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Staatskoerant Government Gazette

Vol. 346

PRETORIA, 29 APRIL 1994

No. 15657

***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</i> |
|---|---------------------------|
| | R |
| BESIGHEIDSKENNISGEWINGS | 30,00 |
| BOEDELWETTEKENNISGEWINGS: Vorms J 297, J 295, J 193 en J 187..... | 12,60 |
| INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS: Vorms J 28, J 29 en Vorms 1 tot 9..... | 25,20 |
| L.W.: Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toegevoeg tot die basiese tarief. | |
| ONOPGEEÏSTE 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 |
| (Sluitingsdatum vir indiening is twee weke voor publiseringsdatum.) | |
| 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, same-smeltings, aanbod van skikking..... | 200,30 |
| Geregtelike besture, <i>kurator bonis</i> en soortgelyke en uitgebreide bevele <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 |
| <i>(Closing date for acceptance is two weeks prior to date of publication.)</i> | |
| 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, para-graaf 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

SLUITINGSTYFIE VIR DIE AANNAME VAN KENNISGEWINGS

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

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

AANSPREEKLIKHEID VAN ADVERTEERDER

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

LIABILITY OF ADVERTISER

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

KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

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

COPY

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

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

- (1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

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

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

Advertensie-afdeling
Staatsdrukkery
Privaatsak X85
Pretoria
0001

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

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

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

13. By 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 9801/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Ranster Investments (Edms.) Bpk.**, Eksekusieskuldeiser, en **A. Schmoor**, handeldrywende as Garden Image, Eksekusieskuldenaar

Ten gevolge van 'n vonnis deur die Landdroshof, vir die distrik Roodepoort, en eksekusiëlasbrief gedateer 16 Februarie 1994, sal die Balju, Landdroshof, Roodepoort, die hiernavermelde eiendom op 20 Mei 1994 om 10:00, te die kantoor van die Balju, Progressweg 182, Technikon, Roodepoort, aan die hoogste bieder verkoop word:

Beskrywing: Erf 784, Little Falls-uitbreiding 2, Registrasieafdeling IQ, Transvaal, groot 669 (seshonderd nege-en-sestig) vierkante meter, gehou kragtens Akte van Transport T36856/91, geleë te Highfalls Turn 828, Little Falls, Roodepoort.

Die volgende inligting word verskaf aangaande die verbeterings, alhoewel geen waarborg daaromtrent gegee kan word nie: Grasdakwoning bestaande uit sitkamer, gesinskamer, eetkamer, studeerkamer, twee badkamers, drie slaapkamers, gang, kombuis, opwas-/waskamer, bediendekamer, dubbelmotorhuis, swembad, staalraamvensters en omhein met gepleisterde steenmure.

Die verkoopvoorwaardes lê ter insae by die Balju, Landdroshof, Progressweg 182, Technikon, Roodepoort, en sal dit onmiddellik voor die verkoping uitgelees word. Die basiese verkoopvoorwaardes is kortliks die volgende:

1. Die eiendom sal vir kontant aan die hoogste bieder, verkoop word, en die verkoping sal onderworpe wees aan die bepalinge en regulasies van die Landdroshofwet en titelakte van die eiendom waar van toepassing.

2. Die koopprys sal soos volg betaalbaar wees:

2.1 10% (tien persent) daarvan in kontant op die dag van die verkoping.

2.2 Die balans van die koopprys teen registrasie van transport en gewaarborg staan te word binne 30 (dertig) dae na datum van verkoping.

2.3 Besit en okkupasie aan die koper verleen word vanaf datum van verkoping, onderhewig aan die regte van enige huurders.

Geteken te Roodepoort op 29 Maart 1994.

Blake Bester Ing., Eerste Verdieping, Blake Bestergebou, hoek van Swart- en Mimosarylaan, Privaatsak X44, Wilropark. (Tel. 764-4643.) (Verw. mnr. Bester/AC/BR4215.)

Saak 6318/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **NBS Bank Beperk**, Eiser, en **Michiel Christiaan Siemelink**, Verweerder

Kennis word hiermee gegee dat nadat 'n lasbrief vir eksekusie gedateer 6 Augustus 1993, uitgereik is deur die bogenelde Agbare Hof, sekere vaste eiendom, naamlik:

Erf 4390, geleë in die dorp Pietersburg-uitbreiding 11, Registrasieafdeling LS, Transvaal, groot 1 013 (een nul een drie) vierkante meter verkoop sal word in eksekusie deur die Balju/afslaer voor die Landdroshof, hoek van Mare- en Bodensteinstraat, Pietersburg, op 18 Mei 1995 om 10:00.

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

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

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

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

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

P. S. Steyn, vir Du Toit, Swanepoel & Steyn, Tweede Verdieping, NBS-gebou, Marestraat, Posbus 181, Pietersburg, 0700.

Case 31550/93

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

In the matter between **Eastern Province Building Society**, Plaintiff, and **Bonafini, G. G.**, First Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 26 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 office of the Sheriff, Johannesburg.

Section 33, as shown and more fully described on Sectional Plan SS88/1992 in the building or buildings known as The Rose, situated at Corlett Gardens Township together with an undivided share in the common property of the land as shown and more fully described on the said sectional plan, measuring 92 (ninety-two) square metres, and held under Certificate of Registered Sectional Title ST63923/1993.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Sectional Title Unit.

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

Auctioneer's charges, payable on the day of 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).

Leon Maartens, for Schwellnus Spies Haasbroek, Plaintiff's Attorneys, 51 Biccard Street, Braamfontein, Johannesburg. (Tel. 886-1800.) (Ref. Mr Haasbroek/E622.)

Case 12048/92

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

In the matter between **Kool Aluminium (Pty) Limited**, trading as Louverdrape Blinds, Plaintiff, and **J. A. Short**, trading as Tracmar Agencies, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) dated 14 July 1992, in the above matter, a sale by public auction will be held by the Sheriff, Pretoria East, at 142 Struben Street, Pretoria, on 18 May 1994, at 10:00, to the highest bidder without a reserve price on conditions which may now be inspected at the office of the Sheriff, at 142 Struben Street, Pretoria. Same will be read before the sale of the following property owned by the Defendant:

Certain remaining extent of Erf 695, situated in Township of Brooklyn, Registration Division JR, Transvaal, measuring 1 177 (one thousand one hundred and seventy-seven) square metres, known as 275 Clark Street, Brooklyn, Pretoria, held under Deed of Transfer T26901/1987.

Improvements: Dwelling-house consisting of lounge, dining-room, kitchen, three bedrooms, separate toilet, study and pantry, two bathrooms. *Outbuildings:* Double carport, storeroom and servants' quarters.

Nothing in this respect is guaranteed.

Terms: 10% (ten per centum) of the purchase price and the auctioneer's charges of 5% (five per centum) up to R20 000 (twenty-thousand rand) and thereafter up to a maximum of R6 000 (six thousand rand) [minimum charges R50,00 (fifty rand)] in cash, on the day of the sale, the balance against transfer to be secured by a bank, building society or other acceptable guarantee to be furnished to the Sheriff.

Klagsbrun de Vries, Attorneys for Plaintiff, Third Floor, Corporate Place, 287 Struben Street, Pretoria. (Tel. 21-2241.) (Ref. Mr de Vries/VR/A4263.)

Saak 13418/93
PH 522

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Wigget, Christopher Raymond**, Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Hof, sal 'n verkoping van die ondergemelde eiendom plaasvind op 6 Mei 1994 om 09:00, te die Landdroshofkantoor, Begemanstraat, Heidelberg, aan die hoogste bieder ooreenkomstig die verkoopvoorwaardes wat ondersoek kan word te die kantoor van die Balju, Heidelberg, naamlik:

Gedeelte 106 ('n gedeelte van Gedeelte 1) van die plaas Rietfontein, Registrasieafdeling IR, Transvaal, groot 10,2856 (tien komma twee agt vyf ses) hektaar, gehou kragtens Akte van Transport T2578/1981, synde 'n leë plaaseiendom.

Gedateer te Johannesburg op hierdie 11de dag van April 1994.

A. L. Mostert & Kie Ing., Prokureurs vir Eiser, 10de Verdieping, Nedbank Corner, Jorissenstraat 96, Posbus 31056, Braamfontein. (Tel. 339-6447.) (Verw. mnr. Mostert/L. Mare.)

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Lekwenaha Sir John Matena**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof, en 'n lasbrief vir eksekusie gedateer 25 Januarie 1994, sal die Verweerder se reg op huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op 27 Mei 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 263, geleë in die dorpsgebied Sebokeng, Eenheid 7, Uitbreiding 1, Registrasieafdeling IQ, Transvaal, groot 281 (tweehonderd een-en-tagtig) vierkante meter.

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

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

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

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

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

Geteken te Vanderbijlpark hierdie 14de dag van April 1994.

