, the improvements thereon or the zoning thereof.

5. The sale shall lapse should the purchaser fail to comply with any of the conditions of the sale, in which event he shall be liable for wasted costs and damages.

6. The conditions of sale shall lie open for inspection at the office of the Sheriff of Halfway House and will be read immediately prior to the sale in execution.

Dated at Pretoria this 12th day of April 1994.

Asger Gani, Suite 203, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria. (Tel. 323-6460/1.) (Ref. Mr Gani/K3/124.)

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

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

Ingevolge 'n vonnis toegestaan en 'n lasbrief vir eksekusie gedateer 17 November 1993, word die volgende eiendom deur die Balju op 13 Mei 1994 om 11:00, verkoop by die Baljukantoor, Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord, tot die hoogste aanbod:

Sekere Erf 1867, in die dorpsgebied Doornpoort-uitbreiding 1, Registrasiegedeelte JR, Transvaal, groot 989 vierkante meter, geleë Dias Place 36, Doornpoort-uitbreiding 1.

Voorwaardes van verkoping:

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

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

Beskrywing van eiendom: Huis: Sitkamer, eetkamer, spens, kombuis, drie slaapkamers, twee badkamers, twee toilette, stort en aantrekkamer.

Buitegeboue: Toilet.

Ander verbeteringe: Binnehof, mure en patio.

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

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

Gedateer te Pretoria.

Shapiro & Vennote Inc., Derde Verdieping, Shapirogebou, Bureauaan, Pretoria. (Verw. T. Kartoudes/MB/N959); p.a. Jacobson & Levy, Derde Verdieping, Unitedgebou, Gerrit Maritzstraat, Pretoria-Noord. (Verw. mev. Hugo/R388.)

Saak 22527/93

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

In die saak tussen **ABSA Bank Beperk** (handeldrywende as Volkskas Bank), Eiser, en **Mathilda Hilton**, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Halfway House/Alexandra te Northview 2, Richardsrylaan 45, Halfway House, gehou op 11 Mei 1994 om 14:30, volgens voorwaardes wat nou by die kantore van die Balju, Halfway House te Northview 2, Richardsrylaan 45, Halfway House, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Gedeelte 4 van Erf 6, Kelvin-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 2 192 (tweeënhonderd twee-en-negentig) vierkante meter, gehou kragtens Akte van Transport T37348/90, hierdie eiendom is geleë te Oldensway 43, Kelvin.

Die volgende verbeterings is op die eiendom aangebring: Ingangsportaal, sitkamer, eetkamer, gesinskamer, kombuis, vier slaapkamers, twee badkamers, drie motorafdakke, bediendekamer, toilet, granny flat met drie kamers, kombuis, stort en toilet.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme:

1. Die eiendom word verkoop sonder 'n reserweprys.

2. 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar. Vir die restant van die koopprys moet waarborge gelewer word binne 14 dae aan die Balju.

3. Die koper betaal kommissie aan die Balju.

4. Die eiendom word voetstoots verkoop.

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

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/an/A794.)

Saak 18981/93

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

In die saak tussen **ABSA Bank Beperk** (handeldrywende as Allied Bank), Eiser, en **Mzamane William Manganyi**, Eerste Verweerder, en **Ntlhopiseng Pauline Manganyi**, Tweede Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Wonderboom te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), Pretoria op 13 Mei 1994 om 11:00, volgens voorwaardes wat nou by die kantore van die Balju, Wonderboom te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 1708, Blok BB, PB43/1989, geleë in die Streeksverteenvoort Ontwikkelings Assosiasie Gebied Soshanguve, groot 236 (tweehonderd ses-en-dertig) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag 47/91, hierdie eiendom is geleë te 1708, Blok BB, Soshanguve, 0152.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, drie slaapkamers, en badkamer.

Konstruksie: Baksteen onder met teëls komposisie bord, vinyl teëls en matte met 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 15de dag van April 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. EG/M. Mare/A753.)

Saak 19361/93

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

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Bpk.**, Eiser, en **Kyriakoula Thomaidis**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 8 Februarie 1994, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op Vrydag, 13 Mei 1994 om 11:00:

Gedeelte 32 van die gekonsolideerde plaas Onderstepoort 266, Registrasieafdeling JR, Transvaal, grootte 9,3007 hektaar, gehou kragtens Akte van Transport T28402/1968.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (ou Warmbadpad, Bon Accord, net noord van Sasko Meule), Pretoria-Noord.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring, alhoewel geen waarborg daartoe verskaf word nie: 'n Onverbeterde plaas met twee ontoegeruste boorgate.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Wonderboom, te bogemelde adres, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 12de dag van April 1994.

D. Pieterse, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. D. Pieterse/F.7968.)

Case 19253/93

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

In the matter between **The South African Reserve Bank**, Plaintiff, and **Jan Hendrik Nieuwenhuys**, First Defendant, and **Catharina Aletta Nieuwenhuys**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Wonderboom, at Portion 83, De Onderstepoort, old Warmbaths Road (just north of Sasko Mills), Bon Accord, on 13 May 1994 at 11:00, upon conditions which may now be inspected at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort, old Warmbaths Road (just north of Sasko Mills), Bon Accord, and which will be read by him at the time of the sale, of the following property owned by Defendants:

Remaining Extent of Erf 67, situated in Wolmer Township, Registration Division JR, Transvaal, measuring 1 276 (one thousand two hundred and seventy-six) square metres, held by the Defendants under Deed of Transfer T55891/1984.

This property is situated at 490 Jopie Fourie Street, Wolmer, Pretoria North, Transvaal.

The property is improved as follows: Lounge, two bedrooms, bathroom/toilet, kitchen and small store-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 thirty (30) days from the date of sale.

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

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/lm.)

Saak 25130/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Transnet Beperk**, Eiser, en **Swazi Johannes Nkosi**, Eerste Verweerder, en **Selie Liesbeth Nkosi**, Tweede Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 8 Februarie 1994 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Belfast, op 20 Mei 1994 om 10:00, te Landdroskantoor Belfast, Van Riebeeckstraat, Belfast, verkoop:

Sekere Erf 220, Emthonjeni-dorpsgebied, Registrasieafdeling JT, Transvaal, met straatadres te Perseel 220, Emthonjeni, Machadodorp, groot 300 (driehonderd) vierkante meter.

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

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 Victor W. Weimar, Kantoor van die Balju, Hooggeregshof, Vermootenstraat, Belfast.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) (Verw. mnr. De Klerk/ns/SA0156/T35.)

Saak 9399/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk**, Eiser, en **Choice Housing Project**, Eerste Verweerder, en **I. E. Terblanche**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 2 Junie 1993, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Oos, te Strubenstraat 142, Pretoria, aan die hoogste bieder, op 18 Mei 1994 om 10:00:

Erf 31, geleë in die Maroelana-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 1 334 (eenduisend driehonderd vier-en-dertig) vierkante meter (beter bekend as Pinasterstraat 52, Maroelana).

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf, maar nie gewaarborg nie: 'n Leë erf.

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-Oos.

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

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlam-sentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR38015.)

Saak 16158/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk**, Eiser, en **Choice Housing Project**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 28 Mei 1993, uitgereik deur die bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Oos, te Strubenstraat 142, Pretoria, aan die hoogste bieder op 18 Mei 1994 om 10:00:

Erf 32, geleë in die dorpsgebied Maroelana, Registrasieafdeling JR, Transvaal, groot 1 554 (eenduisend vyfhonderd vier-en-vyftig) vierkante meter, bekend as Pinasterstraat 50, Maroelana.

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:

Vierslaapkamerwoonhuis met sitkamer, eetkamer, kombuis, twee badkamers, twee storte, TV-kamer, ingangsportaal, twee motorhuise en met volvloermatte.

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-Oos.

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

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR38020.)

Case 1205/94

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Michael Baragwanath**, First Defendant, and **Joyce Denise Baragwanath**, 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, 13 May 1994 at 11:00:

Erf 170, situated in the Township Sinoville, Registration Division JR, Transvaal, measuring 1 263 square metres, known as 150 Anton Street, Sinoville.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, two bathrooms, two garages, staff-room 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-401311/JAA/J. S. Herbst.)

Case 8891/92

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Shale Jonathan Mofokeng**, First Defendant, and **Phillipine Mathoto Mofokeng**, 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, 13 May 1994 at 11:00:

All right, title and interest in the leasehold in respect of Erf 9128 (formerly Erf 1638), in the Township Mamelodi Extension 2, Registration Division JR, Transvaal, measuring 308 (three hundred and eight) square metres, known as ROW Erf 9128, formerly Erf 1638, Mamelodi Extension 2.

Particulars are not guaranteed.

Dwelling-house with dining-room, kitchen, 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/B-404846(355510)/JAA/M. Oliphant.]

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Hendrik Christoffel Bernard**, First Defendant, and
Susanna Maria Barnard, 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, 13 May 1994 at 11:00:

Erf 1151, situated in the Township Theresapark Extension 2, Registration Division JR, Transvaal, measuring 991 square metres, known as 132 Pelsrob Street, Theresapark Extension 2.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, two bathrooms, toilet, garage and toilet.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-392375/JAA/M. Oliphant.)

Saak 183/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **Benny Legodi**, 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 13 Mei 1994 om 11:00, per publieke veiling deur die Balju, Soshanguve, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, verkoop word:

1437 Blok GG, Soshanguve, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Grondbrief TL2127/90, grootte 300 (driehonderd) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserve.
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.

Geteken te Soshanguve hierdie 23ste dag van Maart 1994.

Haupt & Gerneke, p.a. Blok 489, Soshanguve. (Tel. 546-6613.) (Verw. mev. Snyman/EB0290.)

Saak 837/91

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **Hezekiah Bhutana 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 13 Mei 1994 om 11:00, per publieke veiling deur die Balju, Soshanguve, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, verkoop word:

1002 Blok GG, Soshanguve, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Grondbrief TL1260/89, grootte 300 (driehonderd) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserve.
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.

Geteken te Soshanguve hierdie 23ste dag van Maart 1994.

Haupt & Gerneke, p.a. Blok 489, Soshanguve. (Tel. 546-6613.) (Verw. mev. Snyman/EB0247.)

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Dupra Eiendomme Close Corporation**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 18 May 1994 at 10:00, at the offices of the Sheriff of the Supreme Court, 11 Teak Avenue, Klerksdorp:

Portion 194 (a portion of Portion 59), of the farm Elandsheuvel 402, Registration Division IP, Transvaal, measuring 9,4966 hectare, held by the Defendant under Deed of Transfer T38692/89.

Situate: From Klerksdorp travel along Michael Street Wilkoppies (directly adjacent to Saamtrek Primary School). Take first dirt road to the left and after approximately 250 metres enter gate which is the entrance to the property.

The following information is furnished, though in this respect nothing is guaranteed: A steel construction shed, approximately 240 square metres. Enclosed with brickwork with two large double doors and a galvanized iron roof.

Outside servant's room with toilets for male and female.

Water tank on a steel construction with a borehole on which a mono pump is mounted equipped with a Lister engine (not operated for some time).

Terms: Ten per cent (10%) of the purchase price in cash on the day of the sale, the balance against transfer, to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 30 (thirty) days after the date of the sale.

Conditions: The conditions of sale may be inspected at this office or at the office of the Sheriff, Supreme Court, Klerksdorp.

J. Meyer, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. M340833/vb.)

Saak 648/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELFAST GEHOU TE BELFAST

In die saak tussen **Munisipaliteit Machadodorp**, Eiser, en **George S. Findlay**, Verweerder

Ingevolge 'n vonnis van die bogenoemde Agbare Hof gedateer 14 Desember 1993 en lasbrief vir eksekusie gedateer 15 Februarie 1994, sal die eiendomme hieronder genoem in eksekusie verkoop word op 29 April 1994 om 10:00, by die gemelde eiendomme aan die hoogste bieder:

1. Sekere Erf 279, geleë in die dorpsgebied Machadodorp, Registrasieafdeling JT, Transvaal, groot 1 983 vierkante meter, gehou kragtens Akte van Transport T7982/1927, vir Residensiële doeleindes.

2. Sekere Erf 280, geleë in die dorpsgebied Machadodorp, Registrasieafdeling JT, Transvaal, groot 1 487 vierkante meter, gehou kragtens Akte van Transport T7981/1927, vir Residensiële gebruik.

3. Sekere Erf 327, geleë in die dorpsgebied Machadodorp, Registrasieafdeling JT, Transvaal, groot 1 487 vierkante meter, gehou kragtens Akte van Transport T7980/1927, vir Residensiële gebruik.

4. Sekere Erf 330, geleë in die dorpsgebied Machadodorp, Registrasieafdeling JT, Transvaal, groot 1 487 vierkante meter, gehou kragtens Akte van Transport T7979/1927, vir Residensiële gebruik.

Onderhewig aan die voorwaardes soos vermeld in bogenoemde aktes.

Die eiendomme is onverbeterd.

Terme:

1.1 10% (tien persent) van die volle koopsom onmiddellik by aangaan van die koop.

1.2 Ten opsigte van die balans betaalbaar teen registrasie van transport, moet 'n bank- of bougenootskapwaarborg of ander aanneembare waarborg binne 21 (een-en-twintig) dae vanaf die datum van verkoping ten gunste van die Balju, Belfast en betaalbaar te Machadodorp verskaf word. Die koper sal afslaersgelde betaal bereken teen normale koers.

1.3 Onmiddellik na verkoping sal die koper die verkoopvoorwaardes onderteken wat ter insae lê by die kantoor van die Balju, Belfast.

Geteken te Machadodorp op hierdie 29ste dag van Maart 1994.

P. A. Eloff, vir Eloff Prokureurs, Vermootenstraat 90, Belfast, en/of Generaal Smitstraat 4, Machadodorp; Posbus 37, Machadodorp, 1170.

Saak 1130/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **J. F. Bortz**, Eiser, en **C. J. Petersen**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof, Rustenburg en 'n lasbrief vir eksekusie gedateer 11 Maart 1994 in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word voor die Landdroskantore, Rustenburg, op 6 Mei 1994 om 10:00 van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju, Rustenburg, en die Klerk van die Hof, Landdroshof, Rustenburg, voor die verkoping ter insae sal lê:

Sekere Erf 114, in die dorpsgebied Cashan-uitbreiding 2, Registrasieafdeling JQ, Transvaal, groot 2 163 (twee een ses drie) vierkante meter, gehou kragtens Akte van Transport T50698/83.

Die volgende besonderhede word verskaf maar nie gewaarborg nie:

Woonhuis met buitegeboue, vier slaapkamers, eetkamer, sitkamer, TV-kamer, kombuis, volledige woonstel, twee badkamers, swembad en drie motorhuise.

Terme: Tien persent (10%) van die verkoopprijs en afslaersgelde in kontant op die dag van die verkoping en die balans plus rente teen registrasie van transport. Ten opsigte van die balans moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 14 dae vanaf verkoping verskaf word.

Saak 1131/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **A. J. Bortz**, Eiser, en **C. J. Petersen**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof, Rustenburg en 'n lasbrief vir eksekusie gedateer 11 Maart 1994 in bogemelde saak sal 'n verkoping sonder 'n reserweprijs gehou word voor die Landdroskantore, Rustenburg, op 6 Mei 1994 om 11:00 van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju, Rustenburg, en die Klerk van die Hof, Landdroshof, Rustenburg, voor die verkoping ter insae sal lê:

Sekere Erf 114, in die dorpsgebied Cashan-uitbreiding 2, Registrasieafdeling JQ, Transvaal, groot 2163 (twee een ses drie) vierkante meter, gehou kragtens Akte van Transport T50698/83.

Die volgende besonderhede word verskaf maar nie gewaarborg nie:

Woonhuis met buitegeboue, vier slaapkamers, eetkamer, sitkamer, TV-kamer, kombuis, volledige woonstel, twee badkamers, swembad en drie motorhuise.

Terme: Tien persent (10%) van die verkoopprijs en afslaersgelde in kontant op die dag van die verkoping en die balans plus rente teen registrasie van transport. Ten opsigte van die balans moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 14 dae vanaf verkoping verskaf word.

Case 23424/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Mxotwe Jan Ntuli**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the Magistrate's Court on Wednesday at 11:00 of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Erf 1871, situated in the Town of Siyabuswa 3, in the District of Mdujtana, in extent 1 207,50 (one thousand two hundred and seven comma fifty) square metres, held by Deed of Transfer 30/89.

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

1. Supermarket building brick under flat iron roof approximately 230 square meters divided internally to provide an office and two store-rooms, and a supermarket.

2. *Outbuildings:* Brick under iron approximately 25 square meters and divided into two rooms.

3. Toilet.

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

Dated at Pretoria this 15th day of April 1994.

V. Pieri, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. VP/ma/S1711/92.)

Saak 779/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Carissima Hattingh**, Verweerder

Neem kennis dat in terme van 'n vonnis van bogenoemde Hof en 'n lasbrief vir Beslaglegging gedateer 8 Februarie 1994, die ondervermelde eiendom in eksekusie verkoop sal word op Woensdag, 4 Mei 1994 om 10:00, te:

Kantoor van die Balju, Pretoria-Suid, Strubenstraat 142, Pretoria.

Die eiendom wat aldus te koop aangebied sal word, is:

(a) Deel 6, geleë in die gebou of geboue bekend as Prinsengracht geleë in die dorpsgebied van Eldoraigne, Registrasieafdeling JR, Transvaal, groot 84 (agt vier) vierkante meter.

(b) 'n onverdeelde aandeel in die eiendom van die land en gebou of geboue soos aangetoon en meer volledig beskryf in die Deelplan (die gemeenskaplike eiendom) toegedeel aan die genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST119/90(6) Unit ook bekend as Prinsengrachtwoonstelle 6, Cradocklaan 19, Eldoraigne, Verwoerdburg.

Verbeterings: Sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer en enkel motorstaanplek.

Die konstruksie van die gebou: Steenmure, konstruksie-plafon, Viniel en matbedekking.

Die eiendom sal verkoop word onderhewig aan die verkoopvoorwaardes wat ter insae is by die kantoor van die Balju, Hooggeregshof van Pretoria-Suid.

Geteken te Pretoria hierdie 13de dag van April 1994.

J. J. S. du Preez, vir Couzyn Hertzog & Horak Ing., Prokureurs vir Eiser, Praetor Forum, Eerste Verdieping, Van der Walstraat 269, Pretoria. (Verw. J. du Preez/A196.)

Case 4535/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mmanose Annah Mazibuko N.O.**, First Defendant, and **Mmanose Annah Momakwe**, Second Defendant, and **Mamiki Angelina Momakwe**, Third Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and a warrant of execution dated 13 July 1993, the property listed hereunder will be sold in execution on Wednesday, 18 May 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the Leasehold in respect of Erf 10791, Daveyton Township, Registration Division IR, Transvaal, measuring 334 (three hundred and thirty-four) square metres, known as 10791 Lubedu Street, Daveyton, Benoni.

Registered in the name of Jacob Momakwe & Mmanose Annah Momakwe & Mamiki Angelina Momakwe.

The property is zoned Residential in terms of the relevant Town Planning Scheme.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: Main building: Bricks under asbestos residence comprising two bedrooms, bathroom, w.c., kitchen, lounge. Fencing: Wire. Plastered house with pitched asbestos roof. Neat garden.

The material conditions of sale are:

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

(b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Courts office, Benoni.

(c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (if applicable) and will obtain an electrical installation certificate of compliance under Act 6/1983 at his costs, if applicable.

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 and Value-Added Tax (if applicable) immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 16,75% (sixteen comma seventy-five per centum) per annum on the preferent creditors' claims as contemplated in Rule 43 (7) (a) of the rules of court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

Dated at Benoni on this the 8th day of April 1994.

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

Saak 2083/94

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Barbara Joyce Jeanette de Wet**, Verweerder

'n Verkoop word gehou te Balju, Wonderboom, Gedeelte 83 De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 13 Mei 1994 om 11:00 van:

Gedeelte 21 van die plaas Kromdraai 115, Registrasieafdeling JR, Transvaal, groot 8,5653 hektaar, gehou kragtens Akte van Transport T14729/90 (beter bekend as Plot 21, Kromdraai, Hammanskraal).

Besonderhede word nie gewaarborg nie.

'n Hoewe verbeter met 'n woonhuis bestaande uit 'n sitkamer, gesinskamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, waskamer, enkel motorhuis en twee motorafdakke.

Besigtig voorwaardes by Balju Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbad-pad, Bon Accord).

D. C. Beukes, vir Tim du Toit & Kie. Ingelyf. (Tel. 320-6753.) (Verw. Mej. Kriel.)

Saak 1196/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ELLISRAS GEHOU TE ELLISRAS

In die saak tussen **ABSA Bank** (United Divisie), Eiser, en **B. J. Vorster**, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie, sal die onderstaande eiendom verkoop word voor die Hofgebou van bostaande Hof op 24 Mei 1994 om 10:00, sonder reserwe, en aan die hoogste bieder:

Erf 215, in die dorp Ellisras-uitbreiding 2, Registrasieafdeling IQ, Transvaal, groot 1 665 vierkante meter, gehou kragtens Akte van Transport T33239/93 (hierna genoem die eiendom).

Verbeterings: (die korrektheid van die inligting en die verbeterings word nie gewaarborg nie). Drieslaapkamer steenhuis onder sinkdak met twee badkamers, kombuis, sitkamer, eetkamer en groot stoep/TV-kamer. Buitegeboue bestaan uit een motorhuis met stoorkamer en bediendekamer. Eiendom omhein.

Die vernaamste verkoopvoorwaardes van die verkoping is:

1. Tensy reëlings voor die verkoping met die Eiser getref is, sal die koper 'n deposito van 10% (tien persent) van die koopprys of R1 000 (eenduisend rand), wat ook al die meeste is, onmiddellik na die verkoping, in kontant betaal en vir die balans en rente, moet die koper die Balju binne 21 (een en twintig) dae na datum van verkoping, van 'n goedgekeurde bank- of bouvereniging waarborg voorsien.

2. Die eiendom word voetstoots te koop aangebied en is die verkoping onderhewig aan:

2.1 Die wet op Landdroshowe en die reëls daarvan;

2.2 die voorwaardes van die titelakte;

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

Geteken te Ellisras op hede hierdie 7de dag van April 1994.

M. P. van Staden, Theodore-gebou, Jacobusstraat, Ellisras, 0555. [Tel. (014) 763-2138/9.]

Case 4564/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **A. M. H. Labuschagne**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, district Alberton and writ of execution the property listed hereunder which was attached on 15 September 1993, will be sold in execution on Wednesday, 11 May 1994 at 10:00, in front of the Sheriff's Office, Alberton, 4 Du Plessis Street, Florentia, Johria Court, Alberton to the highest bidder.

Erf 1028, Alberton Extension 13 Township, Registration Division IQ, Transvaal, in extent 496 (four hundred and ninety-six) square metres, situated at 2 Reid Road, Florentia, Alberton.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached. Walls: Brick. Roof: Corrugated iron. Floor: Fitted carpets. Rooms: Lounge, dining, kitchen, three bedrooms, bathroom, toilet. Outbuildings: Single garage, two servants' quarters and toilet. Boundary: Concrete walls. Improvements: Security system, electric gate, swimming-pool, paving, walls.

Conditions of sale:

The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Alberton. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 11th day of April 1994.

De Villiers & Co., C/o Klopper Jonker Inc., First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton. (Tel. 907-9813.) (Ref. Mrs Van Zyl/N1794.)

Case 6654/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Gerhard Roux du Plessis**, First Defendant, and **Angelique Elize du Plessis**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, district Alberton and writ of execution the property listed hereunder which was attached on 13 December 1993, will be sold in execution on Wednesday, 11 May 1994 at 10:00, in front of the Sheriff's Office, Alberton, 4 Du Plessis Street, Florentia, Johria Court, Alberton to the highest bidder.

Erf 2009, Albertsdal Extension 7 Township, Registration Division IR, Transvaal, in extent 800 (eight hundred) square metres, situated at 60 Strydpoort Street, Albertsdal Extension 7, Alberton.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single storey dwelling, detached. Walls: Brick & plaster. Roof: Tiles. Floor: Fitted carpets & tiles. Rooms: Lounge, kitchen, three bedrooms, bathroom, toilet. Outbuildings: Single carports, store. Boundary: Concrete walls. Improvements: Paving, walls.

Conditions of sale:

The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Alberton. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 11th day of April 1994.

De Villiers & Co., C/o Kloppe Jonker Inc., First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton. (Tel. 907-9813.) (Ref. Mrs Van Zyl/N1938.)

Case 6085/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Penelope Cornelius**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Vereeniging, District of Vereeniging, and writ of execution the property listed hereunder which was attached on 24 September 1993, will be sold in execution on Friday, 27 May 1994 at 10:00, at the offices of the Sheriff, Magistrate's Court, Vereeniging, 41A Beaconfield Avenue, Vereeniging, to the highest bidder:

Portion 30 of Erf 6658, Ennerdale Extension 2 Township, Registration Division IQ, Transvaal, in extent 525 (five hundred and twenty-five) square metres, situated at 30 Hedera Avenue, Ennerdale Extension 2, Vereeniging.

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

Residence, single-storey dwelling, detached walls: Brick and plaster.

Roof: Tiles.

Floors: Fitted carpets and tiles.

Rooms: Lounge, dining, kitchen, three bedrooms, bathroom and toilet.

Outbuildings: None.

Boundary: Fenced.

Improvements: None.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Vereeniging, 41A Beaconfield Avenue, Vereeniging. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 11th day of April 1994.

De Villiers & Co., for Gys Louw & Partners, Russels Building, 54 President Kruger Street, Vanderbijlpark. (Docex 5.)

Case 127636/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Jan Marthinus Sebastian Cloete**, First Defendant, and **Elizabeth Cloete**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 13 April 1993, will be sold in execution on Friday, 20 May 1994 at 10:00, in front of the Magistrate's Court of Johannesburg, Fox Street Entrance, Johannesburg, to the highest bidder:

Erf 118, Ridgeway Township, Registration Division IR, Transvaal, in extent 877 (eight hundred and seventy-seven) square metres, situated at 23 Bangor Street, Ridgeway, Johannesburg.

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

Residence, single-storey dwelling, detached walls: Brick and plaster.

Floor: Fitted carpets and tiles.

Roof: Corrugated iron and tiles.

Rooms: Lounge, dining, kitchen, four bedrooms, two bathrooms, three toilets and shower.

Outbuildings: Two garages.

Boundary: Concrete walls.

Improvements: None.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, 100 Sherfield Street, Turffontein, for the Magistrate's Court, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 11th day of April 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/0334.) (Docex: DX.571.)

Case 64200/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Petrus Johannes Blignaut**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 9 September 1993 will be sold in execution on Friday, 20 May 1994 at 10:00, in front of the Magistrate's Court of Johannesburg, Fox Street Entrance, Johannesburg, to the highest bidder:

Erf 134, Naturena Township, Registration Division IR, Transvaal, in extent 800 (eight hundred) square metres, situated at 178 Malta Street, Naturena, Johannesburg.

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

Residence, single-storey dwelling, detached walls: Brick and plaster.

Floors: Fitted carpets and tiles.

Roof: Tiles.

Rooms: Lounge, dining, kitchen, three bedrooms, two bathrooms and two toilets.

Outbuildings: Garage and toilet.

Boundary: Concrete walls.

Improvements: Pre-cast walls, gates, swimming-pool and patio.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, 100 Sheffield Street, Turffontein, for the Magistrate's Court, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 11th day of April 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/0563.) (Docex: DX.571.)

KAAP • CAPE

Saak 138/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **ABSA Bank Beperk**, handeldrywend as Allied Bank, Eiser, en **Fabian Roger Clifford Visagie**, Verweerder

In navolging van 'n vonnis van bogemelde Agbare Hof gedateer 1 Maart 1994 en 'n lasbrief vir eksekusie teen onroerende eiendom gedateer 7 Maart 1994, gaan die ondergemelde vaste eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder te die Landdroskantore, De Aar, op Vrydag, 6 Mei 1994 om 10:00, naamlik:

Sekere: Erf 3813, De Aar.

Geleë: In die Munisipaliteit van De Aar, afdeling Phillipstown.

Groot: 467 vierkante meter.

Beter bekend as: Kweperstraat 3, De Aar.

Bestaande uit: 'n Woonhuis met sitkamer, drie slaapkamers, kombuis, badkamer/toilet en buitegeboue met 'n enkelmotorhuis en bediendekamer.

Verkoopvoorwaardes:

Die eiendom word verkoop sonder 'n reserweprys en is 10% (tien persent) van die koopprys betaalbaar in kontant onmiddellik na die verkoping en die balans van die koopprys moet gewaarborg word binne 'n redelike tydperk, met 'n goedgekeurde bank- of bouverenigingwaarborg, binne 'n redelike tydperk.

Verdere verkoopvoorwaardes kan besigtig word by die kantore van die Balju, De Aar.

Coetzee & Honiball, Prokureurs vir die Eiser, Chapelstraat, Kimberley.

Case 7624/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank Limited, versus, **Andrew David van der Merwe**, and **Eudece Philda van der Merwe**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Monday, 9 May 1994 at 09:00:

Erf 757, Blue Downs, in the Local Area of Blue Downs, in extent 150 (one hundred and fifty) square metres, held by Deed of Transfer T62458/92 and situated at 11 Baden Lane, Silversands, Kuils River, 7580.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

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

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z20254.)

Case 1211/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **ABSA Bank Limited (United Bank Divisions)**, Plaintiff, and **Bell-Vinhas Property Investment CC**, Defendant

In pursuance of a judgment given in the Supreme Court of South Africa (Cape of Good Hope Provincial Division) and a writ of execution dated 5 January 1994, a sale in execution will take place on Monday, 9 May 1994 at 11:00, at Stand 744, William Avenue, Pringle Bay, of:

Certain: Erf 744, in the Local Area of Pringle Bay, Cape Division.

Measuring: 649 (Six hundred and forty-nine) square metres.

Held: By the Execution Debtor under Deed of Transfer T3915/92.

The property is an undeveloped stand.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Supreme Courts Act, No. 59 of 1959, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds.

2. Ten per cent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance of the purchase price, together with interest thereon at the current building society rate, is to be paid against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Supreme Court for the District of Caledon who shall be the auctioneer.

Dated at Cape Town this 29th day of March 1994.

T. A. Goldschmidt, for MacCallums, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/lh.)

Case 2788/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Elva Desire Ellis N.O.**, in her capacity as the Master's Representative of the estate late **Jack Benjamin Ellis**, Defendant

The undermentioned property will be sold in execution by public auction at the mortgaged premises on Wednesday, 11 May 1994 at 11:00, to the highest bidder, namely:

Erf: 86364, Cape Town at Muizenberg, in the Municipality of Cape Town, Cape Division.

In extent: 1 487 square metres.

Held by: Deed of Transfer T11113/59.

Situated at: Erf 86364, Ronleigh Road, Muizenberg.

1. The following improvements on the property are reported, but nothing guaranteed, namely: An undeveloped erf.

2. *Payment:* Ten per centum (10%) of the purchase price in cash or by means of a bank or building society guaranteed cheque on the day of the sale and the balance together with interest thereon at the rate of 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.

3. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrates Court, 131 St Georges Street, Simonstown.

Dated at Claremont this the 28th day of March 1994.

T. M. Chase, for Buchanan Boyes Thompson Smithers Inc., Third Floor, St Georges Centre, 13 Hout Street, Cape Town. (Tel. 231-400.)

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

In the matter between **First National Bank of SA Ltd**, Plaintiff, and **Anthony Sydney Brown**, First Defendant, and **Cecilia Elizabeth Brown**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 4 December 1992, the under mentioned property will be sold in execution at the Magistrate's Court, Bellville, on Thursday, 19 May 1994 at 11:00:

Erf 1809, Delft, in the Local Area of Blue Downs, Administrative District of the Cape, measuring 281 (two eight one) square metres, comprising of lounge, dining-room, two bedrooms, bathroom, toilet, kitchen, garage, under tiled roof and known as 31 Rosendal Street, Voorbrug, Delft.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.
2. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.
3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow on this the 29th day of March 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 335/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited *versus* **Mr Clive Desmond Roodt** and **Anneita Rosaline Roodt**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Monday 9 May 1994 at 09:00:

Erf 1245, Kleinvlei, in the Melton Rose Local Area, in extent 452 (four hundred and fifty-two) square metres, held by Deed of Transfer T53337/87 and situated at 39 Lacus Street, Kleinvlei, Eerste River, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.
2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising of lounge, kitchen, three bedrooms, bathroom and w.c.
3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on 23 March 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP W17073.)

Case 9855/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited *versus* **Mr Dennis Oppelt** and **Chrismaur Ziervogel**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Monday 9 May 1994 at 09:00:

Erf 2266, Eerste River, in Lower Kuils River 1, Local Area, in extent 420 (four hundred and twenty) square metres, held by Deed of Transfer T49251/89 and situated at 35 Arniston Crescent, High Places, Eerste River, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.
2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising of lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on 23 March 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z21108.)

Case 5/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as Allied Bank *versus* **Mr Monroe Ford and Charmain Elizanne Joanne Rhodes**

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 9 Admirals Way, Anchorage Park, Gordons Bay, 7150, on Wednesday, 11 May 1994 at 10:00:

Erf 3292, Gordons Bay, in the Municipality of Gordons Bay, in extent 513 (five hundred and thirteen) square metres, held by Deed of Transfer T37331/93 and situated at 9 Admirals Way, Anchorage Park, Gordons Bay, 7150.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Strand.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising of lounge/dining-room, kitchen, two bedrooms, bathroom and w.c.

3. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on 22 March 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z23479.)

Case 64176/91

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

In the matter between **Bankorp Limited**, Execution Creditor, and **R. Beyleveld**, Execution Debtor

The following property will be sold in execution at the premises, namely 7 Lynwood Road, Newlands, on Monday, 16 May 1994 at 12:00, to the highest bidder:

Certain Erf 50694, Cape Town, at Claremont, Municipality of Cape Town, Cape Division, in extent 679 (six hundred and seventy-nine) square metres, held by Deed of Transfer T54437/88, also known as 7 Lynwood Road, Newlands.

1. The sale will be 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 deeds of the property in so far as same are applicable.

2. The following improvements on the property are reported but nothing is guaranteed: *Dwelling*: Brick walls, tiled roof, three bedrooms, kitchen, bathroom, toilet, lounge, dining-room, garage (incomplete).

3. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance plus interest at the current rate of 21,25% (twenty-one comma two five per centum) per annum, (calculated on the Judgment Creditor's claim from the date of sale to date of transfer) against registration of transfer, which amounts are to be secured by an approved guarantee of a deposit-taking institution, to be delivered within 14 days after sale.

4. *Conditions*: The full conditions of sale will read out by the Sheriff immediately prior to the sale and may be inspected at the offices of the Sheriff, Wynberg.

Dated at Cape Town on this the 29th day of March 1994.

Van Dyk Potgieter Marais, Judgment Creditor's Attorneys, First Floor, First National Bank Building, 57 Strand Street, Cape Town. (Tel. 26-2670.) (Ref. F. C. Dorey/ed/01 50475.)

Case 857/92

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Wilhelm Mauritz Krüger**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Stellenbosch, and warrant of execution dated 5 November 1993, the following property will be sold in execution at the premises namely 8 Soeteweide Street, Stellenbosch, on 10 May 1994 at 11:00, to the highest bidder:

Erf 2362, Stellenbosch, situated in the Municipality and Division of Stellenbosch, measuring 970 (nine hundred and seventy) square metres, held by Deed of Transfer T812/1991, also known as 8 Soeteweide Street, Stellenbosch, Cape.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: Entrance hall, kitchen, pantry, five bedrooms, bathroom/shower, two separate w.c.'s, covered stoeps, outbuildings and detached single garage with two rooms and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the balance thereof together with interest at the current rate of 16,75% (sixteen comma seven five 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 of the Magistrate's Court immediately prior to the sale may be inspected at his office.

Meintjes & Champion, Attorneys for the Judgment Creditor, Second Floor, United Building, Plein Street, Stellenbosch.

Case 318/94

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

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Michael Victor Schrieff**, First Defendant, and **Colleen Juanita Schrieff**, Second Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the premises of the immovable property commonly known as 78 Sundown Drive, Turfhall, Ottery, on Tuesday, 10 May 1994 at 10:00, namely:

Erf 3490, Ottery, situated in the Local Area of Ottery, Cape Division, in extent 450 (four hundred and fifty) square metres, held by Deed of Transfer T28817/1993 dated 30 March 1993, commonly known as 78 Sundown Drive, Turfhall, Ottery, which property is said, without warranty as to the correctness thereof, to comprise single dwelling, brick walls under tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom, toilet and garage.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.

2. One-tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. *The following improvements are on the property:* Single dwelling, brick walls under tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom, toilet and garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town on this the 4th day of March 1994.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.)
(Ref. Mrs P. Waters/jm 20247.)

Saak 3146/93

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen **Nedperm Bank Beperk**, Eiser, en **Mnr. M. D. & Mev. K. Smith**, Verweerders

Ter uitvoering van 'n vonnis van bogemelde Landdroshof, gedateer 14 September 1993, in bogemelde aangeleentheid sal die eiendom, bekend as Erf 8519, Pinestraat 5, Cloeteville, Stellenbosch, per publieke veiling aan die hoogste bieder verkoop word by Pinestraat 5, Cloeteville, Stellenbosch, op 17 Mei 1994 om 10:00, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Geregsbode te Stellenbosch, en wat deur die afslaer van die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

(a) Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook onderworpe aan die bepalings van Wet No. 3 van 1966, soos gewysig, en Wet No. 36 van 1966, soos gewysig;

(b) een tiende ($\frac{1}{10}$) van die koopprys sal betaal word in kontant of by wyse van 'n bankgewaarborgde tjek op die dag van die verkoping en die balans in kontant teen registrasie van die transport;

(c) die koper sal verantwoordelik wees vir die betaling van alle transportkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende koste; en

(d) besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

Eiendom: Erf 8519, Stellenbosch, in die munisipaliteit en afdeling Stellenbosch, groot 269 (twee honderd nege-en-sestig) vierkante meter, gehou deur die Verweerders kragtens Transportakte T54367/87 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Twee slaapkamers, badkamer, kombuis, sitkamer, enkelvlakhuis, spitsasbesdak, geen motorhuis, draadomheining, nie losstaande huis nie, grond 200 vierkante meter, meer as 15 jaar oud.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Stellenbosch op hierdie 29ste dag van Maart 1994.