Du Plessis & Pieterse, Prokureur vir Eiser, Calance House 1, President Krugerstraat, Vanderbijlpark. (Verw. A1653/J. M. Pieterse/mev. Harmse.)

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Diphapana Abiel Khang**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 25 Januarie 1994, sal die Verweerder se reg op huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op 27 Mei 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 2976, geleë in die Evaton-Wes-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 286 (tweehonderd ses-en-tagtig) vierkante meter.

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

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

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

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

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

Geteken te Vanderbijlpark hierdie 14de dag van April 1994.

Du Plessis & Pieterse, Prokureur vir Eiser, Calancehuis 1, President Krugerstraat, Vanderbijlpark. (Verw. A1648/JM Pieterse/mev. Harmse.)

Saak 1102/94

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

In die saak tussen **Transnet Beperk**, Eiser, en **Johan Jenkins**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 22 Februarie 1994, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Wes, op 19 Mei 1994 om 10:00, te Olivettgebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria, verkoop:

Sekere: 'n Eenheid bestaande uit Deel 18, soos aangetoon en vollediger beskryf of Deelplan SS74/82 in die skema bekend as Drakensberg ten opsigte van die grond en gebou of geboue geleë te Resterende Gedeelte van Gedeelte 1 van Erf 652, Pretoria-dorpsgebied, met straatadres te Drakensbergwoonstelle 204, Skinnerstraat 198, Pretoria, groot 74 (sewe vier) vierkante meter.

Die eiendom is verbeter en bestaan uit sitkamer/eetkamer, kombuis, badkamer, hoofslaapkamer en toegeboorde balkon.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooi, 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 Pretoria-Wes.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) (Verw. mnr. De Klerk/ns/SA0177/T44.)

Case 02625/94
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 **Zeeman 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, Germiston, on 26 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, Germiston, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain Portion 13 of Erf 677, situated in the Township of Dowerglen Extension 3, Registration Division IR, Transvaal, being 18B Robina Crescent, Dowerglen Extension 3, Edenvale, measuring 802 (eight hundred and 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, three bedrooms, two bathrooms with outbuildings with similar construction comprising two garages.

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/fp/Z40.)

Saak 8417/87

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Ferela Proprietary Bpk**, handeldrywende as Ferreira's, Eiser, en **Hitchens Landgoed BK**, Verweerder

Ooreenkomstig 'n vonnis van die landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 26 Mei 1994 om 10:00, by die Baljukantoor te Lochstraat 51, Meyerton, per publieke veiling deur die Balju, van die Landdroshof, Meyerton, verkoop word:

Erf 327, Golfpark-dorpsgebied, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Meyerton, gehou kragtens Akte van Transport T34644/1987, grootte 1 222 (eenduisend tweehonderd twee-en-twintig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserve.
2. Deposito 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.
sit en okkupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by Balju ter insae.

Gedateer te Vanderbijlpark hierdie 12de dag van April 1994.

De Klerk, Vermaak & Vennote Ing., Derde Verdieping, Omegagebou, Vanderbijlpark.

Saak 46468/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Pretorium Trust**, Eiser, en **J. C. Liebenberg**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 5 Augustus 1993, sal hierdie ondervermelde eiendom geregtelik verkoop word op 24 Mei 1994 om 10:00, te Sinodale-sentrum, Visagiestraat 234, Pretoria, aan die persoon wie die hoogste bod maak:

(a) Deel 49, soos aangetoon en volledig beskryf op Deelplan SS318/85, in die skema bekend as Prezinpark 701, H. F. Verwoerdrylaan, Gezina, ten opsigte van die grond en gebou of geboue geleë te 582, Gezina, van welke deel die vloeroppervlakte, volgens voormelde Deelplan 68 (agt-en-sestig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel van die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken.

Gehou kragtens sertifikaat van Geregisteerde Deeltitel ST21757/1992, geleë te Prezinpark 701, H. F. Verwoerdrylaan, Gezina, Pretoria.

Die volgende verbeterings is op die eiendom aangebring maar word nie gewaarborg nie: Woonstel bestaan uit twee slaapkamers, sit/eetkamer, badkamer en kombuis.

Die eiendom word met 'n reserweprys aan die hoogste bieder verkoop. 'n Deposito van 10% (tien persent) word vereis en die balans by wyse van 'n bank- of bouverenigingwaarborg binne veertien (14) dae vanaf datum van die verkoping. Volledige verkoopvoorwaardes sal voor die verkoping afgelees word en is ter insae beskikbaar by die Baljokantore.

Geteken te Pretoria op hede die 13de dag van April 1994.

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

Saak 1650/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHAL GEHOU TE BETHAL

In die saak tussen **United Bank Beperk**, Eiser, en **Isiah Sikwata Mntambo**, Verweerder

Ter uitvoering van 'n uitspraak van bogemelde Hof en 'n lasbrief tot uitwinning gedateer 29 September 1992, sal die ondergemelde goedere op 20 Mei 1994 om 11:00, by die Landdroskantoor, Kamer 83, Bethal, aan die hoogste bieder verkoop word:

Resterende Gedeelte van Erf 1174, Cow Village, Emzinoni, Bethal, Registrasieafdeling IS, Transvaal, gehou kragtens Akte van Transport TL52242/87.

Geteken te Bethal op hierdie 8ste dag van April 1994.

E. van der Walt, vir Cohen, Pretorius, Cronje & Van der Walt, Feldcongebou, Clercqstraat, Posbus 63, Bethal. (Verw. E3256.)

Case C308/93

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Ronny Mpande Milazi**, Defendant

In pursuance of judgment in the above Honourable Court and a warrant for execution, the following immovable property will be sold in execution on 20 May 1994 at 12:00, at the office of the Magistrate, Kabokweni, to the highest bidder:

Stand 1057A, Matsulu A, measuring 464,5 (four six four comma five) square metres.

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

Conditions of sale:

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

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

Dated at Nelspruit this 29th day of March 1994.

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

Case 4121/93

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Cornelia Marais**, Defendant

In pursuance of judgment in the above Honourable Court and a warrant for execution, the following immovable property will be sold in execution on 20 May 1994 at 10:00, at the office of the Magistrate, Nelspruit, to the highest bidder:

Erf 319, situated in the Township West Acres Extension 1, Registration Division JT, Transvaal, measuring 1 311 (one three one one) square metres, situated at corner of Palm Street and Protea Crescent, West Acres, Nelspruit.

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

Conditions of sale:

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

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

Dated at Nelspruit this 8th day of March 1994. a3 Dated at Nelspruit this 8th day of March 1994.

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

Case 707/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Buyisiwe Lillian Sibeko**, Defendant

On 20 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 114, Vosloorus Extension 8, Registration Division IR, Transvaal, situated at 114 Vosloorus Extension 8, 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, 1994, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus 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 14th day of April 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L Pinheiro/H01261.)

Case 4473/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Christiaan Jacobus Lombard**, Defendant

On 20 May 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Portion 16 of Erf 1357, Atlasville Extension 1, Registration Division IR, Transvaal, situated at 16 Kwikkie Street, Atlasville, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1994, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus 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 conveyancing transfer costs and duties, rates, taxes and other charges payable to the local authority.

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H406.)

Case 4267/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **James Ntate Mazibuko**, First Defendant, and **Rosemary Nomasonto Mazibuko**, Second Defendant

On 20 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 7981, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 7981 Vosloorus Extension 9, Boksburg.

Improvements: Detached single storey brick residence consisting of three bedrooms, bathroom, kitchen, dining-room 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 the 14th day of April 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00854.)

Case 9288/92

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Marjory-Ann Wobbe**, Defendant

A sale in execution of the property described hereunder will take place on 23 May 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Ground Floor, Du Pisanie Building, 72 Joubert Street, Germiston:

Erf 40, Klopper Park Township, Registration Division IR, Transvaal, measuring 843 (eight hundred and forty-three) square metres, property also known as 42 Sonneg Street, Klopper Park, Germiston, comprising brick under iron dwelling, lounge, dining-room, kitchen, three bedrooms, bathroom, garage, toilet, carport, walls and paving.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Germiston.

Dated: 15 April 1994.

K. Dinner, for Abe Dinner & Associates, Attorneys for Plaintiff, Fifth Floor, Standard Towers, 247 President Street, Germiston, 1401. (Ref. 15439/KD/PT.)

Case 9195/92

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Erich Ferdinand Landsberg**, First Defendant, and **Hendrika Petronella Landsberg**, Second Defendant

A sale in execution of the property described hereunder will take place on 23 May 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Ground Floor, Du Pisanie Building, 72 Joubert Street, Germiston:

Portion 36 of Erf 2191, Primrose Township, Registration Division IR, Transvaal, measuring 787 (seven hundred and eighty-seven) square metres, property also known as 148 Pretoria Road, Primrose, Germiston, comprising lounge, dining-room, three bedrooms, bathroom, toilet, kitchen, garage, servant's room, store-room, outside toilet and precast walls.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Germiston.