G. J. Erasmus, vir Cluver Markotter, S. A. Permanentegebou, Pleinstraat 4, Stellenbosch, 7600. (Verw. GJE/TL/29786.)

Saak 11245/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Boland Bank Bepers**, Eiser, en **Willie Jacobs**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 27 September 1993, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 27 Mei 1994 om 10:00, op die perseel te Piet-my-Vroustraat 11, Kuilsrivier (ook bekend as Tarentaalstraat 1), aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 5438, Kuilsrivier, in die munisipaliteit Kuilsrivier, afdeling Stellenbosch, groot 716 vierkante meter, gehou kragtens Transportakte T21148/1992.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met drie slaapkamers, twee badkamers, kombuis, woonkamer, sitkamer, eetkamer en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, mnr. C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow en/of die Balju, mnr. E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaaers- en/of Baljukommissie betaal word. Die balanskoopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, mnr. C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow en/of die Balju, mnr. E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

Gedateer die 29ste dag van Maart 1994.

Fourie Basson & Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B2270.)

Case 3737/93

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

In the matter between **Nedperm Bank Ltd** (formerly South African Permanent Building Society), Execution Creditor, and **J. M. Koetaan**, First Execution Debtor, and **M. F. Koetaan**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 26 May 1993 and in pursuance of an attachment in execution dated 7 June 1993, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 5 May 1994 at 11:00, of the following immovable property situated at 112 Acacia Avenue, Uitenhage:

Zoned: Residential.

Being Erf 7416, Uitenhage, in the Municipality and Division of Uitenhage, in extent 341 square metres, held by Jafta Martinus Koetaan and Mary Frances Koetaan, under Deed of Transfer 7330 dated 27 February 1986, and subject to the conditions referred to therein.

The following improvements are situated on the property, although nothing in this respect is guaranteed: Single storey detached dwelling with three bedrooms, lounge, dining-room, kitchen, bathroom and carport.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent) of the purchase price and 4% (four per cent) Sheriff's (auctioneer's) charges in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of sale.

Dated at Uitenhage this 28th day of March 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matters between **East London Municipality**, Judgment Creditor, and **Various Creditors**, Judgment Debtor

In pursuance of a judgment granted in East London Magistrate's Court, and under writ of execution issued thereafter, the immovable properties listed hereunder will be sold in execution on 6 May 1994, to the highest bidder:

Time of sale: 09:00.

Place of sale: Magistrate's Court Building, Lower Buffalo Street, East London.

Judgment Creditor: **L. J. Moonsamy.**

Case 2409/93.

Date of judgment: 1 November 1993.

Description: Erf 25114, East London, Municipality and Division of East London, situated at 27 Labans Road, Buffalo Flats, East London.

In extent: 278 (two seven eight) square metres.

Improvements: House.

Held by: Deed of Transfer T1102/1987.

Time of sale: 09:00.

Place of sale: Magistrate's Court Building, Lower Buffalo Street, East London.

Judgment Creditor: **C. Badenhorst.**

Case 2413/93.

Date of judgment: 13 October 1993.

Description: Erf 25103, East London, Municipality and Division of East London, situated at 4 Falklands Place, Buffalo Flats, East London.

In extent: 345 (three four five) square metres.

Improvements: Dwelling-house.

Held by: Deed of Transfer T4489/1991.

Time of sale: 09:00.

Place of sale: Magistrate's Court Building, Lower Buffalo Street, East London.

Judgment Creditor: **M. W. Marrillier.**

Case 7598/93.

Date of judgment: 1 December 1992.

Description: Erf 23220, East London, Municipality and Division of East London, situated at 41 Dunstan Road, Buffalo Flats, East London.

In extent: 381 (three eight one) square metres.

Improvements: Dwelling-house, stoep and outbuildings.

Held by: Deed of Transfer T739/1988.

Time of sale: 09:00.

Place of sale: Magistrate's Court Building, Lower Buffalo Street, East London.

Judgment Creditor: **B. Frazer.**

Case 7145/93.

Date of judgment: 29 October 1993.

Description: Erf 26320, East London, Municipality and Division of East London, situated at 7 Sonnebloem Street, Parkridge, East London.

In extent: 331 (three three one) square metres.

Improvements: Dwelling-house and verandah.

Held by: Deed of Transfer T930/1992.

Conditions of sale:

1. The properties are sold voetstoots in terms and conditions of the Magistrates' Courts Act, and subject to the provisions of the title deeds.

2. The purchasers 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 purchasers shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from the date of the sale to the 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 purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London this 13th day of April 1994.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. L. D. Kemp/CG.)

Saak 181/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **NBS Bank Bepers**, Eiser, en **Francois Rousseau de Villiers**, Eerste Verweerder, en **Carolina de Villiers**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof te George, en 'n lasbrief vir eksekusie gedateer 23 Februarie 1994, sal die volgende eiendom verkoop word deur mnre. Van Rensburgs Eiendomme en Veilings, aan die hoogste bieder op 18 Mei 1994 om 10:00, te ondervermelde persele:

Erf: Restant van Erf 6651, George, geleë in die munisipaliteit en afdeling George, groot 2 407 vierkante meter, gehou kragtens Transportakte T15837/77 (halwe aandeel), en Sertifikaat van Geregistreerde Titel T15836/77 (halwe aandeel) (ook bekend as Standerstraat 60, George).

Die volgende verbeteringe is op die eiendom aangebring, hoewel niks in hierdie opsig gewaarborg word nie: Huis bestaande uit vier slaapkamers, twee badkamers, sitkamer, eetkamer, kombuis en twee motorafdakke.

Voorwaardes van verkoping:

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

2. **Terme:** Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 17,25% (sewentien komma twee vyf persent) per jaar, sal binne 30 dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. **Voorwaardes:** Die volle voorwaardes van verkoping lê vir insae by die kantore van mnre. Van Rensburgs Eiendomme en Veilings, mnre. Millers Ingelyf, Beaconhuis, Meadestraat 123, George, asook die Balju, Wellingtonstraat 36A, George.

Gedateer te George op hierdie 28ste dag van Maart 1994.

Millers Ingelyf, Eiser se Prokureurs, Meadestraat 123, George.

Case 16331/92

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. M. McPherson**, Judgment Debtor

The property described hereunder will be sold at 8 Afrikaner Street, Montana, on 25 May 1994 at 11:00, viz:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, being Erf 112974, measuring 630 (six hundred and thirty) square metres, held by the Execution Debtor under Deed of Transfer T14760/1983, dated 2 May 1983, popularly known as 8 Afrikander Street, Montana.

The property consists of a single storey brick dwelling under tiled roof consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, garage and swimming-pool.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to 10% (ten per centum) 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 6 (six) 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:M1273.)

Case 29129/92

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

In the matter between **NBS Bank**, Plaintiff, and **Allister Ernest Lee**, First Defendant, and **Elsie Petronella Lee**,
Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted 14 November 1992, the undermentioned property will be sold in execution at the premises on Wednesday, 18 May 1994 at 11:30:

Remainder Erf 10714, Parow, in the Municipality of Parow, Division of the Cape, measuring 991 (nine hundred and ninety-one) square metres and comprising a building with two bedrooms, kitchen, lounge, bar, bathroom, toilet and single garage, and known as 26 Taylor Street, Parow Valley.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest 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 office of Plaintiff's attorneys as reflected hereunder.

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

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Saak 760/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk**, Eiser, en **H. B. Adams**, en **C. R. Adams**, 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 p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 17 Mei 1994 om 09:00:

Erf 1692, Gaylee, ook bekend as Meterensingel 2, Dennemere, Blackheath, afdeling Stellenbosch, groot 278 (tweehonderd agt-en-sewentig) vierkante meter, gehou kragtens Transportakte T36380/87.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne 7 (sewe) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 17,25% (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 afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 28 Maart 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EAN356.)

Case 20039/90

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

ABSA Bank Limited, trading as United Bank *versus* **George Basil Butler** and **Elaine Cecilia Butler**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 20 May 1994 at 10:00, to the highest bidder:

Erf 12611, Mitchells Plain, in extent 180 square metres, held by T15756/1989, situated at 10 Mars Circle, Rocklands, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge/kitchen, dining-room, family room, two bedrooms, 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 centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. DOU1132/gl.)

Case 5793/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank *versus* **John William Cloete** and **Alletha Cloete**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 20 May 1994 at 10:00, to the highest bidder:

Erf 1141, Weltevreden Valley, in extent 350 square metres, held by T13175/1990, situated at 24 Louise Crescent, Weltevreden Glen, Weltevreden Valley, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0817/gl.)

SALE IN EXECUTION

Nedcor Bank Limited vs Alexander Paul Paulsen, married in community of property to **Lydia Catherine Elisa Paulsen**

Goodwood, Case No. 2402/92

The property: Erf 135805, Cape Town at Bonteheuwel, in the Municipality of Cape Town, Division Cape (7 Kameelboom Road, Bonteheuwel).

In extent: 119 square metres.

Improvements (not guaranteed): Lounge/kitchen/1 bedroom/1 bathroom separate toilet/flatlet.

Date of sale: 11 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 22681/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr M. S. Brown**, First Defendant, and **Mrs A. Brown**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Bellville dated 21 January 1994, the following will be sold in execution on 11 May 1994 at 09:15, at 7 Njala Street, Goedemoed, Durbanville, to the highest bidder:

Erf 5018 (Portion of Erf 5486), Durbanville, 975 (nine hundred and seventy-five) square metres, held by Deed of Transfer T75198/1992, situated at 7 Njala Street, Goedemoed, Durbanville.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrate's Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.
2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Bellville.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 23865/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited versus Fareed Safaar

The property: Erf 14222, Mitchells Plain, in the Municipality of Cape Town, Cape Division.

In extent: 390 square metres.

Situated at: 85 Marion Close, Portlands, Mitchells Plain.

Improvements (not guaranteed): Single face brick dwelling built with bricks under a tiled roof consisting of approximately three bedrooms, lounge, kitchen, bathroom and toilet.

Date of sale: 9 May 1994 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per cent) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the office of the Sheriff, Wynberg.

Dated at Mitchells Plain on this the 15th day of March 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 17254/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited versus Alexander Victor Meyer, married in community of property to Noelle Meyer

The property: Erf 549, Mitchells Plain, in the Municipality of Cape Town, Cape Division.

In extent: 230 square metres.

Situated at: 24 La Provence Way, Westridge, Mitchells Plain.

Improvements (not guaranteed): Single dwelling built with bricks under an asbestos roof consisting of approximately three bedrooms, bathroom, kitchen, lounge, outside room, store-room and garage.

Date of sale: 9 May 1994 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per cent) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the office of the Sheriff, Wynberg.

Dated at Mitchells Plain on this the 16th day of March 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 1719/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited versus Franklin Edward Hill, married in community of property to Pavla Moya Hill

The property: Erf 43838, Mitchells Plain, in the Municipality of Cape Town, Cape Division.

In extent: 179 square metres.

Situated at: 23 Handicap Street, Strandfontein.

Improvements (not guaranteed): Double storey semi-detached dwelling built with brick under a tiled roof consisting of approximately three bedrooms, lounge, kitchen, bathroom, toilet and garage.

Date of sale: 9 May 1994 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per cent) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the office of the Sheriff, Wynberg.

Dated at Mitchells Plain on this the 15th day of March 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 4195/93

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

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd) (formerly South African Permanent Building Society), Execution Debtor, and **T. A. Netnou**, First Execution Debtor, and **L. S. Netnou**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 22 June 1993, and in pursuance of an attachment in execution dated 29 June 1993, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 5 May 1994 at 11:00, of the following immovable property situated at 23 Mtyingizane Street, Kwanobuhle, zoned Residential, being:

Erf 655, Kwanobuhle, situated in the area of the City Council of Kwanobuhle, Division of Uitenhage, in extent 275 square metres (now Erf 2570, Kwanobuhle), held by Thembile Aubrey Netnou and Lulama Sheilla Netnou under Certificate of Registered Grant of Leasehold dated 9 December 1987, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed:

Single storey detached dwelling under asbestos with three bedrooms, lounge, kitchen, bathroom and single carport.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent) of the purchase price and 4% (four per cent) Sheriff's (auctioneer's) charges in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of sale.

Dated at Uitenhage on this the 16th day of March 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 10080/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Leslie Norman Boer**, Judgment Debtor

In pursuance of a judgment granted on 14 December 1993, in the Cape Town Magistrate's Court, the following property will be sold to the highest bidder on 19 May 1994 at 10:00, at 10 Milner Street, Woodstock:

Description: Erf 15086, portion of Erf 14957, Cape Town at Woodstock in the Municipality of Cape Town, Cape Division.

In extent: Two hundred and seven (207) square metres.

Postal address: 10 Milner Road, Woodstock.

Improvements: Dwelling: Lounge, three bedrooms, kitchen, bathroom/shower/toilet.

Held by Deed of Transfer 45157/80.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 22nd day of March 1994.

H. C. van Niekerk, vir Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W49666/HVN/Mrs Wolmarans.)

Case 12360/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Peter Johannes Abrahams**, First Defendant, and **Jean Abrahams**, Second Defendant

In the above matter a sale will be held on Friday, 13 May 1994 at 10:00, at the site of 3 Helderberg Road, Belhar, being Erf 23191, Bellville, in the Local Area of Belhar, Cape Division, measuring 131 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 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 double storey maisonette, comprising 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 prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case 15042/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILSRIVIER HELD AT KUILSRIVIER**

In the matter between **Natal Building Society**, Plaintiff, and **W. J. de Kock**, First Defendant, and **C. de Kock**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuilsrivier and writ of execution dated 8 February 1993, the property listed hereunder will be sold in execution on 5 May 1994 at 09:00, at Kuilsriver Magistrate's Court, Kuilsriver, to the highest bidder:

Certain: Erf 2091, Eersteriver, in the Local Area of Blue Downs, Division of Stellenbosch, known as Circle Street 43, Forest Park, Eersteriver, 7100.

In extent: 252 (two hundred and fifty-two) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Four bedrooms, two kitchens, lounge, two bathrooms, toilet and tiled roof.

The conditions of sale:

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court in Bellville. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 21st day of March 1994.

Heyns & Partners, Vasco Boulevard 168, Goodwood, 7460. (INV/MB/NB85.)

Case 432/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CERES HELD AT CERES**

In the matter between **ABSA Bank Limited (Allied Bank Division)**, Execution Creditor, and **Jakobus Phillip Visagie**, First Execution Debtor, and **Wilhelmina Katrina Visagie**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Ceres dated 1 December 1993 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 13 May 1994 at 10:00:

Erf 4996, Ceres in the Municipality and Division Ceres, in extent 355 (three hundred and fifty-five) square metres, street address, 8 Lyell Street, Ceres.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrate's Court Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant Title Deeds.

(2) The following information is furnished but not guaranteed: Dwelling with lounge, kitchen and two bedrooms.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court of auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 1 Rivierkant Street, Ceres.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on 23 March 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Piet Lombard**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 4 February 1994 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 17 May 1994 at 12:00:

Erf 3427, Blue Downs, in the Local Area of Blue Downs, Administrative District of Stellenbosch, in extent 334 (three hundred and thirty-four) square metres.

Street address: 44 Goldbell Street, Hillcrest, Eerste River.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed:

Brick building with tiled roof, consisting of two bedrooms, bath, toilet, lounge and kitchen.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

4. Payment shall be effected as follows:

10% (ten per cent) of the purchase price on the day of the sale and the balance together with interest thereon 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 14 (fourteen) days of the date of sale.

Dated at Bellville on the 22nd day of March 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 13048/93

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

Nedcor Bank Limited versus Stella James

The property: Erf 112923, Cape Town at Athlone, in the Municipality of Cape Town, Cape Division (20 Francis Street, Montana).

In extent 786 (seven hundred and eighty-six) square metres.

Improvements (not guaranteed): Tiled roof, brick walls, lounge, kitchen, three bedrooms, bathroom, separate toilet and garage.

Date of sale: 9 May 1994 at 11:00.

Place of sale: 20 Francis Street, Montana.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per cent) deposit in cash or by bank cheque on the day of the sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Goodwood, and Steer & Co., 33 Loop Street, Cape Town.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 16207/93

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 **Lilian Veronica Williams**, 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 40 Arum Avenue, Westridge, Somerset West, on Wednesday, 11 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 for the Supreme Court, Boland Bank Building, Main Road, Strand:

Erf 4412, Somerset West, in the Municipality of Somerset West, measuring 1 202 (one thousand two hundred and two) square metres, held by Deed of Transfer T50168/93.

Also known as 40 Arum Avenue, Westridge, Somerset West (hereinafter referred to as the property).

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

Entrance hall, lounge, dining-room, family room, kitchen, three bedrooms, bathroom/shower, water closet, domestic quarters with water closet and single garage.

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

Dated at Cape Town this 22nd day of March 1994.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. G. I. Rushton/38993.)

Case 1197/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF STELLENBOSCH HELD AT STELLENBOSCH**

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly Natal Building Society Limited, Plaintiff, and **Malcolm Tom Combrinck**, First Defendant, and **Jennifer Combrinck**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Stellenbosch and writ of execution dated 29 April 1993, the property listed hereunder, and commonly known as 24 Jooste Street, Kylemore, Stellenbosch, will be sold in execution at the premises on Tuesday, 10 May 1994 at 09:00, to the highest bidder:

Portion 143 of the farm Rust en Vrede 124 in the Local Area of Kylemore, Division of Stellenbosch, in extent 580 (five hundred and eighty) 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, Stellenbosch, 116 Bergville, Victoria Street, Stellenbosch.

A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 24th 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.1468.)

Case 3258/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UITENHAGE HELD AT UITENHAGE**

In the matter between **Nedperm Bank Ltd** (formerly South African Permanent Building Society), Execution Creditor, and **L. K. Xanise**, First Execution Debtor, and **L. P. Xanise**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 4 June 1993, and in pursuance of an attachment in execution dated 9 June 1993, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 5 May 1994 at 11:00, of the following immovable property situated at 52 Pilani Ntsiko Street, KwaNobuhle.

Zoned: Residential.

Being Erf 1430, KwaNobuhle, situated in the area of the City Council of KwaNobuhle, Division of Uitenhage, in extent 286 square metres, held by Luvuyo Kenneth Xanise and Lindelwa Patricia Xanise, under Certificate of Registered Grant of Leasehold 1430/1, and subject to the conditions referred to therein.

The following improvements are situated on the property, although nothing in this respect is guaranteed: Single-storey detached dwelling with two bedrooms, lounge, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent) of the purchase price and 4% (four per cent) Sheriff's (auctioneer's) charges in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of sale.

Dated at Uitenhage this 25th day of March 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Case 8702/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UITENHAGE HELD AT UITENHAGE**

In the matter between **Nedperm Bank Ltd** (formerly South African Permanent Building Society), Execution Creditor, and **Mr M. W. Mqulwana**, First Execution Debtor, and **Mrs N. G. Mqulwana**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 18 November 1993, and in pursuance of an attachment in execution dated 23 November 1993, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 5 May 1994 at 11:00, of the following immovable property situated at 25 Ntswahlana Street, KwaNobuhle.

Zoned: Residential.