Dated: 14 April 1994.

K. Dinner, for Abe Dinner & Associates, Attorney for Plaintiff, Fifth Floor, Standard Towers, 247 President Street, Germiston, 1401. (Ref. 15307/kd/pt.)

Saak 3893/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **mev. A. C. Nel**, Eiseres, en **D. S. Nel**, Verweerder

Ingevolge die vonnis in bogemelde Agbare Hof verkry op 9 Desember 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 20 Mei 1994 om 10:00, te Landdroskantoor, Morganstraat, Tzaneen aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf geleë in die dorp Tzaneen, Registrasieafdeling IS, Transvaal.

Adres: Beskrywing van eiendom: Gedeelte 6 ('n gedeelte van Gedeelte 1), van die plaas Welverwacht 510, groot 21,9983 (een-en-twintig komma nege nege agt drie) hektaar.

Geteken te Secunda hierdie 14de dag van April 1994.

W. L. Vos, vir Vos, Viljoen & Becker, Eerste Verdieping, SA Permgebou, Secunda. [Tel. (0136) 31-2550.] (Verw. mnr. Vos/NM.)

Case 11152/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jantjie Lucky Moloi**, First Defendant, and **Sibongile Joyce Nyawuza**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 29 October 1993, the property listed hereunder will be sold in execution on Friday, 27 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 18480, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 272 (two hundred and seventy-two) square metres, known as Lot 18480 Tsakane Extension 8, Brakpan.

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

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

Main building: Semi face brick under tiles residence comprising lounge, two bedrooms, bathroom and kitchen. *Fencing:* Diamond mesh.

The material conditions of sale are:

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

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

(c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (if applicable) 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 (ten thousand rand) then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court and Value-Added Tax (if applicable) immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 18% (eighteen per centum) per annum on the Preferent Creditor's claims as contemplated in rule 43 (7) (a) of the Rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

Dated at Benoni on this the 13th 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. Miss Narrendas.)

Case 14261/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **John Ngwenya**, First Defendant, and **Joyce Ngwenya**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and a warrant of execution dated 4 January 1994, the property listed hereunder will be sold in execution of Wednesday, 25 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 3833, Daveyton Township, Registration Division IR, Transvaal, measuring 349 (three hundred and forty-nine) square metres, known as 3833 Vezi 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*: Residence comprising two bedrooms, bathroom, 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 Magistrate's Court 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 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 (ten thousand rand) then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court and Value-Added Tax (if applicable) 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 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 13th 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/Miss Narrendas.)

Case 3724/91

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 **Robert Bigboy Mkhalihi**, First Defendant, and **Lilian Ntombizodwa Mkhalihi**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 8 November 1993, the property listed hereunder will be sold in execution on Friday, 27 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 18558, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, known as 18558 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*: Plaster/bricks under tiles residence comprising lounge, two bedrooms, bathroom and kitchen. *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, 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 (ten thousand rand) then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court and Value-Added Tax (if applicable) immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 20,75% (twenty comma seven five per centum) per annum on the Preferent Creditor's claims as contemplated in rule 43 (7) (a) of the Rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

Dated at Benoni on this the 13th 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. Miss Narrendas.)

Case 11456/91

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 **Sello Churchill N.O.**, First Defendant, and **Maria Dikeledi Mathwaela**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 17 May 1993, the property listed hereunder will be sold in execution on Wednesday, 25 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 11872, Daveyton Township, Registration Division IR, Transvaal, measuring 334 (three hundred and thirty-four) square metres, known as 11872 Hlako Street, Daveyton, Benoni. Registered in the name of Phoko Elina Matlhwaela and Maria Dikeledi Mathwaela.

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 detached single-storey residence comprising two bedrooms, w.c., lounge and kitchen. *Fencing*: Wire. Plastered pitch asbestos roof, House with burglar bars. Neat garden. House upgraded from outside only.

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 (ten thousand rand) then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court and Value-Added Tax (if applicable) immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 20% (twenty 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 will be exercisable only against the occupier.

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

Dated at Benoni on this the 13th 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. Mrs Van Zyl.)

Saak 1585/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHAL GEHOU TE BETHAL

In die saak tussen **Boland Bank Beperk**, Eiser, en **W. Labuschagne**, Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof, gedateer 14 Augustus 1992, en 'n daaropvolgende lasbrief vir eksekusie word die volgende eiendom op Vrydag, 20 Mei 1994 om 11:00, te Kamer 83, Landdroskantoor Bethal, in eksekusie verkoop, naamlik:

Resterende gedeelte van Gedeelte 1 van Erf 661, geleë in die dorpsgebied van Bethal-uitbreiding, Registrasieafdeling IS, Transvaal, groot 8 453 (agtduisend vierhonderd vier-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T42614/89, bestaande uit 'n woonhuis met buitegeboue.

Voorwaardes: Die volle verkoopvoorwaardes is ter insae beskikbaar by die Balju van die Landdroshof, Bethal, en die vernaamste bepalings daarvan is soos volg:

1. Die eiendom word sonder reserwe en aan die hoogste bieder verkoop.
2. Die koper sal 10% (tien persent) van die koopprijs betaal op datum van die verkoping en die balans koopprijs tesame met die rente moet binne 30 (dertig) dae na datum van verkoping verseker word deur middel van 'n goedgekeurde bank en/of ander waarborg.
3. Die eiendom word voetstoots verkoop en origens op dieselfde bepalings en voorwaardes as wat voorkom in die Akte van Transport waarkragtens die eiendom tans gehou word.
4. Die eiendom word verkoop onderhewig aan die bepalings en reëls soos neergelê deur die Wet op Landdroshowe.
5. Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju van die Landdroshof verduidelik word en lê ter insae by die kantoor van die Balju van die Landdroshof te Bethal.

Geteken te Bethal op hierdie 8ste dag van April 1994.

G. K. Cronje, vir Cohen, Pretorius, Cronje & Van der Walt, Prokureurs vir Eiser, Feldcogebou, Clerqstraat, Posbus 63, Bethal, 2310.

Saak 91/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Andreas Pieterse**, Eerste Verweerder, en **Hester Lauretha Elizabeth Pieterse**, Tweede Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof, en 'n lasbrief vir eksekusie gedateer 2 Februarie 1994, sal die Verweerder se volgende onroerende eiendom wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op 15 April 1994 om 10:00, by die Landdroshof, Vanderbijlpark, te wete:

Erf 136, geleë in die dorpsgebied Bonanne, Registrasieafdeling IQ, Transvaal, groot 1 269 (eenduisend tweehonderd nege-en-sestig) vierkante meter.

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

Verkoopvoorwaardes:

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

2. Die koopprijs sal betaalbaar wees soos volg:

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

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

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

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

Geteken te Vanderbijlpark hierdie 14de dag van April 1994.

Du Plessis & Pieterse, Prokureurs vir Eiser, Calance House 1, President Krugerstraat, Vanderbijlpark.

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Serame Simons Mofokeng**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof, en 'n lasbrief vir eksekusie, gedateer 25 Januarie 1994, sal die Verweerder se reg op huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op 27 Mei 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 1368, geleë in die dorpsgebied Sebokeng Eenheid 6-uitbreiding 2, Registrasieafdeling IQ, Transvaal, groot 325 (driehonderd vyf-en-twintig) vierkante meter.

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

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

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

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

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

Geteken te Vanderbijlpark hierdie 14de dag van April 1994.

Du Plessis & Pieterse, Prokureurs vir Eiser, Calance House 1, President Krugerstraat, Vanderbijlpark. (Verw. A1649/J.M. Pieterse/mev. Harmse.)

Saak 33744/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beherende Liggaam van Mayvillas Regpersoon**, Eiser, en **Leoni Christine Lubbe**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof, op 27 Julie 1993, en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 19 Mei 1994 om 10:00, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, te wete:

1. (a) *Akteskantoorbeskrywing*: Eenheid 44, geleë te Erf 85, van die skema bekend as Mayvillas, Skemanommer SS156/85, groot 79 (nege-en-sewentig) vierkante meter onder geregistreerde Titelnommer ST 156/85(44)(Unit).

(b) *Straatadres*: Mayvillas 32, hoek van Paul Kruger- en Greenstraat, Mayville, Pretoria.

(c) Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: Twee slaapkamerwoningstel, badkamer en toilet, sit- en eetkamer, kombuis, gebou met sement en stene.

2. Verkoopvoorwaardes:

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

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

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

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

Geteken te Pretoria op hede die 15de dag van April 1994.