Being Erf 1129 (now Erf 7912), KwaNobuhle, situated in the area of the City Council of KwaNobuhle, Division of Uitenhage, in extent 275 square metres, held by Myamezeli William Mqulwana and Nombuyiselo Grace Mqulwana, under Certificate of Registered Grant of Leasehold 1129/1, dated 1 July 1986, and subject to the conditions referred to therein.

The following improvements are situated on the property, although nothing in this respect is guaranteed: Single-storey detached dwelling under iron with two bedrooms, lounge, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent) of the purchase price and 4% (four per cent) Sheriff's (auctioneer's) charges in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of sale.

Dated at Uitenhage this 25th day of March 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Saak 28223/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Trustbank, Eiser, en **Robert Peter Green**, Verweerder

In die gemelde saak sal 'n veiling gehou word op Vrydag, 20 Mei 1994 om 11:00, op die plek te Broadwaystraat 3, Port Alfred:

Erf 2712, Port Alfred, in die munisipaliteit Port Alfred, afdeling Bathurst, groot 768 vierkante meter, gehou deur die Verweerder kragtens Transportakte T7580/1990, gedateer 12 Februarie 1990.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende ($\frac{1}{10}$) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 20,5% (twintig komma vyf persent) betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Daar is geen verbeteringe op die eiendom aangebring nie.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Posbus 236, Port Alfred, en in die kantoor van die ondergetekende.

Gedateer te Bellville op die 22ste dag van Maart 1994.

V. D. M. Erasmus, vir Marais Müller, Vonnisskuldeiser se Prokureurs, Sewende Verdieping, BSE-sentrum, Voortrekkerweg 89, Bellville. (Tel. 948-4061.) (Verw. VDM Erasmus/el.)

Case 647/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as Allied Bank, *versus* **Marcus St Jerry and Lavern Bam**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 16 May 1994 at 09:00, to the highest bidder:

Erf 4296, Eerste River, in extent 411 square metres, held by T50771/1990, situated at 2 Desert Crescent, Constantia-park, Eerste River, 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 18,5% (eighteen comma 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. D4A0028/gl.)

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

ABSA Bank Limited, trading as United Bank, *versus* **Hendrik Cornelis Thierzen and Catharina Maria Thierzen**

The following property will be sold in execution at the site of the property, 10 Vrede Street, Wolseley, Cape, on Friday, 20 May 1994 at 10:00, to the highest bidder:

Erf 472, Wolseley, in extent 952 square metres, held by T27924/1992, situated at 10 Vrede Street, Wolseley, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, dining-room, family room, kitchen, three bedrooms, bathroom/shower and toilet. Two garages.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per 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. D3U0725/gl.)

Case 14355/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Ian Charles Nicholls and Hendrika Wilhelmina Nicholls**

The following property will be sold in execution at the site of the property, 9 Cheetah Road, Kraaifontein, Cape, on Monday, 16 May 1994 at 11:45 to the highest bidder:

Erf 7270, Kraaifontein, in extent 540 square metres, held by T69013/1989, situated at 9 Cheetah Road, Kraaifontein, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and shower/toilet. Single garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (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. D1U1062/gl.)

Saak 653/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MONTAGU GEHOUD TE MONTAGU

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **mnr. N. J. Conradie**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en die lasbrief vir eksekusie gedateer 5 Januarie 1994 sal die hieronder vermelde eiendom verkoop word op 18 Mei 1994 om 11:00 op die perseel aan die persoon wie se hoogste aanbod maak, naamlik:

Erf 681, Ashton, afdeling Robertson, groot 531 vierkante meter, gehou kragtens Akte van Transport T48043/89, bekend as Mahoniestraat, Ashton, 6715.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie, naamlik:

Losstaande enkelverdiepingwoonhuis, drie slaapkamers, kombuis, sitkamer, badkamer, eetkamer, enkelgarage, sinkdak en draadomheining.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Montagu, en by die ondergetekendes.

Die belangrikste voorwaarde daarin vervat is die volgende: Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word.

Geteken te Worcester op hierdie 25ste dag van Maart 1994.

Muller Terblanche & Beyers, Kerkstraat 66; Posbus 18, Worcester, 6849. (Verw. QC0134.)

Saak 281/94

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen **NBS Bank Bepers**, Eiser, en **P. M. en V. R. M. van Wyk**, Verweerders

Ingevolge 'n vonnis van die Landdroshof, Stellenbosch, gedateer 16 Februarie 1994 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Packhamweg 14, Idasvallei, Stellenbosch, per publieke veiling te koop aangebied op 10 Mei 1994 om 10:00:

Erf 11081, Stellenbosch, ook bekend as Packhamweg 14, Idasvallei, Stellenbosch, afdeling Stellenbosch, groot 300 vierkante meter, gehou kragtens Transportakte T62725/90.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Stellenbosch, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 17,25% (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 afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Stellenbosch, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 24 Maart 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EVN355.)

Saak 1092/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Bepers**, Eiser, en **B. Galetta**, Verweerder

Eiendom geleë te Polostraat 5, Eersterivier.

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 Polostraat 5, Eersterivier per publieke veiling te koop aangebied op 17 Mei 1994 om 12:30:

Erf 823, Kleinvlei, ook bekend as Polostraat 5, Eersterivier, afdeling Stellenbosch, groot 514 vierkante meter, gehou kragtens Transportakte T70857/93.

Voorwaardes:

1. Die eiendom sal deur die Afslaer en/of Balju, Landdroshof, Kuilsrivier verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of Afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 17,25% (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 afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Kuilsrivier en by die kantoor van die ondergemelde Bill Tolken Hendrikse en Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 22 April 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EGN348.)

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **Henno Bosman**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie gedateer 10 Maart 1994, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 29 April 1994 om 10:00, te die gegewe perseel naamlik:

Erf 15865, George (ook bekend as Standerstraat 104C, George) in die munisipaliteit en administratiewe distrik van George, groot 468 vierkante meter, gehou kragtens Transportakte T68668/91.

Verbeterings: Enkelverdieping woonhuis bestaande uit: Drie slaapkamers, kombuis, sitkamer, een en 'n halwe badkamers en twee motorhuise.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Landdroshof Wet 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 15,25% (vyftien komma twee vyf persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedraë moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastingen en heffings vir die huidige jaar en afslaerskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprijs, tensy die Vonnisskuldenaar voor die veiling die Afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof, George, Wellingtonstraat 36A, George, sowel as by die kantore van Raubenheimers, Die Sentrum, Hiberniastraat 72, George.

Gedateer te George hierdie 28ste dag van Maart 1994.

R. Engelbrecht, Raubenheimers Ingelyf, Die Sentrum, Hiberniastraat 72, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

Saak 40458/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Michael Daniel Marais**, Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik van Port Elizabeth en 'n eksekusie lasbrief gedateer 26 Januarie 1994 sal die ondergemelde eiendom verkoop word op 13 Mei 1994 om 14:15, by die Nuwe Geregshowe, Noord-einde, 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 van die Landdroshof, Port Elizabeth-Noord.

Erf 151, Newton Park, in die munisipaliteit en afdeling van Port Elizabeth, groot 1606 vierkante meter, ook bekend as King Edwardstraat 50, Newtonpark, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 25ste dag van Maart 1994.

Rohan Greyvenstein, Greyvensteins Ingelyf, St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/ Z17619.)

Case 9751/92

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 **Leonard John Taylor**, 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 corner of Strandfontein and Punt Roads, Strandfontein, on Saturday, 7 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 for the Supreme Court, 110 Maynard House, Maynard Road, Wynberg:

Erf: 578, Schaap Kraal, situated in the Cape Division.

Measuring: 10,0017 (ten, nil nil one seven) hectares.

Held by: Deed of Transfer T4390/1981.

Also known as: Corner of Strandfontein and Punt Roads, Strandfontein (hereinafter referred to as the property).

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Main Dwelling: Double storey building under a tiled roof with entrance-hall, lounge/dining-room, study, kitchen, four bedrooms, bathroom with bath, shower and water closet and separate water closet. Outbuildings and stores: Garage, two domestic quarters, water closet, bath and shower and two store-rooms. Cottage: Kitchen, two bedrooms, lounge, bathroom with bath, water closet and shower. Stables: Forty stables. Borehole: Borehole and three well-points.

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. Auctioneers 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 15th day of March 1994.

G. I. Rushton, for Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town.

Case 965/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Mrs E. G. Meyers**, Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution dated 4 March 1994, the following property will be sold on Wednesday, 4 May 1994 at 10:00 at the offices of the Sheriff of the Magistrate's Court, Radue Weir Building, Eales Street, King William's Town, to the highest bidder:

Erf 194, Breidbach, Municipality and Division of King William's Town, in extent 614 (six hundred and fourteen) square metres (known as 15 Jurie Street, Breidbach, King William's Town).

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

2. The property shall be sold *voetstoots* and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed.

3. The full conditions of the sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed:

Conventional type house under iron roof, comprising of three bedrooms, bathroom, living-room and kitchen.

Dated at King William's Town this 30th day of March 1994.

Squire Smith & Laurie, Plaintiff's Attorneys, 44 Taylor Street, King William's Town. (Ref. Mr Brits/DK.)

Case 9075/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr J. Damans**, First Defendant, and **Mrs S. Damans**, Second Defendant

In the pursuance of a judgment in the Court of the Magistrate of Malmesbury, dated 20 December 1993, the following will be sold in execution on 11 May 1994 at 10:00, in front of the Magistrate's Court for the District of Malmesbury to the highest bidder:

Erf 353 (portion of Erf 2739), Wesfleur, 288 (two hundred and eighty-eight) square metres, held by Deed of Transfer T61194/1990, situated at 8 Anubis Street, Avondale, Atlantis.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale. The balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the Auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town.

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

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Judgment Creditor, and **Sophia Mary Petersen**, First Judgment Debtor, and **Valencia Marinda Petersen**, Second Judgment Debtor

In pursuance of a judgment granted on 12 May 1992, in the Strand Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 11 May 1994 at 11h00 at 4 Brewery Road, Strand, to the highest bidder:

Description: Erf 5790, Strand, in the Municipality of the Strand, Division of Stellenbosch.

In extent: Four hundred and ninety (490) square metres.

Postal address: 4 Brewery Road, Strand.

Improvements: With, *inter alia*, a dwelling thereon.

Held by the Defendants in their names under Deed of Transfer T39890/91 and T39891/91.

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 purchaser price.
3. The Purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Kleinbos Avenue, Strand.

Dated at Somerset West this 5th day of April 1994.

P. du Toit, for Morkel & De Villiers, Plaintiff's Attorney, Second Floor, Boland Bank Building, Main Road, Somerset West, 7130; P.O. Box 112, Somerset West, 7129. [Telephone No. (024) 51-2928.]

Case 5511/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Small Business Development Corporation Limited**, Judgment Creditor, and **John Frank Dawson**, Judgment Debtor

In pursuance of a judgment granted on 27 December 1993, in the Cape Town Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 27 May 1994 at 09:00 at 20 Von Willigh Crescent, Kuils River, to the highest bidder:

Description: Erf 8121, Kuils River, in the Municipality of Kuils River, Division of Stellenbosch.

In extent: Six hundred and thirty (630) square metres.

Postal address: 20 Von Willigh Crescent, Kuils River.

Improvements: Three bedrooms, two bathrooms, dining-room, sitting-room, kitchen, study and double garage.

Held by the Defendant in his name under Deed of Transfer 47854/1988.

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 qualified for a loan. The amount of the loan shall not be less than the purchaser price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

5. 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, 29 Northumberland Street, Bellville.

Dated at Parow this 31st day of March 1994.

R. J. C. Pienaar, for Pienaar Posthumus & Rathbone, Plaintiff's Attorneys, First Floor, Cape of Good Hope Bank Building, 120 Voortrekker Road; P.O. Box 702, Parow, 7500. [Tel. (021) 930-2124/5.]

Case 6413/93

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

In the matter between **B. C. Newman**, Plaintiff, and **C. Hunt**, Defendant

The following property will be sold in execution on Monday, 16 May 1994 at 11:00, 14 Groenveld Avenue, Bothasig, to the highest bidder:

Erf 7604, Milnerton, Municipality of Milnerton, Division Cape, in extent 1 098 (one thousand and ninety-eight) square metres, held by T10599/1990, situated at 14 Groenveld Avenue, Bothasig.

1. The following improvements are reported but not guaranteed: A brick dwelling consisting of three bedrooms, two bathrooms, kitchen under tiled roof, lounge/dining-room open plan, separate toilet, three garages and swimming-pool.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance plus interest at the current rate of 18,5% (eighteen comma five per centum) on the amount of the Plaintiff'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;

3. *Conditions:* The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town on this the 7th day of April 1994.

C. K. Friedlander, Shandling & Folks, Plaintiff's Attorneys, 54 Shortmarket Street, Greenmarket Place, Cape Town. (Ref. L. E. Rousseau/JT.)

Case 135/94

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

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Judgment Creditor, and **Marcel Herholdt**, Judgment Debtor

In pursuance of a judgment granted on 14 February 1994, in the Strand, Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 11 May 1994 at 12:00, at 17 Bluegum Street, Gordons Bay, to the highest bidder:

Description: Erf 2031, Gordons Bay, in the Municipality of Gordons Bay, Division of Stellenbosch, in extent 725 (seven hundred and twenty-five) square metres. *Postal address:* 17 Bluegum Street, Gordons Bay. *Improvements:* Vacant ground, held by the Defendant in his name under Deed of Transfer T68153/91.

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 office of the Sheriff of the Magistrate's Court, 4 Kleinbos Avenue, Strand.

Dated at Somerset West this the 7th day of April 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.)

Saak 9449/92

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOUD TE UITENHAGE

In die saak tussen **Standard Bank van Suid-Afrika Beperk**, Eiser, en **Brian Trevor Wright**, Eerste Verweerder, en **Hester Wright**, Tweede Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie gedateer 8 Desember 1993, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju, op Vrydag, 20 Mei 1994 om 14:15, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Gedeelte 62 (gedeelte van Gedeelte 25) van die plaas Brakkefontein 416, groot 8,8389 hektaar, gehou kragtens Transportakte T23314/87, geleë te die plaas Brakkefontein 416, Rocklands, afdeling Uitenhage.

Verbeterings: 'n Woonhuis met gebruiklike buitegeboue op 'n kleinhoewe, alhoewel geen waarborg in verband daarmee gegee word nie.

Terme en voorwaardes: Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping plus 4% (vier persent) Balju (afslers) koste en vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg aan die Balju voorsien word binne 14 (veertien) dae vanaf datum van die verkoping.

Voorwaardes van verkoping:

Volle besonderhede van die verkoopvoorwaardes, sal ter insae lê en kan nagegaan word by die kantoor van die Balju van die Landdros, Noordstraat 36, Port Elizabeth.

Kitchings, Eiser se Prokureurs, Pro-Ecclesiagebou, Kerkstraat, Uitenhage.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Saambou Bank Limited**, Execution Creditor, and **Yusuf Adonis**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Kuils River, and writ of execution dated 8 December 1993, the following property will be sold in execution on Monday, 23 May 1994 at 10:00, to the highest bidder at Erf 8933, being 33 Garnet Street, Kuils River:

Certain Erf 8933, Kuils River, in the Municipality of Kuils River, Administrative District of Stellenbosch, measuring 432 (four hundred and thirty-two) square metres, held by Deed of Transfer T45213/91, also known as Erf 8933, 33 Garnet Street, Kuils River, consisting of: Vacant erf.

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. *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 at the current rate of 20,5% (twenty comma five 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 guarantees to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Bellville.

Dated at Wynberg on this the 7th day of April 1994.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, 1 Cornwall Place, Wynberg.

Case 22/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Eastern Cape Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Nobendiba Patricia Mona**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Eastern Cape Division) in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Court, Grahamstown, on Friday, 6 May 1994 at 11:00, of the Defendant's right of leasehold to the undermentioned property on the conditions to be read out at the time of the sale and which conditions may be inspected at the office of the Sheriff for the District of Albany, 44 Beaufort Street, Grahamstown:

Erf 144, Makanaskop, Administrative District of Albany, in extent 290 (two hundred and ninety) square metres, held by Certificate of Registered Grant of Leasehold T144/1.

The following improvements are reported but not guaranteed: Three bedrooms, sitting-room, dining-room, bathroom and kitchen.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance [plus interest thereon at the rate of 15,25% (fifteen comma two five per centum) per annum calculated from the date of sale to the date of transfer, 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.

Dated at Grahamstown on this the 11th day of April 1994.

Whitesides, Plaintiff's Attorneys, 115 High Street, Grahamstown. (Ref. Mr A. M. Nunn.)

Saak 132/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **Irvin & Johnson**, Eiser, en **M. G. Majiet**, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof, en lasbrief tot uitwinning, sal die ondergenoemde eiendom op die perseel van die eiendom self op 16 Mei 1994 om 11:00, aan die hoogste bieder verkoop word:

Erf 2223, Worcester, geleë te Sohngelaan 115, Worcester, in die munisipaliteit en afdeling Worcester, groot 657 (seshonderd sewe-en-vyftig) vierkante meter.

Voorwaardes: Die verkoping is onderhewig aan die betaling in kontant van ten minste 20% (twintig persent) van die koopprys op die datum van verkoping en dat 'n bank- of bougenootskapwaarborg verskaf word binne 21 (een-en-twintig) dae vanaf die verkoopdatum vir die balans van genoemde koopprys. In geval van Eiser self die Koper is sal die voorwaardes ten opsigte van die 20% (twintig persent) deposito nie van toepassing wees nie.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan nou reeds nagegaan word by die kantoor van die Balju van die Landdroshof, Worcester.

Gedateer te Worcester op die 11de dag van April 1994.

Conradie & Vennote, Prokureur vir Eiser, Stockenströmstraat 23, Worcester.

Case 50789/93

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

In the matter between **The Body Corporate of the Belletuin Building SS175/82**, Plaintiff, and **Graeme Lawrence Lazarus**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Wynberg, in the above-mentioned suit, a sale will be held at 29 Belletuin Park, Ottery Road, Ottery, on Thursday, 19 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 for the Magistrate's Court, Wynberg:

Section 34, as shown and more fully described on Sectional Plan SS175/82, in the building or buildings known as Belletuin, and situated at Ottery, in the Municipality of Cape Town, Cape Division, of which section the floor area according to the Sectional Plan is 140 (one hundred and forty) square metres in extent, together with an undivided share in the common property in the land and building/buildings, shown and more fully described on the said Sectional Plan, apportioned to the said section in accordance with the participation quota of the said section specified in the Schedule endorsed on the said Sectional Plan and held by Deed of Transfer ST4948/1991, and situated at 29 Belletuin Park, Ottery Road, Ottery.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A Maisonette consisting of two bedrooms, lounge, toilet, kitchen and bathroom. The dwelling has brick walls and a tiled roof.

Terms:

10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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: 4% (four per centum) on the proceeds of the sale [minimum charge R50,00 (fifty rand)].

Dated at Newlands this the 8th day of April 1994.

Carol During, Plaintiff's Attorneys, 16 Mons Avenue, Newlands; P.O. Box 24037, Claremont. (Tel. 61-7750.)