E. Y. Stuart, Prokureur vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.) (Verw. E. Y. Stuart/AM/3916.)

Case 12712/93
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 **Chabedi, David Sentshabeng**,
First Execution Debtor, and **Chabedi, Julia Mamokete**, 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 26 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 East, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 5790, situated in the Township of Chiawelo Extension 3, Registration Division IQ, Transvaal, being 5790 Chiawelo Extension 3, Johannesburg (previously known as 720 Chiawelo), 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 single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, two bedrooms and bathroom.

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

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

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

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

Case 22783/93
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 **Uys Dirk Cornelius**, First Execution Debtor,
and **Uys Joyce**, 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 26 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain Erf 1879, situated in the Township of Crystal Park Extension 2, Registration Division IR, Transvaal, being 4 Bandalier Street, Crystal Park Extension 2, Benoni, measuring 800 (eight 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, separate toilet, three bedrooms, two bathrooms 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 fourteen (14) days from the date of sale.

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

Dated at Johannesburg on this the 13th day of April 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/U.14.)

Case 14659/93

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

In the matter between **Allied Bank**, a Division of ABSA Bank Limited (Reg. No. 86/04794/06), Plaintiff, and **William Henry Moran**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 1 March 1994, 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 37, Marister Agricultural Holdings, situated on Plot 37, Purchase Street, Marister Agricultural Holdings, in the Township of Marister Agricultural Holdings, District of Benoni, measuring 2,2015 (two comma two nought one five) hectares.

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

Building built of brick and plaster, tiled roof, comprising entrance hall, lounge, dining-room, kitchen, one bathroom with w.c. and three bedrooms.

The conditions of sale:

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

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

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

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/A00067 (A067).]

Case 5244/93

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

In the matter between **Allied Bank**, a division of ABSA Bank Limited (Reg. No. 86/04794/06), Plaintiff, and **Sadhasivan Thavandren Kisten**, First Defendant, and **Annette Kisten**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 22 October 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 25 May 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 47, Rynsoord Township, situated on 15 Jacques Street, in the Township of Rynsoord, District of Benoni, measuring 1 160 (one thousand one hundred and sixty) square metres.

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

Building built of brick and plaster, metal roof, comprising an entrance hall, lounge, dining-room, family room, kitchen, four bedrooms, bathroom with w.c., w.c. with a shower, double garage, w.c., scullery, laundry, granny flat with four bedrooms, kitchen, bathroom and w.c.

The conditions of sale:

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

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

Dated at Boksburg on this 14th day of April 1994.

Hammond Pole & Dixon, Attorneys for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/AF6234 (AB834).]

**Case 16973/93
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 **Shabangu Elphas Mrolintshi**, 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 26 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, Germiston, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain Erf 233, situated in the Township of Malvern East Extension 1, Registration Division IR, Transvaal, being 10 Graham Road, Malvern East Extension 1, Germiston, measuring 888 (eight hundred and eighty-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 iron roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms, with separate toilet with outbuildings with similar construction comprising garage, servant's room, toilet and store-room.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 13th 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/S440.)

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mzukwa, Lloyd Makhosonke**,
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 27 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 1036, situated in the Township of Dawn Park, Registration Division IR, Transvaal, being 23 Blesbok Street, Dawn Park, Boksburg, measuring 889 (eight hundred and eighty-nine) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, family room, study, three bedrooms and two bathrooms, with outbuildings with similar construction comprising of double garage, carport, 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 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/M736.)

Saak 91921/93

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **First National Bank Limited**, Eiser, en **A. Z. Malindi**, Eerste Verweerder, en **M. E. Malindi**,
Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg en 'n lasbrief vir eksekusie gedateer 17 November 1993, sal die volgende eiendom in eksekusie verkoop word voor die Landdroshof, President Steynstraat, Westonaria, op 20 Mei 1994 om 10:00, aan die hoogste bieder naamlik:

Hoewe 43, Wes Rand-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 2,3483 (twee komma drie vier agt drie) hektaar, gehou kragtens Transportakte T50796/1990, ook bekend as Plot 43, Vyfde Straat, Suurbekom, Westonaria.

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

Hoofgebou: Sitkamer, vyf slaapkamers, badkamer en kombuis.

Buitegeboue: Enkel garage.

Titelakte voorwaarde: Streng vir woning doeleindes alleenlik.

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

Die verkoopvoorwaardes mag gedurende kantoorure te kantoor van die Balju vir Westonaria ondersoek word.

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

Brian Alberts & Vennote, Eerste Verdieping, Protea-sentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 72/93B.)

Saak 28026/93

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Eerste National Bank Beperk**, Eiser, en **M. A. Mavimbela**, Eerste Verweerder, en **V. Mavimbela**,
Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg en 'n lasbrief vir eksekusie gedateer 29 Oktober 1993, sal die volgende eiendom in eksekusie verkoop word voor die Landdroshof, President Steynstraat, Westonaria, op 20 Mei 1994 om 10:00, aan die hoogste bieder naamlik:

Erf 3297, Lenasia-uitbreiding 7-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 621 (seshonderd een-en-twintig) vierkante meter, gehou kragtens Transportakte T13869/92, ook bekend as 3297 Sulphur Place, Migson Manor, Lenasia-Suid.

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

Hoofgebou: Enkel verdieping, vyf slaapkamers, twee badkamers en kombuis.

Buitegeboue: Geen.

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

Die verkoopvoorwaardes mag gedurende kantoorure te kantoor van die Balju vir Westonaria ondersoek word.

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

Brian Alberts & Vennote, Eerste Verdieping, Protea-sentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 6/93B.)

Saak 112011/93

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **First National Bank Limited**, Eiser, en **Thabo Benjamin Mokone**, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg en 'n lasbrief vir eksekusie gedateer 20 Januarie 1994, sal die volgende eiendom in eksekusie verkoop word voor die Landdroshof, President Steynstraat, Westonaria, op 20 Mei 1994 om 10:00, aan die hoogste bieder naamlik:

Hoewe 330, Wes Rand-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 2,9005 (twee komma nege nul nul vyf) hektaar, gehou kragtens Transportakte T30211/1993, ook bekend as Plot 330, Sesde Straat, Wesrand-landbouhoewes, Westonaria.

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

Hoofgebou: Sitkamer, vyf slaapkamers, badkamer en kombuis.

Buitegeboue: Geen.

Titelakte voorwaarde: Streng vir woning doeleindes alleenlik.

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

Die verkoopvoorwaardes mag gedurende kantoorure te kantoor van die Balju vir Westonaria ondersoek word.

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

Brian Alberts & Vennote, Eerste Verdieping, Protea-sentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 109/93B.)

Saak 10817/90

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk** (Allied Bank Divisie), Eiser, en **Thavasoomoathoo Padayachy**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Marshallstraat 131, Johannesburg, op 19 Mei 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Vanduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae lê:

Sekere Erf 547, Lenasia-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Nirvanalaan 118, Lenasia-uitbreiding 1, grootte 612 m² (ses een twee vierkante meter).

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende:

Hoofgebou: Sitkamer, eetkamer, kombuis, drie slaapkamers, speelkamer en twee badkamers/toilet (dubbelverdieping-huis).

Buitegeboue: Dubbelmotorhuis, bediendekamer en toilet.

Konstruktueer: Baksteen met teël.

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

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

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

J. J. Rossouw, vir Botha Moll en Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Johannesburg, Posbus 1588. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8082E.)

Case 1878/94
PH388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kruger, Jan Adriaan**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 20 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 1111, Lindhaven Extension 4 Township, Registration Division IQ, Transvaal.

Area: 796 (seven hundred and ninety-six) square metres.

Situation: 318 Panda Street, Lindhaven Extension 4.

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

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

Dated at Johannesburg on this the 14th day of April 1994.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg.
(Tel. 331-8535.) (Ref. ForeclosuresN141:NP94.)

Case 30395/93
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Maduna, Charles Stephen**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 20 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: All the right title and interest in the 99 year right of leasehold in respect of Site 10265, Dobsonville Extension 3 Township, Registration Division IQ, Transvaal.

Area: 240 (two hundred and forty) square metres.

Situation: Stand 10265, Dobsonville Extension 3.

Improvements (not guaranteed): A house under tiled roof consisting of two bedrooms, bathroom, kitchen, dining-room with wire fence around property.

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

Dated at Johannesburg on this the 30th 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. ForeclosuresF32:CA 120.)

Case 11801
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 **Behrmann, Hellen Emmerencia**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 27 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, Springs, 56 12th Street, Springs, prior to the sale:

Certain Erf 1174, situated in the Township of Selcourt, Registration Division IR, Transvaal, being 15 Sabie Road, Selcourt, Springs, measuring 1 071 (one thousand and seventy-one) square metres.

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

The detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, separate toilet, three bedrooms, two bathrooms with outbuildings with similar construction comprising of garage, two carports, servant's room, toilet and laundry.

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

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

B. W. Webber, for Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.256.)

Case 33154/93
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **De Castro, Jose Louis**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 19 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 742, Rosettenville Township, Registration Division IR, Transvaal, area 495 (four hundred and ninety-five) square metres, situation 135 Lang Street, Rosettenville, Johannesburg.