Case 50781/93

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

In the matter between **The Body Corporate of the Belletuin Building SS175/82**, Plaintiff, and **Bernard John Alexander**, and **Amanda Lisa Alexander**, Defendants

In execution of a judgment of the Magistrate's Court, for the District of Wynberg, in the above-mentioned suit, a sale will be held at 65 Belletuin Park, Ottery Road, Ottery, on Thursday, 19 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 Magistrate's Court, Wynberg:

Section 55, as shown and more fully described on Sectional Plan SS175/82, in the building or buildings known as Belletuin, and situated at Ottery in the Municipality of Cape Town, Cape Division, of which section the floor area according to the Sectional Plan is 140 (one hundred and forty) square metres in extent, together with an undivided share in the common property in the land and building/buildings, shown and more fully described on the said Sectional Plan, apportioned to the said section in accordance with the participation quota of the said section specified in the Schedule endorsed on the said Sectional Plan and held by Deed of Transfer ST9465/1993, and situated at 65 Belletuin Park, Ottery Road, Ottery.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A Maisonette of brick walls under a tiled roof consisting of two bedrooms, lounge, kitchen, bathroom and toilet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

2. 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 charge R50,00 (fifty rand)].

Dated at Newlands on this the 8th day of April 1994.

Carol During, Plaintiff's Attorneys, 16 Mons Avenue, Newlands; P.O. Box 24037, Claremont. (Tel. 61-7750.)

Saak 533/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Noord-Kaapse Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Adriaan Jacobus Visser**, en, **Susanna Hester Margaretha Visser**, Verweerder

In navolging van 'n vonnis van bogemelde Agbare Hof gedateer 28 Mei 1993, en 'n lasbrief tot uitwinning van onroerende goed gedateer 1 Junie 1993, sal die ondergemelde onroerende eiendom deur die Balju van die Hooggereghof vir die distrik Kimberley, per publieke veiling in eksekusie verkoop word aan die hoogste bieder voor die Landdroskantore te Kimberley, op Vrydag, 20 Mei 1994 om 10:00:

Die eiendom wat verkoop word is die volgende:

Sekere: Erf 101, Kimberley, geleë in die stad en distrik Kimberley, groot 1 512 m² (een duisend vyf honderd en twaalf vierkante meters), gehou kragtens Transportakte T1245/84, ook bekend as Michaelstraat 3, Kimberley.

Informasie: Die volgende informasie ten opsigte van die eiendom word verskaf, maar nie gewaarborg nie:

Daar is 'n woonhuis met buitegeboue op die eiendom, voornemens kopers word versoek om self die woonhuis te besigtig.

Verkoopvoorwaardes:

Tien persent (10%) van die koopprijs 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 reserweprijs, 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 Hooggeregshof, te Kimberley.

Gedateer te Kimberley op hierdie 8ste dag van April 1994.

Elliott, Maris, Wilms & Hay, Eiser se Prokureur, Grondvloer, Cheapside, Posbus 179, Kimberley. (Verw. mnr. Haddad/rj/H2366.)

Case 14970/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Alice Sorour**, Plaintiff, and **Joseph Thomas Barendse**, First Defendant, and
Natasha Cynthia Barendse, Second Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 17 January 1994, the following property will be sold on 6 May 1994 at 09:00, in the Main Foyer of the Magistrate's Court, Lower Buffalo Street, East London, to the highest bidder:

Erf 25775, East London, Municipality and Division of East London, in extent three hundred and nineteen (319) square metres, situated at 186 Alphen Road, Buffalo Flats, East London, being a dwelling-house with usual outbuildings.

The conditions of sale are available for inspection at the office of the Plaintiff's attorneys, and will be read immediately prior to the sale and include the following material terms:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder and will be sold to the highest bidder without reserve.

2. 10% (ten per cent) of the purchase price will be payable on the day of sale and will be forfeited if the sale is cancelled and the balance of the purchase price with interest thereon at 22% (twenty two per cent) per annum shall be guaranteed for payment against transfer.

3. The purchaser shall pay all rates, taxes, costs of transfer, auctioneer's commission and advertising in addition to the purchase price.

4. The sale shall be voetstoots.

5. Vacant possession shall be given to the purchaser from the date of sale from which date all risk shall pass to the purchaser.

J. A. Yazbek & Company, Plaintiff's Attorneys, First Floor, Sterling House, 24 Gladstone Street, East London. (Ref. M. A. Yazbek/IC.)

Saak 9030/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Eerste Nasionale Bank van SA Bepers**, Eiser, en **Abraham Johannes Johnson**, Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros van Kimberley en 'n lasbrief vir eksekusie gedateer 1 Februarie 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroskantoor, Kimberley, op Donderdag, 19 Mei 1994 om 10:00:

Seker: Erf 16281, Kimberley, geleë in Kimberley-dorpsgebied-uitbreiding 44, in die munisipaliteit en administratiewe distrik van Kimberley, groot 887 vierkante meter, gehou kragtens Akte van Transport T705/1982, ook bekend as Onyxsingel 21, Gemdene, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met drie slaapkamers, sitkamer, eetkamer, familiekamer, twee badkamers, kombuis, motorhuis en bediende kwartiere maar niks word gewaarborg nie.

Tien persent (10%) van die koopprijs met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting of 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 te 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, Permanentgebou, Jonesstraat, Kimberley.

Case 15723/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Nedcor Bank Limited**, Plaintiff, and **The Trustees for the time being of the Bayete Development Trust No. TM3343**, Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 12 January 1994, the following property will be sold on 6 May 1994 at 11:00, to the highest bidder subject to the provisions of the conditions of sale:

Remainder of Portion 10 (a portion of Portion 2), of the Farm 814, Municipality and Division of East London, in extent 1,6825 (one comma six eight two five) square metres, held under T4695/92, known as Portion 10 of Farm 814, Abbotsford, East London.

The sale aforesaid will take place at the property itself being:

Portion 10 of Farm 814, Abbotsford, 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 attorney 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:

Vacant land on the Nahoon River zoned Commercial.

Dated at East London on this 28th day of March 1994.

Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. C. Kloot/dj.)

Saak 31020/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOUD TE TODD KAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Diopter Optical CC**, Eiser, en **Rolf Angelbauer**, Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof op 21 Oktober 1993 en 'n lasbrief vir eksekusie daarkragtens uitgereik, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 13 Mei 1994 om 14:15, te ingang van die Nuwe Gereghouse, Hoofstraat, Noordeinde, Port Elizabeth:

Sekere: Gedeelte 78 ('n gedeelte van Gedeelte 51) van die plaas Cragga Kamma 23, geleë in die Streeksgebied van Port Elizabeth.

Groot: 71,6871 (een-en-sewentig komma ses agt sewe een) hektaar.

Geleë te: Lake Farm, distrik Port Elizabeth.

Verbeterings: Hoewel niks in hierdie verband gewaarborg word nie is die eiendom verbeter met 'n woonhuis en buitegeboue.

Vernaamste verkoopvoorwaardes:

1. Die eiendom sal voetstoots, sonder reserwe aan die hoogste bieder verkoop word, onderhewig aan die verkoopvoorwaardes, die bepalinge van die Landdroshofwet en die reëls ingevolge daarvan en aan die titelakte in soverre hulle van toepassing is.

2. 10% (tien persent) van die koopprijs is betaalbaar by ondertekening van die verkoopvoorwaardes en vir die balans, tesame met rente daarop teen 18,5% (agtien komma vyf persent) per jaar, moet die koper 'n bank- of ander aanvaarbare waarborg wat betaalbaar is teen registrasie van oordrag, lewer binne 21 (een-en-twintig) dae.

Volledige verkoopvoorwaardes lê ter insae in die kantoor van die Balju.

Gedateer te Port Elizabeth op hierdie 7de dag van April 1994.

Wilke Weiss van Rooyen & Preston, Cavendishgebou, Cuylerstraat 2, Port Elizabeth. [Tel. (041) 564220.] (Verw. PVR/evv/D106.)

Case 33153/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Algoa Autofit (Pty) Limited**, trading as Algoa Fasfit (PE), Execution Creditor, and **A. Mangur**, Execution Debtor

In the execution of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 4 November 1993, the property listed hereunder will be sold in execution on 27 May 1994 at 14:15, at the front entrance of the Magistrate's Court, New Law Courts, Main Street, Port Elizabeth, to the highest bidder for cash:

Erf 453, Parsonsvej, Municipality and Administrative District of Port Elizabeth.

Measuring: 1 089 (one thousand and eighty-nine) square metres.

Situated at: 2 Aurora Avenue, Francis Evatt Park, Port Elizabeth.

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

Dated at Port Elizabeth on this the 30th day of March 1994.

De Villiers Attorneys, Suite 303, Oasim South, Pearson Street, Central, Port Elizabeth. (Ref. F. R. de Villiers/MM/bd.)

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**, and **Madelyn Swanepoel**, Judgment Debtors

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, Ceres, 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 (1/10th) 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. (A. C. Broodryk/135161.)

NATAL

Case 7789/93

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Philip Francois Coetzee**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Pinetown and a warrant of execution dated 11 February 1994, the immovable property listed hereunder will be sold in execution on 20 May 1994 at 10:00, at the front entrance to the Magistrate's Court Building, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: Lot 427, Waterfall Extension 17, situated in the Township of Waterfall and in the Port Natal Ebhodwe Joint Services Area, Administrative District of Natal, in extent two thousand five hundred and seventy-nine (2 579) square metres.

Physical address: 10 John Adams Road, Waterfall, Pinetown.

Improvements: Brick under tile dwelling comprising of three bedrooms, bathroom/shower/toilet, bathroom/toilet, lounge, dining-room, entrance-hall, kitchen, laundry, store-room and double garage. The property is fully fenced.

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 10% (ten per cent) of the purchase price immediately after the sale and within fourteen (14) days supply the Sheriff of the Court with a bank/building society guarantee for the balance of the purchase price in terms acceptable to the Sheriff of the Court.

3. The full conditions of sale may be inspected at our offices and/or at the offices of the Court Sheriff, Pinetown.

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

Macrae Bath & Batchelor, 101 Wearcheck House, 16 School Road, Pinetown. (Ref. Mr Batchelor/mcm/07 B074 031.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **N. A. Mabaso**, Defendant

In pursuance of a judgment granted in the above Honourable Court, on 23 April 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 3 May 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E2476, Ezakheni, in extent 188 square metres, situated in the District of Ennambithi, Administrative District of KwaZulu, held under Deed of Grant G09918/87.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen, out-buildings, w.c. and shower.

Extent: 188 square, metres.

Material conditions:

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 3 May 1994 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, within the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a black area and is accordingly reserved for ownership of the Black Group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's Attorney, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 8th day of April 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF343.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **T. V. Mabaso**, Defendant

In pursuance of a judgment granted in the Above Honourable Court, on 23 March 1993, and a warrant of execution, the undermentioned property will be sold in the execution on Tuesday, 3 May 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E2523, Ezakheni, in extent 450 square metres, situated in the District of Ennambithi, Administrative District of KwaZulu, held under Deed of Grant G01626/90.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen, out-buildings, w.c. and shower.

Extent: 450 square metres.

Material conditions:

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 3 May 1994 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a black area and is accordingly reserved for ownership of the Black Group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 8th day of April 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF410.)

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Jabulani Sikhakhane**, Defendant

Take notice that in execution of a judgment by default in the above Court, a sale in execution, without reserve, will be held by the Sheriff of the Supreme Court at the Magistrate's Court, Estcourt, on Friday, 6 May 1994 at 10:30, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Ownership Unit B382, Wembezi, Administrative District of Natal, in extent 300 square metres, held by the Defendant under Deed of Grant G000415/89.

The following information is furnished regarding the property, though in this respect, nothing is guaranteed:

1. Lot B382, Wembezi, Estcourt, Natal.
2. Single-storey dwelling constructed of brick under tile roof, comprising lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and garage.
3. The town-planning zoning of the property is Residential.

The full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, Estcourt, Natal.

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

Venn, Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N2385/93.)

Case 65/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **S. G. Nkomonde**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 15 November 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 10 May 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E1040, Ezakheni, in extent 450 square metres, situated in the District of Ennambithi, Administrative District of KwaZulu, held under Deed of Grant G06637/87.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen and outbuildings, w.c. and shower.

Extent: 450 square metres.

Material conditions:

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 10 May 1994 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a Black area and is accordingly reserved for ownership of the Black Group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this the 8th day of April 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF461.)

Case 27191/93

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

In the matter between **Boland Bank Limited**, Plaintiff, and **Oswald Heinrich Vorwerk**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg dated 25 January 1994, the writ of execution dated 25 January 1994, the immovable property listed hereunder will be sold in execution on Friday, 13 May 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg to the highest bidder:

Subdivision 2 of Lot 3259, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 338 square metres as described on Deed of Transfer T4154/89.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and of the title deed in so far as these are applicable.
2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.
3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the plaintiff's claim.
4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. B965L/gd.)

Case 98/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedbank** (a Division of Nedcor Bank Limited), Plaintiff, and **Brian Peter van den Brink**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Port Shepstone dated 16 February 1994, the following immovable property will be sold in execution on 13 May 1994 at 10:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Subdivision 2 of the farm Corner 11328, Umzumbe, situated at the Township of Umzumbe and in the Lower South Coast Regional Water Services Area, Administrative District of Natal, in extent 2,0234 square metres (two comma nought two three four square metres).

The following information is furnished regarding the property, but is not guaranteed:

The property is situated at Subdivision 2 of the farm Corner 11328, Umzumbe.

Upon the property is a single-storey house under asbestos and consisting of three bedrooms, full bathroom, kitchen, lounge, dining-room, study, two garages, entrance hall, shower and toilet, separate toilet, wash-up, laundry.

Outbuildings: Water tower and a number of chicken runs. The smallholding is run as a chicken farm and planted with 1 000 banana trees.

Material conditions of sale: The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of the 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 Court, Port Shepstone, 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 Court, Magistrate's Court, Port Shepstone, 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 Port Shepstone on this the 29th day of March 1994.

Mortinson, Stoppel & Co., Execution Creditor's Attorneys, 3 Bazley Street, Port Shepstone. [Tel. (0391) 82-6320.] (Ref. PHGS/ra/N9.)

Case 3716/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **Nedperm Bank Limited**, No. 51/00009/06, Execution Creditor, and **Munmohan Singh**, Execution Debtor, and **Soanpathy Singh**, Execution Debtor

In pursuance of a judgment of the Magistrate's Court, of the District of Lower Tugela, held at Stanger, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 20 May 1994 at 10:00, at the front of the Magistrate's Court Building, Couper Street, Stanger:

Description: Remainder of Lot 15, Townview, situated in the Borough of Stanger, Administrative District of Natal, in extent nine hundred and seventy-eight (978) square metres, physical address 8 Farewell Street, Townview, Stanger.

Improvements: Brick and tile dwelling consisting of garage, three bedrooms (one with main en suite), bathroom, toilet, lounge, kitchen, dining-room and prayer room.

Improvements done to the best ability of the Deputy Sheriff, nothing is guaranteed.

Zoning: Residential.

Material conditions:

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.
2. The purchaser, other than the Execution Creditor, shall pay a deposit of ten per cent (10%) of the purchase price and the auctioneer's charges in cash or by bank-guaranteed cheque at the time of the sale.
3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for payment of interest at the rate of 19,25% (nineteen comma two five per cent) per annum, to the Execution Creditor, from the date of sale to the date of registration and transfer.
5. The transfer shall be effected by attorneys, Laurie C. Smith Incorporated, and the purchaser shall pay all transfer costs, including arrear and current rates, 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 Court, Stanger, and all interested parties are asked to contact the Execution Creditor, who may be prepared to grant loan facilities to an approved purchaser.

Dated at Stanger on this 28th day of March 1994.

Laurie C. Smith Incorporated, Plaintiff's Attorneys, 22 Jackson Street; P.O. Box 46, Stanger. (Ref. Mr Horton/RK/N.397/COLLS.)

Case 2260/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **Nedperm Bank Limited**, No. 51/00009/06, Execution Creditor, and **Michael Anthony Briffa**, Execution Debtor

In pursuance of a judgment of the Magistrate's Court, of the District of Lower Tugela, held at Stanger, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 20 May 1994 at 10:00, at the front of the Magistrate's Court Building, Couper Street, Stanger:

Description: Lot 214, Zinkwazi Beach Extension 5, situated in the Zinkwazi Beach Health Committee Area, Administrative District of Natal, in extent one thousand two hundred and three (1 203) square metres, physical address 21 Magai Drive, Zinkwazi.

Improvements: Vacant land.

Zoning: Residential.

Material conditions:

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1994, as amended, and the rules made thereunder.
2. The purchaser, other than the Execution Creditor, shall pay a deposit of ten per cent (10%) of the purchase price and the auctioneer's charges in cash or by bank-guaranteed cheque at the time of the sale.
3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for payment of interest at the rate of 20,05% (twenty comma zero five per cent) per annum, to the Execution Creditor, from the date of sale to the date of registration and transfer.
5. The transfer shall be effected by attorneys Laurie C. Smith Incorporated, and the purchaser shall pay all transfer costs, including arrear and current rates, 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 Court, Stanger, and all interested parties are asked to contact the Execution Creditor, who may be prepared to grant loan facilities to an approved purchaser.

Dated at Stanger on this 28th day of March 1994.

Laurie C. Smith Incorporated, Plaintiff's Attorneys, 22 Jackson Street; P.O. Box 46, Stanger. (Ref. Mr Horton/RK/N455.COLLS.)

Case 833/94

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 **Daniel Muzikawupheli Ndlovu**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Verulam, and writ of execution dated 4 March 1994, the property listed hereunder will be sold in execution on 13 May 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Ownership Unit A162, in the Township of kwaMashu-A, in the District of Ntuzuma, in extent two hundred and sixty-one (261) square metres, represented on General Plan PB33/1989, postal address Unit A162, kwaMashu-A Township, Natal.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single concrete block and tile 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 Inanda Area 1. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown on this 7th day of April 1994.

King & Associates, Attorneys for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/02/N012/239.)

Case 30476/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **J. A. Thomas**, Defendant

In pursuance of a judgment of the above Honourable Court dated 19 January 1994, the following property will be sold in execution on Friday, 6 May 1994 at 11:00, in the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, Natal, to the highest bidder:

Lot 304, Panorama Gardens, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and twenty-five (325) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 20 Essenwood Road, Panorama Gardens, Pietermaritzburg, the main dwelling comprises a single detached house consisting of two bedrooms, bathroom, kitchen and lounge.

Important terms and conditions:

(a) The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within 14 days of the date of the sale.

(b) The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, and interested parties are asked to contact the Execution Creditor, who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 28th day of March 1994.

Ganie & Company, Plaintiff's Attorneys, 439 Longmarket Street, Pietermaritzburg. (Ref. YC/SD/N083.)

Case 30477/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Harrichander Narrainapursat**, First Defendant, and **Premilla Narainapursat**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 19 January 1994, the following property will be sold in execution on Friday, 6 May 1994 at 11:00, in the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, Natal, to the highest bidder:

Lot 861, Hilton (Extension 5), situated in the Hilton Town Board, Administrative District of Natal, in extent two thousand one hundred and thirty-three (2 133) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 13 Mallory Road, Hilton, Pietermaritzburg, the main dwelling comprises a single detached house consisting of four bedrooms, two bathrooms, two showers, dining-room, kitchen and lounge. The outbuilding consists of two garages and laundry.

Important terms and conditions:

(a) The purchaser shall pay 10% (ten per centum) of the purchase price at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within 14 days of the date of the sale.

(b) The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this day of March 1994.