Improvements (not guaranteed): A pair of semi-houses under slate roof, each consisting of two bedrooms, bathroom, kitchen, lounge and garage with precast walls around property.

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

Dated at Johannesburg on 31 March 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N5:NT395.)

Case 29087/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Monoko, Sophie Moselantja**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on 18 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, Alberton, prior to the sale:

Certain all the right, title and interest in the leasehold in respect of Erf 6059, Moleleki Extension 2 Township, Registration Division IR, Transvaal, situated at 6059 Moleleki Extension 2, Katlehong, Alberton, being the *domicilium citandi et executandi*, measuring 250 (two hundred and fifty) square metres.

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

Building built of bricks, plaster and paint, cement tiled roof, comprising lounge, two bedrooms, bathroom, kitchen and w.c. Property fenced.

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 fourteen (14) days from the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Dated at Johannesburg this 31st 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/N00031.)

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

In the matter between **Johannesburg Municipal Pension Fund**, Plaintiff, and **Ottomar Louis Lange**, 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, Roodepoort, on 20 May 1994 at 10:00, of the under-mentioned property of the Defendant on the conditions read out by the auctioneer at the offices of the Sheriff, 182 Progress Road, Technikon, district of Roodepoort, prior to the sale, and which may be inspected at the offices of the Sheriff, prior to the sale, namely:

Erf 183, Delarey Township, Roodepoort, Registration Division IQ, Transvaal, in extent 992 (nine hundred and ninety-two) square metres, held by Deed of Transfer T26195/1992, situated at 6 Seventh Street, Delarey, District of Roodepoort.

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

A single storey residence under zinc roof, consisting of a lounge, dining-room, three bedrooms, two bathrooms, kitchen, scullery, double garage and servants' quarters.

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

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

Signed at Johannesburg the 31st day of March 1994.

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

Saak 63/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **Kemp, G. P.**, Verweerder

Ingevolge vonnis van die Landdroshof van Meyerton, en lasbrief vir eksekusie gedateer 22 Maart 1994 sal die ondervermelde eiendom op 19 Mei 1994 om 10:00 by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word:

Besonderhede van die eiendom, geleë binne die distrik Vereeniging, is soos volg: Sekere Gedeelte 15, Erf 185, Meyerton Farms, Registrasieafdeling IR, Transvaal, groot 1 012 (een nul een twee) vierkante meter.

Voorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg: In kontant onmiddellik na ondertekening van die verkoopvoorwaardes, 10% (tien persent) van die koopprys of R500 watter bedrag ookal die grootste is en die balans van die koopprys binne 14 dae daarna in kontant of verseker te word deur die lewering van 'n bevredigende bank- of bouverenigingwaarborg.

3. Die volle verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Lochstraat 51, Meyerton, en sal deur hom uitgelees word by aanvang van verkoping.

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

Aldus gedoen en geteken te Meyerton op hede die 22ste dag van Maart 1994.

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

Saak 7835/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **Badenhorst Petrus Johannes**, Eerste Vonnissskuldeiser, en **Badenhorst, Anna Susanna**, Tweede Vonnissskuldeiser, en **Pretorius, Anna Elizabeth**, Vonnissskuldenaar

Ingevolge 'n vonnis en lasbrief uitgereik in bogemelde Hof, sal onderstaande eiendom in eksekusie verkoop op 20 Mei 1994 om 11:00, ten kantore van die Balju van Brakpan, Prince Georgelaan 439, Brakpan:

Erf 2371, Brakpan-dorpsgebied, liggend Stoffberglaan 17, Brakpan, grootte 991 m².

Verbeteringe: Gepleisterde baksteen huis met sinkdak: Sitkamer, woonkamer, vier slaapkamers, badkamer met aparte stort, kombuis.

Buitegeboue: Motorhuis, huishulpkamer, pakkamer.

Sonering: Residensieel.

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 baljekommissie 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 belastinge, wat agterstallige en regskoste 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 van Brakpan vanaf datum van hierdie kennisgewing.

Geyser & De Kock, Glenley Huis, Kingswaylaan 116, Brakpan. (Tel. 744-4620.) (Verw. mnr. Geyser/mej. Heunis/B1724.)

Saak 363/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **Stadsraad van Brakpan**, Vonnisskuldeiser, en **D. J. Steyn**, Vonnisskuldenaar

Ingevolge 'n vonnis en lasbrief uitgereik in bogemelde Hof, sal onderstaande eiendom in eksekusie verkoop op 20 Mei 1994 om 11:00, ten kantore van die Balju van Brakpan, Prince Georgelaan 439, Brakpan:

Erf 602, Brakpan-Noord-uitbreiding 1, Brakpan-dorpsgebied, ligging Wootenlaan 7, Brakpan-Noord, Brakpan, grootte 1 010 vierkante meter.

Verbeteringe: Gepleisterde huis met teeldak bestaande uit sitkamer, eetkamer, drie slaapkamers, badkamer met aparte toilet, kombuis.

Buitegeboue: Motorhuis (onvoltooid).

Sonering: Residensieel.

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 baljekommissie 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 belastinge, wat agterstallige en regskoste 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 van Brakpan, vanaf datum van hierdie kennisgewing.

Geyser & De Kock, Glenleyhuis, Kingswaylaan 116, Brakpan. (Tel. 744-4620.) (Verw. mev. Visagie/TD538/AH.)

KENNISGEWING VAN VERKOPINGS IN EKSEKUSIE

Ingevolge uitsprake van die Landdroshof van Vanderbijlpark, en lasbriewe vir eksekusie sal die volgende onroerende eiendomme, wat spesiaal uitwinbaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 20 Mei 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark.

Eksekusieskuldeiser: **Nedcor Bank Bepark**, voorheen bekend as Nedperm Bank Bepark.

Verkoopvoorwaardes:

1. Die eiendomme sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die regte van verbandhouders en ander preferente krediteure.
2. Die koopprijs sal betaalbaar wees soos volg:
 - (a) 10% (tien persent) van die koopprijs in kontant op die dag van die verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer op die dag van die verkoping, welke waarborg betaalbaar moet wees teen registrasie van transport in die naam van die koper, vry van kommissie te Vanderbijlpark.
 - (b) Die balans is betaalbaar in kontant binne veertien dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne veertien (14) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Landdroshof te Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die genoemde reg in die naam van die koper.
3. Die volledige verkoopvoorwaardes lê ter insae by die Balju, Landdroshof te Vanderbijlpark, en by die Eiser se prokureurs en sal deur die Balju voor die verkoping uitgelees word.

4. Die eiendomme word verkoop onderworpe aan die terme en titelvoorwaardes daarvan.
5. Verbeterings hieronder vermeld word nie gewaarborg of hiermee verseker dat dit korrek is nie.

Saak 8026/93.

Vonnisskuldenaar: Motene Johannes Tshabalala en Nomithi Dina Tshabalala.

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Gedeelte 4 van Erf 8023, in die dorpsgebied Evaton West, Registrasieafdeling IQ, Transvaal.

Groot: 255 vierkant meter.

Verwysing: P3/169.

Beskrywing: Twee slaapkamerhuis met sitkamer, kombuis en badkamer.

Saak 2259/93.

Vonnisskuldenaar: Mzondi Philemon Miyambo en Nkadameng Salamina Miyambo.

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 22008, in die dorpsgebied Sebokeng Eenheid 13, Registrasieafdeling IQ, Transvaal.

Groot: 259 vierkant meter.

Verwysing: P3/54.

Beskrywing: Drie slaapkamerhuis met sitkamer, kombuis, twee badkamers en motorhuis.

Saak 7868/89.

Vonnisskuldenaar: Judith Lillie Makhanya.

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 13099, in die dorpsgebied Sebokeng Eenheid 11, Registrasieafdeling IQ, Transvaal.

Groot: 412 vierkant meter.

Verwysing: P9/1687.

Beskrywing: Twee slaapkamerhuis met sitkamer, kombuis en motorhuis.

Saak 8027/93.

Vonnisskuldenaar: Mosiuoa Isaac Motloun.

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Persele 302 en 303 in die dorpsgebied Sebokeng Eenheid 10 Uitbreiding 2, Registrasieafdeling IQ, Transvaal.

Groot: 288 vierkant meter.

Verwysing: P3/168.

Beskrywing: Eenslaapkamerhuis met sitkamer, kombuis, eetkamer, badkamer, gesinskamer, 'n studeerkamer, motorhuis, motorafdek en 'n swembad.

Saak 9384/92.

Vonnisskuldenaar: Solomon Mbhele en Maserame Julia Mbhele.

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 6124 in die dorpsgebied Sebokeng Eenheid 12, Registrasieafdeling IQ, Transvaal.