Ganie & Company, Plaintiff's Attorney, 493 Longmarket Street, Pietermaritzburg. (Ref. YC:SD:N033.)

Case 1564/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Thandi Belina Banda**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 28 April 1993, the undermentioned property will be sold in execution on 11 May 1994 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Site Unit E9196, 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 at 36 York Road, Newcastle.

The conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed cheque immediately after the conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle this 29th 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.

Case 5472/93

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Lanseria Investments (Proprietary) Limited** (No. 89/07360/07), First Execution Debtor, **Ahmed Haffajee**, Second Execution Debtor, **Aboobaker Docrat**, Third Execution Debtor, and **Mrs Rabiah Docrat**, Fourth Execution Debtor

In pursuance of a judgment granted on 21 December 1993, in the Pinetown Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 20 May 1994 at 10:00, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land being: Lot 1808, Westville, situated in the Borough of Westville, Administrative District of Natal, in extent three thousand four hundred and eighty (3 408) square metres, postal address: 10 Nordene Road, Westville.

Improvements: Brick under tile dwelling consisting of entrance hall, lounge, dining-room, kitchen, laundry, family room, bathroom/shower/toilet/bidet, four bedrooms, shower and toilet, bathroom and toilet. Flat consisting of lounge, dining-room, kitchen, toilet, bedroom, single garage, store-room, servant's room, shower, toilet and swimming-pool.

Town-planning: Zoning: General 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 centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, or at our offices.

Dated at Durban this 23rd day of March 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban. [Tel. (031) 304-7614/5.] (Docex 71.) (Ref. CMK/045/001288/Mrs Chetty.)

Case 3812/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Anil Ramlal Singh**, First Defendant, and **Malla Singh**, 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 Newcastle on the steps of the Magistrate's Court at 11:00, on Friday, 6 May 1994, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff, and may be inspected at his office at Second Floor, Volkskas Building, Voortrekker Street, Newcastle, Natal, namely:

Subdivision 15 (of 2) of Lot 945, Newcastle, situated in the Borough of Newcastle, Administrative District of Natal, measuring 822 (eight hundred and twenty-two) square metres, which property is physically situated at 92 Panorama Drive, Lennoxton, Newcastle, Natal, and which property is held by the above-mentioned Defendants under and by virtue of Deed of Transfer T23461/90.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection of a single-storey dwelling-house, brick under tile consisting of a lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. There is an outbuilding consisting of garage.

Zoning: The property is zoned for single residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

- a) 10% (ten per centum) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.
- b) All current and arrear rates, taxes, electrical, sanitary, water and other fees of 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 16% (sixteen per centum) per annum compounded monthly in advanced 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 17th day of March 1994.

E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 30494/93

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Linesh Dewnarian**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 1 February 1994, the following immovable property will be sold in execution on 6 May 1994 at 10:00, at the Sheriff's salesroom, 12 Campbell Road, Howick, to the highest bidder:

Lot 1599, Howick, Extension 27, situated in the Borough of Howick, Administrative District of Natal, in extent 2 106 (two thousand one hundred and six) square metres, situated at 103 Valley View Road, Howick West.

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, three bathrooms, dining-room, kitchen, lounge, family room, two garages, swimming-pool and servants' quarters.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 12 Campbell Road, Howick, within 14 (fourteen) days of the date of sale.

The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 12 Campbell Road, Howick, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

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

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mduduzi Brian Khuluse**, Defendant

In pursuance of a judgment granted on 17 November 1993, in the Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 11 May 1994, at the main south entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu Flag Post), at 10:00, to the highest bidder:

Description: Ownership Unit G1651, in the Township of Umlazi, District of Umlazi, in extent 558 (five hundred and fifty-eight) square metres, represented and described on General Plan PB147/1990, held under Deed of Grant G3717/90, signed at Ulundi on 12 July 1990. *Physical address:* G1651, Umlazi.

Improvements: Single-storey dwelling under tile dwelling comprising two bedrooms, kitchen, lounge and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser shall pay 10% (ten per centum) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff, within 14 (fourteen) days after the date of sale.
3. The purchaser shall be liable for payment of interest at the rate of 18% (eighteen per centum) to the Plaintiff from the date of sale of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the office of the Sheriff, Umlazi, or at the offices of Strauss Daly Inc.

Dated at Durban on this the 31st day of March 1994.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001. (Ref. Mrs D. Varty/Z19525/OE.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Ganas Perumal Govender**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 3 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 Pinetown, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, on 6 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 2 Samkit Centre, 62 Caversham Road, Pinetown, 3610, namely:

Section 19 as shown and more fully described on sectional plan No. 130/1987 (the sectional plan) in the building or buildings known as "Siripat Mews" of which section the floor area, according to the said sectional plan is 80 (eighty) square metres in extent (the mortgaged section), and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan (the common property) apportioned to the mortgaged section in accordance with the participation quota of the mortgaged section;

which property is physically situated at 19 Siripat Mews, 121 Siripat Road, Reservoir Hills, 4091, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer ST3874/87.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

Zoning: The property is zoned for general residential 4 purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

- a) 10% (ten per centum) of the purchase price together with the 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 duty.
- c) The balance of the purchase price together with interest at the rate of 18% (eighteen per centum) 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 16th 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/Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/A332/026436/Mrs Chetty.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **United Building Society Ltd** (86/04794/06), Execution Creditor, and **Mr Mohanlall Prithirai**, and **Mrs Mayadevi Prithirai**, Execution Debtors

In pursuance of a judgment granted on 8 August 1990, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 20 May 1994 at 09:00, in front of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land being: Lot 368, Earlsfield, situated in the City of Durban, Administrative District of Natal, measuring 392 (three hundred and ninety-two) square metres.

Postal address: 134 Sparfield Road, Earlsfield (formerly 130 Sparfield Road). *Improvements:* Brick under tile dwelling consisting of lounge, kitchen, three bedrooms, bathroom and toilet. *Town-planning: Zoning:* 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 centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrates' Courts 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 office of the Sheriff for the Magistrate's Court, Verulam, Area Two or at our offices.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/U097/001417/Mrs Chelin.)

Case 676/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Fidelity Bank Limited**, Plaintiff, and **Brighnath Sukram**, First Defendant, and **Doreen Sukram**, Second Defendant

Pursuant to a judgment of the above-mentioned Honourable Court, dated 4 November 1992, the undermentioned immovable property will be sold by the Sheriff, Pietermaritzburg, by public auction on Friday, 6 May 1994 at 09:30, at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal:

The immovable property is Subdivision 437 (of 252) of the Farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 348 (three hundred and forty-eight) square metres. *Postal address:* 175 Jupiter Road, Northdale, Pietermaritzburg, Natal. *Improvements:* Lounge, three bedrooms, bathroom, toilet, kitchen and no outbuildings. *Zoning:* Residential.

Nothing is guaranteed in these respects.

The conditions of sale, which may be inspected during normal office hours at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, provide *inter alia*, for the following:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the date of sale to the Sheriff.
2. The balance of the purchase price, shall be paid by the purchaser, to the Sheriff on the date of transfer, together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum from 1 April 1994, compounded monthly, in advance, on the amount of the Plaintiff's judgment as it stands at the date of sale, or on the balance of the purchase price, whichever of the two are greater.

Such interest to be calculated from the date of sale to the date of registration of transfer of the property into the name of the purchaser, both days inclusive, which shall be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys and to be furnished to the Sheriff, within 14 (fourteen) days after the date of sale, which said guarantee is to be irrevocable and not subject to withdrawal by the bank or building society issuing same.

Dated at Pietermaritzburg on this the 16th day of March 1994.

Shepstone & Wylie Tomlinsons, Plaintiff's Attorneys, 199 Pietermaritz Street, Pietermaritzburg. (Ref. WONJ/LJ/87/E0018/92.)

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 **David John Theron**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown, and writ of execution dated 22 February 1994, the property listed hereunder will be sold in execution on 20 May 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Subdivision 13 (of 9) of Lot 207, Ashley, situated in the Borough of Pinetown, and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 1 324 (one thousand three hundred and twenty-four) square metres.

Postal address: 81 Pine Street, Ashley, Pinetown, 3610. *Town-planning zoning:* Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey brick and tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms, two w.c.'s and family room. *Outbuildings:* Servant's room, w.c., tarmac driveway, swimming-pool, brick retaining walls and paving, patio and burglar alarm.

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 21st day of March 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/02/N012/196.)

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 **Karel Andries van de Weg**, Defendant

In pursuance of a judgment granted on 20 January 1994, in the Supreme Court of South Africa (Durban and Coast Local), and under a warrant of execution issued thereafter, the immovable property of the Defendant 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, 22 Chancery Lane, Pinetown:

Property description: Subdivision 4 of Lot 2581, Queensburgh, situated in the Borough of Queensburgh, Administrative District of Natal, measuring 1 005 (one thousand one hundred and five) square metres. *Postal address:* 13 Keeling Place, Queensburgh, Natal, consisting of fully furnished single-storey dwelling of brick under tile comprising lounge, dining-room, kitchen, living-room, four bedrooms, bathroom/w.c., shower/w.c., two garages, outbuilding/w.c. and concrete swimming-pool. *Zoning:* Zoning: Special Residential.

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 centum) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Supreme Court, Pinetown, within 121 (twenty-one) 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 18% (eighteen per centum) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

4. Transfer shall be affected 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 Supreme Court, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban. (Ref. Mr J. C. Jones/cd/vandeweg.nos.)

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Thanks a Million Trading (Proprietary) Limited**, First Defendant, and **Vinod Natalie**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on 17 December 1993, in above-named suit, the following property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Durban on the steps of the Supreme Court, Durban, on Friday, 6 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 Somtsue Road, Durban, Natal, namely:

Lot 655, Isipingo, situated in the Borough of Isipingo, in the Amanzimtoti Regional Water Services Area, Administrative District of Natal, in extent one thousand and ninety-five (1 095) square metres, which property is physically situated at 37A Outer Circuit Road, Isipingo, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T18487/86.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single storey dwelling-house, brick under tile consisting of an entrance hall, lounge, dining-room, family-room, kitchen, scullery, three bedrooms, two bathrooms, shower and toilet. There is an outbuilding consisting of a staff room, bathroom 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 fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 10th day of March 1994.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Mr L. Hall/010763.)

Case 464/94

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 **Gary Wagner**, First Defendant, and **Debra Gail Wagner**, 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, 20 May 1994 at 10:00:

Description: Lot 4524, Pinetown Extension 47, situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 349 (one thousand three hundred and forty-nine) square metres, held under Deed of Transfer T13607/92.

Physical address: 14 Churston Road, Pinetown, Natal.

Zoning: General Residential.

The property consists of the following: Brick under tile dwelling consists of entrance hall, lounge, dining-room, family/TV-room, kitchen, three bedrooms, bathroom with shower, bathroom with toilet, toilet. The outbuildings consist of garage, toilet/shower and swimming-pool.

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 23rd day of March 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7263/S. L. Mayes.)

Case 1574/93

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Bangizwe Victor Miya**, Defendant

In pursuance of a judgment granted on 17 January 1994 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 May 1994 at 10:00, to be held at Office 2, Adams Building, Osborn Road, Eshowe.

1. (a) *Deeds office description*: Ownership Unit B1134, situated in the Township of Sundumbili, District of Inkanyezi, in extent 300 (three hundred) square metres.

(b) *Street address*: Ownership Unit B1134, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under concrete tiled roof dwelling comprising of three bedrooms, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exceptions*: No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 29th day of March 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K603/581 (581/93).]

Case 1567/93

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Edith Ngwana**, Defendant

In pursuance of a judgment granted on 17 January 1994 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 May 1994 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B1212, situated in the Township of Sundumbili, District of Inkanyezi, in extent 340 (three hundred and forty) square metres.

(b) *Street address*: Ownership Unit B1212 Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under tiled roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exceptions*: No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 28th day of March 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K603/588 (588/93).]

Case 1569/93

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Vusumusi E. Sikhosana**, Defendant

In pursuance of a judgment granted on 17 January 1994 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 May 1994 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B1136, situated in the Township of Sundumbili, District of Inkanyezi, in extent 300 (three hundred) square metres.

(b) *Street address*: Ownership Unit B1136, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under tiled roof dwelling comprising three bedrooms, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exceptions*: No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Buildings, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 28th day of March 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K603/594 (594/93).]

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Mfunijeni Shabane**, Defendant

In pursuance of a judgment granted on 17 January 1994 in the above Court and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 May 1994 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B2222, situated in the Township of Sundumbili, District Inkanyezi, in extent 381 (three hundred and eighty-one) square metres.

(b) *Street address*: Unit B2222, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising bedroom, lounge, kitchen and bathroom. An outbuilding comprising blocks under corrugated iron roof. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exceptions*: No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Buildings, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 28th day of March 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K603/568 (568/93).]

Case 1577/93

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Enios M. Myaka**, Defendant

In pursuance of a judgment granted on 17 January 1994 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 May 1994 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe.

1. (a) *Deeds office description*: Ownership Unit B1197, situated in the Township of Sundumbili, District of Inkanyezi, in extent 448 (four hundred and forty-eight) square metres.

(b) *Street address*: Ownership Unit B1197 Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising lounge/diningroom/two bedrooms, kitchen, bathroom/toilet. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exceptions*: No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Buildings, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 28th day of March 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K603/595 (595/93).]

Case 1566/93

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Jabulani A. Ntsetha**, Defendant

In pursuance of a judgment granted on 17 January 1994 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 May 1994 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B710, situated in the Township of Sundumbili, District of Inkanyezi, in extent 322 (three hundred and twenty-two) square metres.

(b) *Street address*: Ownership Unit B710, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising two bedrooms, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exceptions*: No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Buildings, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 29th day of March 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K603/589 (589/93).]

Saak 4366/91

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Simon Mfaniseni Mdhulose**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie teen onroerende goed gedateer 1 Maart 1994 sal die ondervermelde eiendom op 11 Mei 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit F1118, 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 10de dag van Mei 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 506/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **S A Permanente Bouvereniging**, Eiser, en **Cornelius Johannes van Staden**, Verweerder

Uit kragte van 'n vonnis van die Landdros van Newcastle, en kragtens 'n lasbrief van eksekusie, gedateer 22 Februarie 1994 sal die volgende onroerende eiendom tesame met alle verbeterings daarop, per publieke veiling op 11 Mei 1994 om 10:00, voor die Landdroshof, Newcastle, aan die hoogste bieder verkoop word, naamlik:

Erf 12090, Newcastle-uitbreiding 65.

Die voorwaardes van die verkoping mag geïnspekteer word by die kantore van die Balju van die Landdroshof en sal gelees word onmiddellik voor die verkoping.

Geteken te Newcastle op hede die 10de dag van Maart 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat 52, Newcastle.

Saak 2949/89

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance and Investment Corporation Ltd**, Eksekusieskuldeiser, en **Mbhekeni James Sibanyoni**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie teen onroerende goed gedateer 6 Novmber 1993 sal die ondervermelde eiendom op 11 Mei 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Site 2939, 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 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 10de dag van Maart 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 334/91

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Nomalanga Pauline Nxumalo**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie teen onroerende goed gedateer 24 Februarie 1994 sal die ondervermelde eiendom op 11 Mei 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit 8322, Unit E, 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 10de dag van Maart 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 530/90

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Vusumuzi Victor Sokhela**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 24 Februarie 1994, sal die ondervermelde eiendom op 11 Mei 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteelk aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit D6252, 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 10de dag van Maart 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 3679/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Langalakhe Phillip Madlala**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendant, will be sold in execution on 6 May 1994 at 09:00, at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder for cash, without reserve:

Site 3666, Imbali II, in the Township of Edendale DD, District of Pietermaritzburg, Natal, in extent 307 (three hundred and seven) square metres, held by Deed of Grant 1743.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Site 3666, Imbali II, in the Township of Edendale DD, District of Pietermaritzburg, Natal.
2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 7th day of March 1994.

Austen Smith, Plaintiff's Attorney, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/45/K0161/B3.)

Case 1150/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff and **Busani Wiseman Ngidi**, Defendant

In execution of a judgment of the Supreme Court of South Africa, Natal Provincial Division, the following immovable property belonging to the above-named Defendant, will be sold in execution on 6 May 1994 at 12:00, at the main south entrance to the Magistrate's Court, Umlazi, near the National and KwaZulu flag post, to the highest bidder for cash, without reserve:

Ownership Unit 191 Unit BB, situated in the Township of Umlazi, District of Umlazi, Natal, in extent 480 (four hundred and eighty) square metres, held by Deed of Grant B000897/92.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 191 Unit BB, situated in the Township of Umlazi, District of Umlazi, Natal.
2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmlesley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 8th day of March 1994.

Austen Smith, Plaintiff's Attorney, Warmlesley House, 191 Pietermaritz Street, Pietermaritzburg.
(Ref. GRA/jh/50/K0071/C3.)

Case 3084/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Maitshwe Aubrey Mokoape**, Defendant

In execution of a judgment of the Supreme Court of South Africa, Natal Provincial Division, the following immovable property belonging to the above-named Defendants, will be sold in execution on 6 May 1994 at 12:00, at the main south entrance to the Magistrate's Court, Umlazi, near the National and KwaZulu flag post, to the highest bidder for cash, without reserve:

Ownership Unit G367 in the Township of Umlazi, District of Umlazi, Natal, in extent of 383 (three hundred and eighty-three) square metres.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit G367 in the Township of Umlazi, District of Umlazi, Natal, in extent of 383 (three hundred and eighty-three) square metres.
2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmlesley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 8th day of March 1994.

Austen Smith, Plaintiff's Attorneys, Warmlesley House, 191 Pietermaritz Street, Pietermaritzburg.
(Ref. GRA/jh/50/K0124/C3.)

Case 3312/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Muriel Zanele Hlongwane**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendant, will be sold in execution on 6 May 1994 at 09:00, at the Sheriff's Office 5 Court-yard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder for cash, without reserve:

Ownership Unit 1861, Imbali III, in the Township of Edendale, District of Pietermaritzburg, Natal, in extent of 353 (three hundred and fifty-three) square metres, represented and described on Deed of Grant 1861/0.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 1861, Imbali III, in the Township of Edendale, District of Pietermaritzburg, Natal.
2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmlesley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 8th day of March 1994.

Austen Smith, Plaintiff's Attorney, Warmlesley House, 191 Pietermaritzburg. (Ref. GRA/jh/50/K0142/C3.)

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

In the matter between **Venske: Marilyn Pamela Lesbia**, Execution Creditor, and **Venske: Melvyn Edgar**, Execution Debtor

Pursuant to a judgment granted by the above-mentioned Honourable Court, dated 10 March 1982, and warrant of execution served on 14 February 1994, the undermentioned properties will be sold on 6 May 1994 at 10:00, on the steps of the Supreme Court, Durban, to the highest bidder:

1. Lot 787, Kingsburgh, situated in the Borough of Kingsburgh, and in the Port Natal-Edhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 198 (one thousand one hundred and ninety-eight) square metres, and

2. Lot 788, Kingsburgh, situated in the Borough of Kingsburgh, and in the Port Natal-Edhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 218 (one thousand two hundred and eighteen) square metres.

Both properties are situated at 18 Madelaine Road, Warner Beach, South Coast (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): *Description*: House—brick under tiled roof. Double garage separate from main house.

Main house: Three bedrooms—1 en suite with bath/basin/shower and toilet, two toilets—tiled floor, two bathrooms—bath/basin/shower/toilet—tiled floor, lounge—carpeted, dining-room—carpeted, kitchen—fitted cupboards.

Outbuildings: Servants' quarters attached to garages, room and toilet.

The property is fully fenced.

Material terms:

1. The price shall bear interest at the prime rate currently charged by commercial banks from time to time in terms of the mortgage bond over the property 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 the 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 Supreme Court.

Dated at Bedfordview on this the 29th day of March 1994.

M. D. Yammin, for Mark Yammin, Hammond & Partners, Execution Creditor's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenvue, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/NV3072.)

Case 60/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT MADADENI

In the matter between **Couzyn Hertzog and Horak**, Plaintiff, and **V. M. Mthenthwa**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Madadeni, and writ of execution dated 24 January 1994, the immovable property listed hereunder will be sold in execution on 11 May 1994 at 10:00, at the front entrance of the Magistrate's Court, 43 Harding Street, Newcastle:

Owernship Unit E7759, situated in Madadeni Township, in the District of Newcastle, in extent 603,9 square metres.

This property consists of a dwelling-house and the usual outbuildings in respect of which, however, nothing is guaranteed.

Conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 36 York Road, Newcastle, during normal office hours.

J. B. Nkosi, for J. B. Nkosi & Co., Attorneys for Judgment Creditor, Office 1, Favourite Building, 30 Allen Street, Newcastle; P.O. Box 14381, Madadeni, 2951.

Case 3570/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **Chandra Singh**, Plaintiff, and **M. T. Mitha**, Defendant

In the pursuance of a judgment of the Magistrate for the District of Lower Tugela and a writ of execution dated 22 February 1994, the following immovable property will be sold in execution by the Sheriff of the Court, Stanger, on 20 May 1994 at 10:00, at the front entrance to the Magistrate's Court Building at Couper Street, Stanger:

Lot 1634, situated in the Borough of Stanger, Administrative District of Natal, in extent 966 square metres.

Improvements: Double storey face brick under tile dwelling consisting of:

Upstairs: Three bedrooms, lounge, dining-room, kitchen, bathroom, toilet and shower.

Downstairs: Four bedrooms, two kitchens, two toilets/bathrooms—divided into two units.

Outbuildings: Brick under asbestos building consisting of bedroom, kitchen, toilet and shower.

Nothing in this respect is guaranteed.

Situation: 6 Petunia Street, Stanger Manor, Stanger.

Material conditions:

1. 10% (ten per centum) of the purchase price plus the Sheriff's commission shall be paid in cash immediately after the sale and the balance shall be secured within fourteen (14) days after the sale.
2. The property will be sold voetstoots to the highest bidder.
3. The sale shall be subject to the provisions of the Magistrates' Courts Act and rules made thereunder.
4. The full conditions of sale shall be available for inspection at the offices of the Plaintiff's attorneys and Sheriff of Court, Stanger.

Dated at Stanger on this 30th day of March 1994.

Jay Pundit & Co., Plaintiff's Attorneys, Suite 1, Jay Krishna Centre, 134/6 Rood Street, Stanger.

Case 3555/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Harold Andrew Smith**, First Defendant, and **Sharon Bridgett Smith**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Monday, 25 January 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 on the steps of the Magistrate's Court, Albert Street, Estcourt, Natal, on 9 May 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 the Sheriff's Office, 142 Connor Street, Estcourt, Natal, namely:

Lot 3924, Estcourt (Extension 23), situated in the Borough of Estcourt, Administrative District of Natal, in extent six hundred and forty-three (643) square metres which property is physically situated at 6 Capricorn Crescent, Estcourt, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T9423/87.

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, diningroom, kitchen, three bedrooms, two bathrooms and a toilet.

Zoning: The property is zoned for special residential purposes and enjoys 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 (7) 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 17,25% (seventeen comma two 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 fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 11th day of April 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 362/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Selwyn Vukani Baqwa**, First Defendant, and **Smilo Patience Baqwa**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Monday, 14 March 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 Newcastle on the steps of the Magistrate's Court at Murchison Street, Newcastle, Natal, on Friday, 6 May 1994 at 11:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at Second Floor, Volkskas Building, Voortrekker Street, Newcastle, Natal, namely:

Lot 3737, Newcastle (Extension 12), situated in the Borough of Newcastle, Administrative District of Natal, measuring one thousand four hundred and fifty-four (1 454) square metres, which property is physically situated at 24 Kiaat Street, Newcastle, Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T17616/1992.

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. There is an outbuilding consisting of a garage and a toilet.

Zoning: The property is zoned for a single 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 (7) 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% (fifteen comma two 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 fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 29th day of March 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 4841/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Billy Japhet Nyembe**, Defendant

In pursuance of a judgment in the above Court and writ of execution dated 31 March 1994, the immovable property listed hereunder will be sold in execution on Friday, 6 May 1994 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Salesroom, 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 3785, Imbali II, situated in the Township of Edendale, District of Pietermaritzburg, in extent 297 square metres, situated at House 2872, Sinkwazi Road, Imbali, Pietermaritzburg, held by Defendant under Deed of Grant 00004065.

The following information is given about the immovable property but is not guaranteed:

Zoning: Residential.

Improvements: A single-storey dwelling constructed of block under tile, comprising of lounge, kitchen, three bedrooms, bathroom and toilet.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 8th day of April 1994.

Venn, Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N2385/93.)

ORANJE-VRYSTAAT ORANGE FREE STATE

Saak 91/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDEFORT GEHOUD TE VREDEFORT

In die saak tussen **Vredefort Munisipaliteit**, Eksekusieskuldeiser, en **Mnr. R. Beetge**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 24 Mei 1993 in bogemelde saak, sal 'n verkoping sonder reserwe deur die balju, Die Balju, Vredefort, op Vredefort Landdroskantoor, op 11 Mei 1994 om 10:00, gehou word van die ondergemelde eiendom van die eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde balju:

Sekere Erf 545, die voorstad van Vredefort, Registrasieafdeling Vredefort, groot 1 155 vierkante meter, ook bekend as hoek van Eerste Laan en Davelstraat, Vredefort, 9595.

Na bewering is die eiendom goed maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 3% (drie persent) (minimum R10) in kontant op die veilingsdag; die balans teen oordrag wat verseker moet word deur 'n bank of bougenootskap of ander aanvaarbare waarborg wat aan die balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 18,50% (agtien komma vyftig persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, geen in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Parys op 8 Februarie 1994.

De Villiers & Joynt, Prokureurs vir Eksekusieskuldeiser, Dolfstraat 63, Parys; (0568) 2181, Posbus 43, Parys, 9585.

IN DIE LANDDROSHOF BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen **ABSA Bank Bpk.**, handeldrywende as United Bank, Eiser, en **Lefu Johannes Mosia**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbarè Hof en 'n lasbrief tot eksekusie, sal 'n verkoping van die volgende eiendom van die bogenoemde Verweerder voor die Landdroskantoor Bethlehem gehou word op Vrydag, 20 Mei 1994, om 11:00:

Sekere reg, titel en belang in die Huurpag ten opsigte van Perseel 4343, Bohlokong, geleë in die distrik Bethlehem, grootte 344 (driehonderd vier-en-veertig) meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL529/89 en verbind onder Verbandakte BL378/89 en, met woonhuis gebou van steen met sinkdak met normale woongeriewe geleë te Perseel 4343, Bethlehem.

Ter inligting word vermeld dat die verbeterings op die erf geleë is in die gebied gesoneer volgens die Dorpsaanlegskema vir woningsdoeleindes en gereserveer vir die Swart groep, maar niks word in hierdie opsig gewaarborg nie.

Die eiendom sal aan die hoogste bieder verkoop word onderhewig aan 'n minimum prys en die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Geregsbode te Bethlehem en die kantoor van die Landdros te Bethlehem gedurende kantoorure.

Gedateer te die 14de dag van Maart 1994.

Du Plessis, Bosch & Meyerowitz, Murraystraat 31, Posbus 563, Bethlehem, 9700.

Case 736/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Thabo Aaron Modise**,
Identity No. 6401245789080, 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, 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 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:

Erf 16158, Mangaung, District of Bloemfontein, measuring 246 (two hundred and forty-six) square metres, as shown on General Plan L64/1988, held by Certificate of Registered Grant of Leasehold TL5168/1991, subject to the conditions contained therein, consisting of two bedrooms, kitchen, lounge/dining-room and bathroom/toilet.

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% on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of sale.

D. A. Honiball, Attorney for Plaintiff, c/o Israel & Sackstein, 26/28 Aliwal Street, Bloemfontein. (NS9192.)

Saak 7/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MARQUARD GEHOU TE MARQUARD

In die saak tussen **Allied Bouvereniging**, Eiser, en **C. J. Roos**, Verweerder

Ingevolge uitspraak in die Hof van die Landdros van Marquard en lasbrief tot geregtelike verkoping gedateer 11 Februarie 1994, sal die ondervermelde eiendom op Vrydag, 6 Mei 1994 om 10:00, te Landdroskantoor, Marquard, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf: Sekere Resterende Gedeelte van Erf 3, geleë in die dorp en distrik Marquard, groot 1 487 vierkante meter, gehou kragtens Akte van Transport 9226/1985.

Die verbeterings bestaan uit 'n woonhuis met sitkamer, eetkamer, kombuis, badkamer en drie slaapkamers.

Die eiendom sal verkoop word aan die hoogste bieder onderhewig aan 'n minimum prys en die voorwaardes van verkoping is ter insae by die kantore van die Balju van die Landdroshof te Marquard en die kantoor van die Hoof Landdros Marquard, tussen kantoorure.

Gedateer te Bethlehem op hierdie 23ste dag van Maart 1994.

Breytenbach Van der Merwe & Botha, Prokureurs vir Eiser, President Boshoffstraat 29A, Bethlehem, 9700.

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **Metro Cash & Carry Limited**, Plaintiff, and **Ephraim Seelso Monkhe**, First Defendant, and **Mmathae Ruth Monkhe**, Second Defendant

Kindly take notice that pursuant to a judgment delivered by the Supreme Court of South Africa (Orange Free State Provincial Division) on 3 February 1994, and a warrant of execution against immovable property dated 7 February 1994, the undermentioned property will be sold by public auction to the highest bidder on Friday, 6 May 1994 at 10:00, at Peet Avenue Entrance to the Magistrate's Court, Site 589 (Extension 2) and Site 588 (Extension 2), Mangaung, Bloemfontein, on which a factory, a butchershop and offices are erected.

The conditions of sale can be inspected at my office or at the offices of the attorneys for Plaintiff at anytime and further information will be supplied onrequest.

Signed at Bloemfontein this 9th day of March 1994.

P. D. Yazbek, for Lovius - Block, Attorney for Plaintiff, Ground Floor, Standard Bank House, 15A West Burger Street, St Andrew Street Entrance, P.O. Box 819, Bloemfontein. 9300. [Tel. (051) 30-3874/5/6/7/8.] [Fax (051) 47-6441.]

Saak 15153/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Munisipaliteit Bainsvlei**, Eiser, en **A. J. van der Merwe**, Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis gegee deur die Landdros van Bloemfontein, sal verkoping van die volgende eiendom van bogemelde Verweerder plaasvind te Peetlaan-ingang, van die Landdroshof, Bloemfontein, op Vrydag, 6 Mei 1994 om 10:00:

Sekere: Plot 11 van die plaas Avondrust 5487, geleë in die Plaaslike Gebied Bainsvlei, distrik Bloemfontein, gehou kragtens Transportakte 1651/86, grootte 17,1306 (sewentien komma een drie nul ses) hektaar.

Voorwaardes van verkoping:

1. 'n Deposito van 10% (tien persent) van die koopprys is betaalbaar in kontant op datum van verkoping.
2. Vir die balans koopprys moet 'n goedgekeurde bank- of bougenootskapwaarborg, binne 14 (veertien) dae na datum van verkoping gelewer word.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Bloemfontein-Wes, gedurende kantoorure.

Geteken te Bloemfontein hierdie 16de dag van Maart 1994.

H. T. P. Hutchinson, vir Van der Merwe & Sorour, Prokureur vir Eiser, Sewende Verdieping, Atriumgebou, Elizabethstraat, Bloemfontein.

Saak 12198/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Suid-Afrikaanse Brouery Beperk**, Eiser, en **M. J. Kgaudi**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein, en kragtens 'n lasbrief gedateer 5 Augustus 1993, sal die volgende eiendom van die Verweerder per publieke veiling vir kontant op Vrydag, 20 Mei 1994 om 10:00, te Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 318, Mangaung-uitbreiding 1, geleë in die stad en distrik Bloemfontein, groot 320 vierkante meter, gehou kragtens Sertifikaat van Huurpag TL1173/1986.

Die eiendom bestaan onder andere uit die volgende: Sitkamer, eetkamer, twee slaapkamers, badkamer en kombuis.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser teen 18,25% (agttien komma twee vyf persent) per jaar bereken vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonniskskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju waarborg geensins van enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein-Oos, en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 8ste dag van April 1994.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir die Eiser, Bloemfontein.

Saak 6311/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bankorp Beperk**, handel drywend as Trust Bank, Eiser, en **Johannes Cornelius Prinsloo**, Verweerder

Geliewe kennis te neem dat bogemelde Eksekusieskuldeiser van voorneme is om die eiendom van die Eksekusieskulde-naar per openbare veiling deur die Geregsbode van die Hof Bloemfontein, te verkoop op Vrydag, 20 Mei 1994 om 10:00, te die perseel geleë te die Landdroskantoor van Bloemfontein (Peetlaan-ingang) naamlik:

Sekere: Sekere Plot 9, synde 'n gedeelte van die plaas Donegal 1088, geleë in die plaaslike gebied van Bainsvlei distrik Bloemfontein.

Groot: 4,2827 (vier komma twee agt twee sewe) hektaar.

Gehou kragtens: Akte van Transport T478/87.

Onderhewig aan: Die voorwaardes soos volledig daarin uiteengesit.

Geliewe verder kennis te neem dat u hierby opgeroep word om binne 10 (tien) dae 'n redelike reserwe prys vas te stel of skriftelik toe te stem tot die verkoping sonder reserwe prys.

Geteken te Bloemfontein op hierdie 11de dag van April 1994.

N. C. Oosthuizen, vir E. G. Cooper en Seuns, Prokureur vir Eiser, Cooper Huis, St. Andrewstraat 157, Bloemfontein.

Saak 1237/92

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **United Bank**, Eiser, en **L. Aucamp**, Eerste Verweerder, en **H. G. S. Aucamp**, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Tulbach-ingang, Heerenstraat, Welkom op Vrydag, 6 Mei 1994 om 11:00, van die ondervermelde residensiële eiendom van die Eerste Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere: Erf 113, geleë in die dorpsgebied van Riebeeckstad, distrik Welkom, ook bekend as Robertstraat 6, Riebeeckstad, Welkom.

Groot: 1 623 (eenduisend seshonderd drie-en-twintig) vierkante meter.

Onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte T4800/1988, geregistreer op 13 Mei 1988.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit:

'n Woonhuis met ingangsportaal, sitkamer, eetkamer, familie-kamer, drie slaapkamers, kombuis, badkamer/toilet, badkamer, aparte toilet en buitegeboue met 'n motorafdak, bediendekamer en toilet.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

Datum: 8 April 1994.

L. D. Y. Booysen, vir Claude Reid, Prokureur vir Eiser, Unitedgebou, Sesde Verdieping, Maitlandstraat, Bloemfontein.
[Tel. (051) 47-9881.] (Verw. LDYB/SMC/W21115.)

Saak 7/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **NBS Bank Beperk**, Eiser, en **Spienaar Elias Sekaja**, Eerste Verweerder, en **Mmaellena Agnes Sekaja**, Tweede Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik van Odendaalsrus en kragtens 'n lasbrief gedateer 20 Januarie 1994, sal die volgende eiendom van die Verweerder per publieke veiling vir kontant op Vrydag, 20 Mei 1994 om 10:00, te die Landdroshof, Weeberstraat, Odendaalsrus, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die Reg van Huurpag ten opsigte van Perseel 1763, geleë in die dorpsgebied Kutlwanong, distrik Odendaalsrus, groot 320 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL2225/80.

Die eiendom bestaan onder andere uit die volgende: Sit/eetkamer, kombuis, twee slaapkamers, badkamer en toilet.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom(me) sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser teen 15,25% (vyftien komma twee vyf persent) per jaar bereken vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. Die koper moet ook afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastings en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju waarborg geensins van enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Odendaalsrus en/of p.a. die Eksekusieskuldeiser se prokureurs; Mnre. Symington & De Kok, Tweede, Derde en Vierde Verdiepings, N.B.S.-gebou, Elizabethstraat, Bloemfontein en/of Mnre. Van der Watt, Maree & Jordaan, Kerkstraat 52, Odendaalsrus.

Geteken te Bloemfontein op die 11de dag van April 1994.

P.A.C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, NBS-gebou, Bloemfontein; p.a. Van der Watt, Maree & Jordaan, Kerkstraat 52, Odendaalsrus.

Saak 4014/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **José Manuel Lucas Texeira**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein, en kragtens 'n lasbrief gedateer 22 Maart 1994, sal die volgende eiendom van die Verweerder per publieke veiling vir kontant op Vrydag, 20 Mei 1994 om 10:00, te die Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

Deel 28, soos getoon en vollediger beskryf op Deelplan SS40/1992 in die skema bekend as Rosenbloem, in die gebou of geboue geleë te Langenhovenpark, in die munisipale gebied Bainsvlei, groot 104 vierkante meter, gehou kragtens Transportakte ST20273/1993.

Die eiendom bestaan onder andere uit die volgende:

Sit-/eetkamer, kombuis, drie slaapkamers, badkamer, stort en toilet.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom(me) sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser teen 15,25% (vyftien komma twee vyf persent) per jaar bereken vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastings en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnis-skuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju waarborg geensins van enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein, en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op die 11de dag van April 1994.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, NBS-gebou, Bloemfontein.

Saak 169/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Marie Viljoen**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein, en kragtens 'n lasbrief gedateer 21 Januarie 1994, sal die volgende eiendom van die Verweerder per publieke veiling vir kontant op Vrydag, 20 Mei 1994 om 10:00 te Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

Sekere: Erf 2617, geleë in die stad en distrik Bloemfontein, groot 1 108 vierkante meter, gehou kragtens Transportakte T3457/93.

Die eiendom bestaan onder andere uit die volgende:

Sit-/eetkamer, studeerkamer, kombuis, TV-kamer, vyf slaapkamers, twee badkamers, stort, drie toilette, buitekamer met stort en werkskamer in kelder.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom(me) sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser teen 17,25% (sewentien komma twee vyf persent) per jaar bereken vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. Die koper moet ook afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju waarborg geensins van enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein-Wes en/of p.a. die Eksekusieskuldeiser se prokureurs Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein.

P. A. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, NBS-gebou, Bloemfontein.

Saak 13681/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **K I C Limited**, Eiser, en **Jacobus Willem Naude**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein, en lasbrief vir geregtelike verkoping gedateer 1 September 1993, sal die volgende eiendom op 20 Mei 1994 om 10:00, by die Peetlaan-ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Plot 182, geleë in die dorp en distrik Bloemfontein. Akte van Transport T10622/86, perseeladres is Bloemsiglaan 5A, Estoire, Bloemfontein.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein.