Groot: 275 vierkant meter.

Verwysing: P2/320.

Beskrywing: Tweeslaapkamerhuis met sitkamer, kombuis en badkamer.

Saak 8087/93.

Vonnisskuldenaar: Mhlupheki Morgan Skhosana.

Eiendom: Gedeelte 16 van Erf 8043, in die dorpsgebied Evaton West, Registrasieafdeling IQ, Transvaal.

Groot: 253 vierkant meter.

Verwysing: P3/177.

Beskrywing: Erf met huisfondament.

Saak 8088/93.

Vonnisskuldenaar: Ndo Andrew Ratsiane en Moselantja Elizabeth Talita Ratsiane.

Eiendom: Gedeelte 6 van Erf 8027 in die dorpsgebied Evaton West, Registrasieafdeling IQ, Transvaal.

Groot: 265 vierkant meter.

Verwysing: P3/178.

Beskrywing: Erf met huisfondament.

Gedateer te Vanderbijlpark op hede die 12de dag van April 1994.

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

Saak 39/91

IN DIE LANDDROSHOF VIR DIE DISTRIK KRIEL GEHOU TE KRIEL

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **J. F. van der Berg**, Eerste Verweerder, en **L. van der Berg**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 19 April 1991, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 18 Mei 1994 om 11:00, te die Landdroskantoor, Kriel, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 1522, Uitbreiding 5, Kriel, geleë in die dorp Kriel, Registrasieafdeling IS, Transvaal.

Adres: Orchidstraat 10, Kriel.

Beskrywing van eiendom: Drie slaapkamers, kombuis, eetkamer, een en 'n half badkamers en sitkamer.

Groot: 1 008 (een nul nul agt) vierkante meter.

Geteken te Secunda op hede hierdie 11de dag van April 1994.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Permgebou, Secunda, 2302. (Tel. 31-2550.)

Case 25598/93
PH 482

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

In the matter between **Eastern Province Building Society**, Plaintiff, and **Carelse, Jacques Eben**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) a sale without reserve will be held at the offices of the Sheriff of the Supreme Court for the District of Benoni, at the Sheriff's Office, at 49 Kempston Avenue, Benoni, on 19 May 1994 at 10:00, of the undermentioned property of the Defendant on and subject to the conditions, which conditions may be inspected at the offices of the Sheriff:

The property is Erf 1744, Crystal Park Extension 2 Township, Registration Division IR, Transvaal, in extent 866 square metres, situated at 22 Rondebosch Street, Crystal Park, Benoni.

The property is a single storey dwelling consisting of the following improvements in respect whereof nothing is warranted or guaranteed:

- (a) Lounge, dining-room, entrance hall, kitchen, three bedrooms, bathroom (main en suite), and bathroom.
- (b) Outbuildings: W.c and servants' quarters.
- (c) Two carports.

The property is of tiled roof, brick external walls and carpeted floors.

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

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

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

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

Saak 7193/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Mosiuaa Phillip Mokoena**, Eerste Verweerder, en **Mamoratehi Lydia Mokoena**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 20 Mei 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 468, geleë in die dorpsgebied Sebokeng, Eenheid 7, Uitbreiding 1, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport TL26482/89, grootte 312 (driehonderd en twaalf) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 12de dag van April 1994.

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

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Midrand**, Eiser, en **Zeff George Nkuna**, Eerste Verweerder, en **Mundu Maria Nkuna**, Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof, gedateer 27 Januarie 1994, sal die ondervermelde eiendom op 18 Mei 1994 om 10:00, deur die Balju Pretoria-Suid, te Strubenstraat 142, Pretoria, aan die hoogste bieder geregtelik verkoop word:

Gedeelte 5 van Erf 411, Country View-uitbreiding 3, Registrasieop word:

Gedeeftedeling JR, Transvaal, groot 936 vierkante meter, gehou kragtens Akte van Transport T60458/92, bekend as Tumble Weed Place 411/5, Country View-uitbreiding 3.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Onverbeterde perseel.

Sonering: Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Edenpark, Hoewe 83, hoek van Gerhardstraat en Weslaan, Lyttelton-landbouhoewes, Verwoerdburgstad, en bevat onder andere die volgende:

(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 bougenootskap 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.

(b) Die koper moet afslagsgelde op die dag van die verkoping betaal teen 5% (vyf persent) tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum geld van R6 000 met 'n minimum van R200 plus BTW.

Geteken te Pretoria hierdie 8ste dag van April 1994.

Eben Griffiths & Vennote, p.a. Wilsenach Van Wyk Goosen & Bekker Ing., Sanlamsentrum 1115, Andriesstraat, Pretoria.
[Tel. (012) 64-1007/64-1039.]

Case 196/93

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

In the matter between **First National Bank**, Plaintiff, and **John Cross**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 11 June 1993 and subsequent warrant of execution the following property will be sold in execution at the Sheriff's Office, Springs, on 27 May 1994 at 15:00, namely:

Erf and township: Erf 165, Edelweiss Township, held by Deed of Transfer T12058/75, measuring 1 004 square metres, Registration Division IR, Transvaal, also known as 20 Reedbuck, Edelweiss.

Description of the property: Brick building, tiled roof, lounge, dining-room, kitchen, two bathrooms, three bedrooms and double garage.

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 Springs on this 28th day of March 1994.

B. Cooper, for Ivan Davies Theunissen, IDT Building, P.O. Box 16, Docex 6, Springs. (Ref. Mr Ashton/NK/DN2402.)

Saak 2359/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BARBERTON GEHOU TE BARBERTON

In die saak tussen **Barberton Stadsraad**, Eiser, en **G. A. Spies**, Eerste Verweerder, en **A. M. Spies**, Tweede Verweerder

Ingevolge 'n lasbrief van die Landdros van Barberton, sal die volgende eiendom per openbare veiling verkoop word op Woensdag, 1 Junie 1994 om 09:00, by die Landdroskantoor Barberton:

Erf 2461 (Gedeelte 2) geleë in die dorpsgebied van Barberton-uitbreiding 1, Registrasieafdeling JU, Transvaal, groot 1983 (eenduisend negenhonderd drie-en-tagtig) vierkante meter, ook bekend as 2 Crownstraat, Barberton.

Steenwoonhuis met dubbelmotorhuis en swembad en alle verdere verbeteringe.

Hierdie erf sal aan die hoogste bieder vir kontant verkoop word onderhewig aan enige verbande, indien enige, asook die voorwaardes uiteengesit in die verkoopvoorwaardes wat by die Balju van die Landdroshof se kantoor vir insae lê.

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

B. van Rensburg, vir Mnre. Bekker van Rensburg, Generaalstraat 10, Posbus 253, Barberton, 1300. (Verw. JJVR/sc/B1241/B230.)

Case 359/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **S. G. and M. Jordaan**, Defendants

In terms of a judgment of the Magistrate's Court for the District of Rustenburg and a writ of execution dated 1 March 1994, a sale by public auction without a reserve price will be held on 18 May 1994 at 11:00, in front of the Magistrate's Court, Rustenburg, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Messenger of the Court, 30 Smits Avenue, Rustenburg, the Clerk of the Court, Magistrate's Court, Rustenburg and Kloof Auctioneers, c/o Van Velden-Duffey, Second Floor, Biblio Plaza, corner of Van Staden and Smith Streets, Rustenburg, of the following property owned by the Defendants:

Portion 5 of Erf 754, Rustenburg, Registration Division JQ, Transvaal, measuring 710 square metres, held under Deed of Transfer T64564/93, known as 45 Beneden Street, Rustenburg.

The following particulars are furnished but not guaranteed:

Lounge, dining-room, kitchen, three bedrooms and bathroom.

Terms: Ten per cent of the purchase price and auctioneer's charges plus VAT in cash on the day of the sale and the balance plus interest against registration of transfer. In respect of the balance an approved bank or building society or other guarantee must be furnished within 14 days from date of sale.

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

Van Velden-Duffey, Attorneys for Plaintiff, Second Floor, Biblio Plaza, corner of Smit and Van Staden Streets, Rustenburg. (Ref. Mr Klynsmith/IDP.)

Saak 21826/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Gerhardus Stephanus Swanepoel**, Eerste Verweerder, en **Hester Margaretha Swanepoel**, Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 30 November 1993, sal die ondervermelde eiendom op 18 Mei 1994 om 10:00, deur die Balju, Pretoria-Suid, te Strubenstraat 142, Pretoria, aan die hoogste bieder geregtelik verkoop word:

Erf 2111, Wierdapark-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 1 036 vierkante meter, gehou kragtens Akte van Transport T39391/92, bekend as Marikanastraat 46, Wierdapark-uitbreiding 2, Verwoerdburg.

Verbeterings (geen waarborg word in hierdie verband gegee nie):

'n Woonhuis bestaande uit sit/eetkamer, kombuis, twee slaapkamers en twee badkamers.