Geteken te Bloemfontein op hierdie 7de dag van April 1994.

Israel & Sackstein, Prokureur vir Eiser, Aliwalstraat 26/28, Bloemfontein. (Verw. mev. Banmann/HN.)

Aan: Die Klerk van die Hof, Bloemfontein.

Saak 10085/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Raad van Trustees van Stadiehof**, Eiser, en **J. G. Groenewald**, Verweerder

Ingevolge 'n vonnis gedateer 5 Julie 1993 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 20 Mei 1994 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenheid 20, Deeltitelskema SS, Stadiehof, geleë in die stad en distrik Bloemfontein, ook bekend as Stadiehof 20, Daniël van Niekerkstraat 15, Wilgehof, Bloemfontein, groot 99 m², gehou kragtens Transportakte ST1618/1991, Stadiehof 20, Daniël van Niekerkstraat 15, Wilgehof, Bloemfontein.

Verbeterings: Woonstel bestaande uit twee slaapkamers, kombuis, badkamer, sit/eetkamer en enkelmotorhuis.

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 Landdroshofwet, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 18,5% (agtien 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 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 12de dag van April 1994.

J. H. Conradie, p/a Rossouw & Vennote, Prokureur vir Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

OPENBARE VEILINGS, VERKOPE EN TENDERS PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, WOLMARANSSTAD op 18 Mei 1994 om 10:00 voor die Landdroskantoor te WOLMARANSSTAD die ondergemelde eiendomme by publieke veiling verkoop:—

(1) GEDEELTE 18 ('n Gedeelte van Gedeelte 2) van die plaas SYFERFONTEIN 2, Registrasie Afdeling H.P., Transvaal;

GROOT: 28,7795 hektaar

(2) GEDEELTE 8 ('n gedeelte van Gedeelte 3) van die plaas PALMIETFONTEIN 312, Registrasieafdeling I.P., Transvaal;

GROOT: 59,2606 hektaar

(3) RESTERENDE GEDEELTE van Gedeelte 3 van die plaas PALMIETFONTEIN 312, Registrasie Afdeling I.P., Transvaal;

GROOT: 112,0416 hektaar

(4) RESTERENDE GEDEELTE van die plaas PALMIETFONTEIN 312, Registrasie Afdeling I.P., Transvaal;

GROOT: 221,9945 hektaar

(5) GEDEELTE 9 van die plaas PALMIETFONTEIN 312, Registrasie Afdeling I.P., Transvaal;

GROOT: 283,3522 hektaar

Eiendomme (1), (3) en (4) blykens Akte van Transport T20456/1975 en eiendomme (2) en (5) blykens Akte van Transport T26449/1977 in die naam van JAN ADRIAAN MARX.

Ligging van hierdie eiendomme:—

30 km noord van Wolmaransstad

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

3 Woonhuise, 2 dubbelmotorhuise, 4 staalkonstruksie store, klipstoor, melkstal en 9 arbeidershuise. Veakerend omhein en verdeel in kampe. 6 Boorgate, 4 damme en 7 krippe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkooppooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, kooppooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AHAG 01315 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 14 April 1994.

JAAP VAN DEVENTER AFSLAERS**PUBLIEKE VEILING**

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van **C. E. Kenny**, sal die ondervermelde woonstel aangebied word op 18 Mei 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 gehef word teen heersende bougenootskapkoerse.

Vir meer besonderhede kontak Hercules Campher (0132) 2-5203 (kantoorure) of 2-1170 (na-ure).

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE P. C. AND R. H. KRUGER, MASTER'S REFERENCE No. T2865/93

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Portion 29 (a portion of Portion 11), of the farm Rondavel, alias Skoongezigt 109, District of Pretoria, Registration Division JR, Transvaal, on Saturday, 23 April 1994 at 10:30, a game farm.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel (011) 789-4375.] [Telefax. (011) 789-4369.]

HOUSE OF AUCTIONEERS

INSOLVENT ESTATE: LAETITIA HUMAN, MASTER'S REFERENCE T4092/93

Duly instructed, we will sell by public auction on 25 April 1994 at 11:00, one-bedroomed flat, being 303 Elatus, 568 Church Street, Pretoria.

Terms: 15% (fifteen per cent) deposit in cash or bank-guaranteed cheque.

View: Day prior to sale.

Contact House of Auctioneers (011) 786-9503/5.

PHIL MINNAAR BK AFSLAERS

INSOLVENTE BOEDELVEILING VAN LUKSE WOONSTEL IN SUNNYSIDE, PRETORIA

In opdrag van die Kurator in die insolvente boedel **M. Steenkamp, Meestersverwysing T4394/93**, verkoop ons die ondervermelde eiendom per openbare veiling op Woensdag, 4 Mei 1994 om 11:00:

Plek van veiling: Las Vegaswoonstelle 38, Sunnyside, Pretoria.

Beskrywing van eiendom: Eenheid 25 en 26 van Skema SS, Las Vegas 114, ook bekend as Las Vegaswoonstelle 37 en 38, Mearsstraat 140, Sunnyside, Pretoria, Registrasieafdeling JR, Transvaal, groot 68 m² and 82 m² = 150 m².

Verbeterings: Hierdie woonstel bestaan uit drie slaapkamers (hoofslaapkamer het eien badkamer), groot sit-/eetkamer, badkamer, kombuis, aparte waskamer, volvloermatte, teëls, veiligheidshekke, toesluitmotorhuis en motorafdek.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborgte binne 45 dae na bekragtiging.

Besigtiging: Kontak mnr. Botha vir afspraak by (012) 341-4565.

Afslaaersnota: Woonstelle 37 en 38 sal slegs gesamentlik opgeveil word, weens die feit dat dit so verbreek en herbou is om as een groot woonstel te dien, maar dit is wel apart geregistreeer en kan weer herbou word om twee aparte woonstelle te wees.

Navrae: Skakel Martin by (012) 322-8330/1.

Phil Minnaar BK Afslaaers, Bus 28265, Sunnyside. (Tel. 322-8330/1/2.) [Faks. (012) 322-9263.]

BALJU: STANDERTON

In opdrag van die Likwidateur van **Paratus Kommunikasie BK, Meestersverwysing T4317/93**, in likwidasie, sal ons die ondervermelde bates verkoop per openbare veiling, sonder reserwe, Vrydag, 6 Mei 1994 om 10:00, te Caledonstraat 17, Standerton.

Beskrywing: Rekenaars, kantoortoerusting, meubels, radioherstelwerktuig, onderdele, gereedskap, nuwe radio-toerusting, radiomas, Land Cruiser Reg. No. GVR 165 T, Ford Courier Reg. No. LWV 610 T, woonwa Reg. No. CYG 875 T, Venter-sleepwa Reg. No. NHA 274 T.

Terme: Kontant of bankgewaarborgde tjeks.

Inligting: Balju, Standerton (01331) 2-6234.

KAAP • CAPE

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, BARKLY-OOS op 18 Mei 1994 om 10:00 voor die Landdroskantoor te BARKLY-OOS die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die plaas MOORIVIER HEAD nr. 198 in die Afdeling Maclear

GROOT 1 259,6116 hektaar

Eiendom (1) blykens Akte van Transport T53895/1981

(2) Restant van Gedeelte 2 (BERRIDALE EAST) van die plaas BERRIDALE nr. 173 in die Afdeling Barkly-Oos

GROOT 332,4550 hektaar

Eiendom (2) blykens Akte van Transport T43998/1989

in die naam van ABRAHAM JOHANNES BOTHA

Ligging van hierdie eiendomme:

Eiendom (1) 18 km wes van Rhodes

Eiendom (2) 28 km noordoos van Ugie

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1)

Veekerend omhein en verdeel in kampe. Fonteine, spruite.

Eiendom (2)

Woonhuis, skeerskuur, melkstal, implementeskuur, voerskuur, bokskuur, enjinkamer, 3 arbeidershuise. Veekerend omhein en verdeel in kampe. Fonteine, spruite.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkooppooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, kooppooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCAD 01840 04G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 14 April 1994.

NATAL

AUCOR (NATAL) (PTY) LTD**LEGAL NOTICE**

On behalf of **Mohanlal Valjee (Pty) Limited**, 112 Victoria Street, Durban, and **Mohanlal Valjee Pawnbrokers and Jewellers**, 208 Chatsworth Main Road, Umhlatuzana Township, Durban, we will sell at our mart, 55 Alexandra Street, Durban, on Monday, 25 April 1994 at 14:00:

All unredeemed pledges pawned prior to 1 April 1993.

Unless redeemed a day prior to the sale.

Aucor (Natal) (Pty) Ltd, 55 Alexandra Street, Durban, 4001. [Tel. (031) 305-6811/2/3.] (Fax. 305-2916.)

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, JACOBSDAL op 18 Mei 1994 om 10:00 voor die Landdroskantoor te JACOBSDAL die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 1 van perseel A6 RIET RIVER SETTLEMENT EAST 387, distrik Jacobsdal

GROOT: 4,4126 HEKTAAR

(2) Gedeelte 1 van perseel A4 RIET RIVER SETTLEMENT EAST 387, distrik Jacobsdal

GROOT: 5,7187 hektaar

(3) Gedeelte 1 van perseel A7 RIET RIVER SETTLEMENT EAST 387, distrik Jacobsdal

GROOT: 6,7153 hektaar

(4) Perseel A5 RIET RIVER SETTLEMENT EAST 387, distrik Jacobsdal

GROOT: 19,5789 hektaar

(5) Perseel A10 RIET RIVER SETTLEMENT EAST 387, distrik Jacobsdal

GROOT: 18,0902 hektaar

Eiendomme (1) tot (5) blykens Akte van Transport T5008/1990

in die naam van HESTER CORNELIA MARITZ

Ligging van hierdie eiendomme:—

Eiendomme (1) tot (4): 10 km wes van Jacobsdal

Eiendom (5): 12 km wes van Jacobsdal

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (4)

Woonhuis, stoor, sinkstoor met implemente afdak, pomphuis en arbeidershuis. Veekerend omhein en verdeel in kampe. Boorgat, 2 tenks, 3 krippe en kanaal. Die eiendomme ressorteer onder die Oranje Riet Rivier Staatswaterskema en is as volg daaronder ingelys:

Eiendom (1): 3,9 hektaar

Eiendom (2): 4,2 hektaar

Eiendom (3): 5,9 hektaar

Eiendom (4): 17,2 hektaar

Eiendom (5)

Woonhuis en arbeidershuis. Veekerend omhein. Kanaal en krip.

Die aandag van 'n voornemende koper word daarop gevestig dat indien hy reeds grond besit of belang het in grond onder enige Staatswaterskema of Staatswaterbeheergebied hy bevestiging van die betrokke Minister moet verkry dat hy die waterregte sal kan bekom. Die koper is verantwoordelik vir die oorplasing van die waterregte op sy naam.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopvooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopvooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

Die eiendomme word verkoop onderworpe aan die Staat se beweerde eiendomsreg oor staande oeste wat op die eiendomme mag wees.

Dit word beweer dat waterbelasting ten bedrae van R20 577,35 plus rente ten opsigte van eiendomme (1) tot (4) verskuldig is

VERWYSINGSNOMMER: BBAI 04566 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 14 April 1994.

BELANGRIK!!

Plasing van tale:

Staatskoerante

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1993 tot 30 September 1994 word Afrikaans EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*

—oOo—

IMPORTANT!!

Placing of languages:

Government Gazettes

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1993 to 30 September 1994, Afrikaans is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. *It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.*



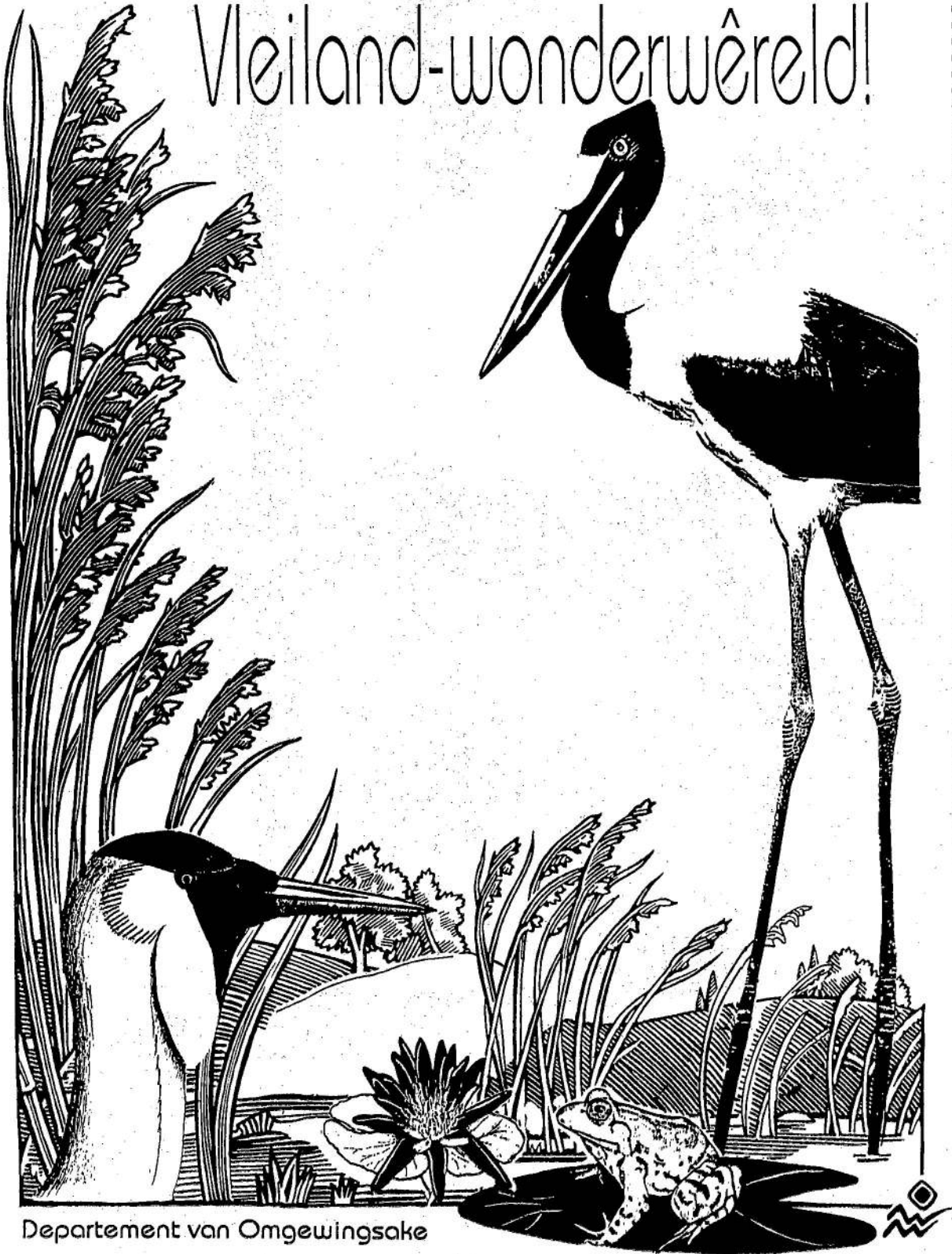
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Departement van Omgewingsake



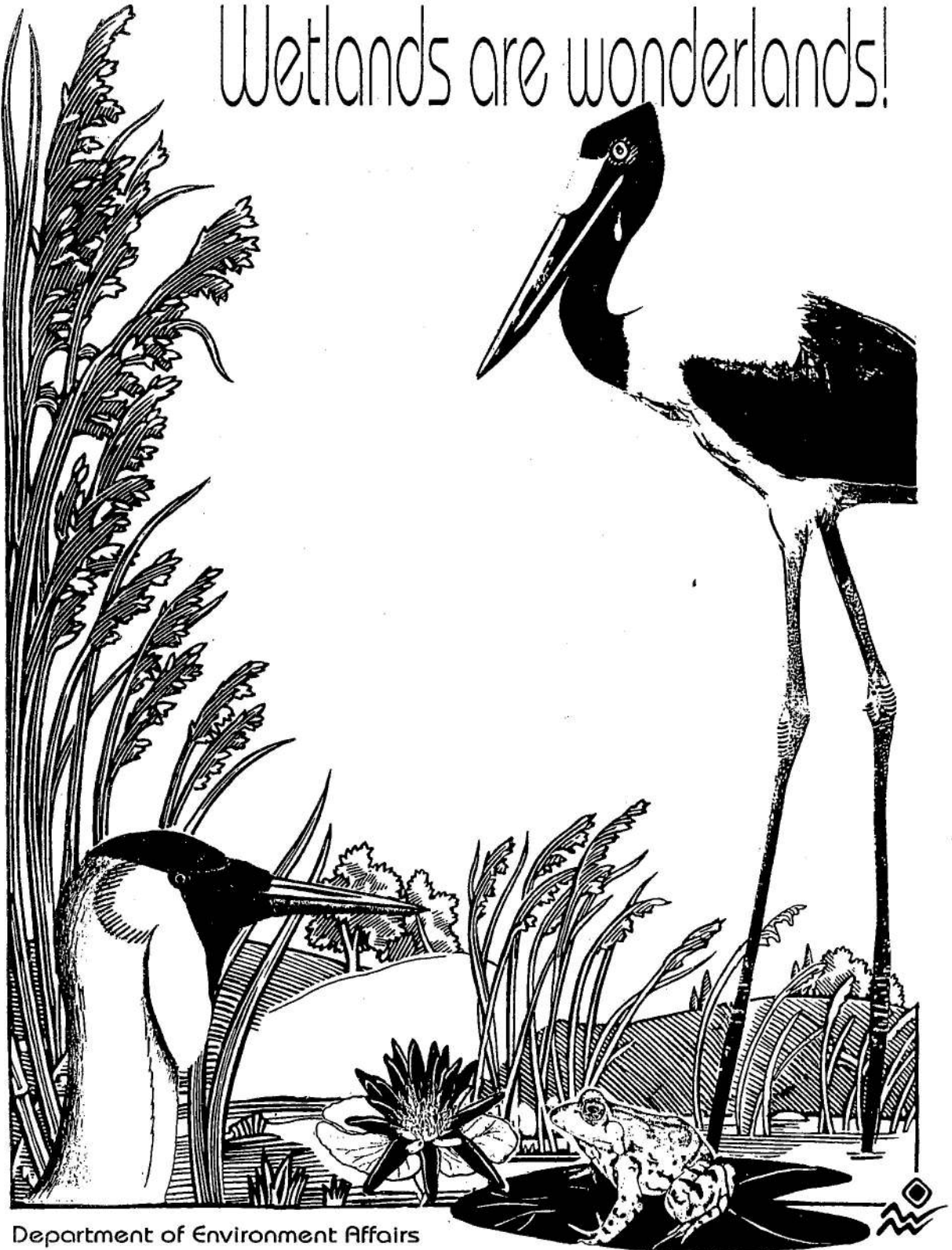
Department of Environment Affairs

Vleiland-wonderwêreld!



Departement van Omgewingsake

Wetlands are wonderlands!



Department of Environment Affairs

INHOUDSOPGAWE

WETLIKE KENNISGEWINGS

	<i>Bladsy</i>
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Belangrik

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Important

Please acquaint yourself thoroughly with the
“Conditions for Publication”

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