Sonering: Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Edenpark, Hoewe 83, hoek van Gerhard- en Weslaan, Lyttelton-landbouhoewes, en bevat onder andere die volgende:

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

(b) Die koper moet afslaaersgelde op die dag van die verkoping betaal teen 5% (vyf persent) tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum geld van R6 000 met 'n minimum van R200 plus BTW.

Geteken te Pretoria op hede die 5de dag van April 1994.

Eben Griffiths & Vennote, p.a. Wilsenach van Wyk Goosen & Bekker Ing., Sanlamsentrum 1115, Andriesstraat, Pretoria. [Tel. (012) 64-1007/64-1039.] (Verw. Mnr. Griffiths/mev. Du Plessis.)

Case 1292/94
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 **Mohlala, Jika Johannes**, 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 26 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: Portion 2 of Erf 1944, situated in the Township of Wattville, Registration Division IR, Transvaal, being 3204 Lekwaba Street, Wattville, Benoni.

Measuring: 497 (four hundred and ninety-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 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 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this 31st 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/M772.)

Case 26613/93
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 **Mthimkulu, Bafana Elias**, 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 26 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: Site 4674, situated in the Township of Etwatwa Extension 1, Registration Division IR, Transvaal, being 4674 Etwatwa Extension 1, Benoni.

Measuring: 1 180 (one thousand one 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 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this 31st 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/M566.)

Case 24098/93
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 **Ntaka, Zibuse Michael**, First Execution Debtor, and **Ntaka, Mariam Malifu**, 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, Kempton Park, on 26 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain: Erf 502, situated in the Township of Tembisa Extension 1, Registration Division JR, Transvaal, being 502 Tembisa Extension 1, Kempton Park.

Measuring: 365 (three 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, three bedrooms and two bathrooms.

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

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

Dated at Johannesburg on this 31st 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/fp/N206.)

Case 32172/93

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 **Linda, Kani 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, Kempton Park, on 26 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain: Erf 64, situated in the Township of Tembisa Extension 1, Registration Division JR, Transvaal, being 64 Tembisa Extension 1, Kempton Park.

Measuring: 432 (four hundred and thirty-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, three bedrooms and bathroom.

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

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

Dated at Johannesburg on this 31st 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/L228/cb.)

Case 12883/93

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 **Mfenyana, Sandile Benjamin Gawe**, First Execution Debtor, and **Mfenyana, Tselane Julia**, 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, Kempton Park, on 26 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain: Erf 646, situated in the Township of Clayville Extension 7, Registration Division JR, Transvaal, being 12 Springbok Street, Clayville Extension 7, Midrand.

Measuring: 1 422 (one thousand four hundred and twenty-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, family room, three bedrooms, two bathrooms with outbuildings with similar construction comprising garage, servant's room, toilet, shower 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 on this 31st 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/M630.)

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Kubheka, Bhutane Phineas**,
First Execution Debtor, and **Kubheka, Elizaphan Fikelephi Nelisiwe**, 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: Erf 274, situated in the Township of Mmesi Park, Registration Division IQ, Transvaal, being 274 Mmesi Park, Roodepoort.

Measuring: 253 (two hundred and fifty-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 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 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this 7th day of April 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451) (Ref. Foreclosures/cb/K89.)

Saak 4740/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **Stadsraad van Brakpan**, Vonnisskuldeiser, en **Life Centre Ministries**, Vonnisskuldenaar

Ingevolge 'n vonnis en lasbrief uitgereik in bogemelde Hof, sal onderstaande eiendom in eksekusie verkoop op 20 Mei 1994 om 11:00, ten kantore van die Balju van Brakpan, Prince Georgelaan 439, Brakpan:

Erf 760, Geluksdal-dorpsgebied, ligging Rocky Rapidstraat 760, Geluksdal, Brakpan, grootte 3 072 m².

Verbeteringe: Leë erf.

Sonering: Opvoeding.

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 baljukommissie 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 belastinge, wat agterstallige en regskeste 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 van Brakpan vanaf datum van hierdie kennisgewing.

Geyser & De Kock, Glenley Huis, Kingswaylaan 116, Brakpan. (Tel. 744-4620) (Verw. mev. Visagie/TB2923/AH.)

Saak 4505/93

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Izak Jan Petrus Brits**, Verweerder

'n Verkoop word gehou te Landdroskantoor, Cullinan, op 20 Mei 1994 om 11:00, van:

Gedeelte 108 ('n gedeelte van Gedeelte 106) van die plaas Elandshoek 337, Registrasieafdeling JR, Transvaal, groot 8,5953 hektaar, gehou kragtens Akte van Transport T35641/1988 (beter bekend as Plot 108, Elandshoek, Rayton, distrik Cullinan).

Besonderhede word nie gewaarborg nie.

Die eiendom is gesoneer vir landbouoeeleindes en verbeter met 'n woonhuis met drie slaapkamers, sit/eetkamer, kombuis, badkamer en toegeruste boorgat.

Besigtig voorwaardes by Balju, Corneliusstraat 41, Bronkhorstspuit.

Tim du Toit & Kie. Ingelyf. (Tel. 320-6753) (Verw. Beukes/avg.)

Case 13759/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Van Wyk, Frans**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, at 19 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 354, Eldoradopark Township, Registration Division IQ, Transvaal, area 396 (three hundred and ninety-six) square metres, situation 29 Jaspiss Street, Eldoradopark.

Improvements (not guaranteed): A house under asbestos roof consisting of bedroom, kitchen, lounge with brick walls around property.

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

Dated at Johannesburg on 7 April 1994.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535) (Ref. Foreclosures N5:NT142.)

Saak 1750/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PHALABORWA GEHOU TE PHALABORWA

In die saak tussen **Foskor Beperk**, Eiser, en **D. C. Vrey** en **V. R. Vrey**, Verweerders

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 20 Mei 1994 om 10:00, sonder reserwe, en aan die hoogste bieder:

Erf 538, in die dorpsgebied Phalaborwa, Registrasieafdeling LU, Transvaal, groot 1 710 verkante meter, gehou kragtens Akte van Transport T1291/89.

Verbeterings (die korrektheid van die inligting en die verbeterings word nie gewaarborg nie): Drieslaapkamer steenhuis onder teëldak met een en 'n kwart badkamer, kombuis, sitkamer en eetkamer. Buitegeboue bestaan uit bediendekamer en toilet. Eiendom omhein met draad.

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 koopprijs, of R1 000 (eenduisend rand), wat ookal 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 Phalaborwa op 21ste dag van Maart 1994.

P. C. Kuun, vir Coetzee & Van der Merwe, Mediesesentrum, Tambotiestraat, Psobus 217, Phalaborwa, 1390.

Saak 7613/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BOKSBURG GEHOU TE BOKSBURG

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou Nasionale Bouvereniging Beperk (Reg. No. 87/05437/06), Eiser, en **P. F. Smith**, Eerste Verweerder, en **A. Smith**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park en 'n lasbrief vir eksekusie gedateer 10 Augustus 1993, word die eiendom hieronder uiteengesit, in eksekusie verkoop op Vrydag, 20 Mei 1994 om 11:15, by die Balju Kantore, Leeuwoopstraat 182, Boksburg, aan die hoogste bieder:

Sekere Erf 24 (Gedeelte 3), dorpsgebied Boksburg-Wes, Registrasieafdeling IR, Transvaal, in die distrik van Boksburg, groot 2073 (tweeduisend en drie-en-sewentig) vierkante meter.

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

Woonhuis bestaande uit ingangsportaal, sitkamer, eetkamer, familiekamer, studeerkamer, vyf slaapkamers, twee badkamers, kombuis, spens en opwaskamer. Buitegeboue bestaan uit twee motorhuise, twee afdakke, bediendekamer en twee stoorkamers.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hede die 11de dag van April 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1206/CDS203.)

Case 12635/93

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

In the matter between **NBS Bank Limited**, formally known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Moses Absalom Ntshangase**, First Defendant, and **Mita Masombuka** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 9 March 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 20 May 1994 at 11:00, at the office of the Sheriff, 439 Prince George Avenue, Brakpan, to the highest bidder:

All the right title and interest in the leasehold in respect of Lot 19041, Tsakane Extension 8 Township, Registration Division IR, Transvaal, situated on 19041 Mawuwana Street, Tsakane Extension 8, in the Township of Tsakane Extension 8, District of Brakpan, measuring 282 (two hundred and eighty-two) square metres.

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

Building of brick walls and tiled roof, residence comprising lounge, three bedrooms, bathroom, kitchen and wire fencing.

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, Brakpan.

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg; c/o Hammond Pole & Dixon, 72 Elston Avenue, Benoni. (Tel. 52-8666.) (Ref. N20018/Mrs Kok.)

**Case 28454/93
PH 342**

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

In the matter between **Eskom**, Plaintiff, and **Mukwevho, Tshililo Phineas**, Defendant

1. The undermentioned property will be sold on 20 May 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, in execution of a judgment obtained in the above matter on 8 Februarie 1994:

The Defendant's right, title and interest in and to the leasehold of Erf 2617, Vosloorus Township, Registration Division IR, Transvaal, measuring 369 (three hundred and sixty-nine) square metres, held under Deed of Transfer TL42918/1989 and situated on the corner of Juliwe and Matlala Streets, Vosloorus, Boksburg, Transvaal (the property).

2. The improvements to the property consist of the following although nothing is guaranteed:

Lounge, dining-room, kitchen, two bedrooms, bathroom and toilet.

Terms:

3. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% (five per cent) on the proceeds of the sale up to an amount of R20 000 and thereafter 3% (three per cent) up to a maximum charge of R6 000 with a minimum charge of R200.

4. The conditions of sale may be inspected at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, during normal office hours.

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

Webber Wentzel, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. Mr J. A. Louw 55/E 145/91.)

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

In the matter between **Nedcor Bank Ltd**, trading as Perm, Plaintiff, and **Moreki Motaung**, 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 main entrance to the Magistrate's Court, Fochville, on Friday, 20 May 1994 at 10:30, 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:

All right, title and interest in the leasehold in respect of the following:

Erf 3298, situated in the Township of Wedela Extension 1, Registration Division IQ, Transvaal, measuring 203 (two hundred and three) square metres, held by virtue of Certificate of Registered Grant of Leasehold TL71034/91, subject to all the conditions mentioned or referred to therein especially subject to a pre-emptive right in favour of Western Deep Levels Limited - 57/02349/06.

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

Dwelling with tiled roof consisting of two bedrooms, bathroom, kitchen, lounge.

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

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

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1927/93.)

Case 861/94

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

In the matter between **First National Bank of South Africa Limited**, Plaintiff, and **Moses Tsediso Holom**, First Defendant, and **Pauline Mapiirwa Holom**, Second Defendant

Be please to take notice on Wednesday, 18 May 1994 at 10:00, a public auction will be held at the offices of the Sheriff Magistrate's Court, Alberton, at Johria Court, 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 the property known as:

Certain Erf 1089, Roodekop Township, Registration Division IR, Transvaal, situated at 46 Steenbok Avenue, Leondale, Alberton, measuring 806 (eight hundred and six) square metres, held under Deed of Transfer T40968/1992.

Improvements: The property consist of lounge, dining-room, study, kitchen, three bedrooms, bathroom, shower/toilet, carport and servant's toilet. The property is enclosed by precast walling (which are not warranted or guaranteed) (hereinafter referred to as the property).

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 therefor 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 16% (sixteen per cent) per annum, at the time of the preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Alberton on this the 8th day of April 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/F48/93.)

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Hlongwane, Dikeledi Muriel**,
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 26 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:

All right, title and interest in and to the leasehold in respect of Erf 5748, situated in the Township of Etwatwa Extension 3, Registration Division IR, Transvaal, being 5748 Etwatwa Extension 3, Daveyton, 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 on this the 15th 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/H.123.)

Saak 9558/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **Bartle van der Meer**, Eerste Verweerder, en **Yvette van der Meer**,
Tweede Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopslokaal van die Balju te Progresslaan 182, Technikon, Roodepoort op Vrydag, 20 Mei 1994 om 10:00:

Erf 216, Strubensvallei-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Monte Doralaan 823, Strubensvallei-uitbreiding 1, distrik Roodepoort, bestaande uit 'n leë erf.

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

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

5739/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **Ulf Schluter**, Eerste Verweerder, en **Patricia Schluter**, Tweede
Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopslokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 20 Mei 1994 om 10:00:

Erf 124, Delarey-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Sesde Straat 18, Delarey, distrik Roodepoort.

Bestaande uit 'n erf waarop opgerig is 'n woonhuis onder sinkdak, staalvensters, baksteenmure en voorafvervaardigde omheining. Die woonhuis bestaan uit sitkamer, badkamer, twee slaapkamers, gang, kombuis, twee buitekantore en twee buitekamers.

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

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

Saak 12615/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **Jacobus Petrus Klinkenberg**, Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopslokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 20 Mei 1994 om 10:00:

Erf 1334, Helderkrui 7-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Sonderendstraat 61, Helderkrui-uitbreiding 7, distrik Roodepoort.

Bestaande uit 'n erf waarop opgerig is 'n woonhuis onder teëldak, staalvensters, gepleisterde mure, drie staal- en oop omheining. Die huis bestaande uit sitkamer, gesinskamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, dubbelmotorhuis.

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

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

Case 15293/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **P G Timbers (Pty) Ltd**, trading as Knepp Timbers, Plaintiff, and **J. Brockschnieder**, Defendant

Pursuant to a judgment of the above-mentioned Honourable Court dated 14 September 1993, the herein undermentioned property will be sold in execution on Friday, 6 May 1994, at 08:30, at the offices of the Sheriff, Brits, 46 Ludorf Street, Brits, to the highest bidder subject to the conditions set out hereunder as well as such conditions as will be read out at the auction by the Sheriff:

Certain Portion 3, Farm 447, Farm Zandfontein, Brits, extent 2,6934 hectares, held under Deed of Transfer T25035/93.

The property is situated at Plot 292, Zandfontein, District of Brits.

Description of improvements on property, although nothing is guaranteed: Three bedrooms, two bathrooms, lounge, dining-room, kitchen, two garages, borehole and corrugated flat roof.

Conditions of sale: 10% (ten per centum) of the purchase price of the property together with the Sheriff's commission, is to be paid immediately after the auction. The balance of the purchase price is payable upon transfer and is to be guaranteed by a bank or building society, which guarantee is to be furnished by the purchaser within 30 (thirty) days after the sale.

The conditions of sale are available for inspection at the office of the Sheriff, Brits, 46 Ludorf Street Brits.

Signed at Pretoria on this 21st day of March 1994.

M. W. Nixon, for Nixon & Collins, Third Floor, Perm Building, 171 Van der Walt Street, Pretoria, 0002. (Tel. 323-8633.) (Ref. M. Nixon/GW/MN1140.)

Case 18798/92
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 **Nhlanhla Mtaulini**, 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 main entrance hall of the Magistrate's Court, Vanderbijlpark, on 20 May 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 1387, situated in the Township of Evaton North, Registration Division IQ, Transvaal, being 1387 Mighze Street, Evaton North, Vanderbijlpark.

Measuring: 428 (four 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, two bedrooms, 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 on this 24th 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/fp/N104.)

Saak 7675/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Beperk**, Eiser, en **Dirk Hermanus Wessels Trust**, Eerste Verweerder, en
Dirk Hermanus Wessels, Tweede Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 30 Julie 1993, sal die ondervermelde eiendom op 20 Mei 1994 om 10:00, aan die hoogste bieder by die kantore van die Balju te Progressweg 182, Technikon, Roodepoort, verkoop word:

Erf 945, Weltevreden Park-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Tansvaal, groot 1 000 (eenduisend) vierkante meter, gehou kragtens Akte van Transport T60838/1992, beter bekend as Besemboslaan 14, Weltevreden Park-uitbreiding 2, Roodepoort.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

Die bepalings van die Landdroshofwet en die regulasies daarkragtens uitgevaardig.

Die volledige verkoopvoorwaardes en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring: Enkelverdiepingsierstenhuis met IBR-dak, sitkamer, gesinskamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, bediendekamer en dubbelmotorhuis. Pleistermure, redelike tuin en staalvensters met steenmuur ommuur.

3. *Terme:* 10% (tien persent) van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 18% (agtien persent) welke rente bereken moet word op die eisbedrag van die skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of bouverenigingwaarborg of ander aanneembare waarborg gelewer te word aan die Balju 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju te Roodepoort.

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

Cilliers & Van Rensburg, Ontdekkersweg 157, Horisonpark, Roodepoort. (Tel. 760-1669) (Verw. P. Cilliers/LJ/N147.)

Case 1869/94

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

In the matter between **Johannesburg Municipal Pension Fund**, Plaintiff, and **Waters, Geoffrey**, First Defendant, and
Waters, Charlotte Ann Nunes, Second Defendant

Kindly take notice that by virtue of a writ of execution issued out of the above Honourable Court in the above matter the Sheriff of Vereeniging will sell by public auction on Thursday, 19 May 1994 at 10:00, at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, the following immovable property:

Certain Portion 71 (a portion of Portion 5) of the Farm Nooitgedacht 176, Registration Division IR, Transvaal, vacant stand, measuring 2,0490 hectares, held by the Defendants under Deed of Transfer T18964/93.

The conditions of sale may be inspected at the office of the Sheriff at the office of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging.

Dated at Pretoria this 23rd day of March 1994.

M. R. Brauer, for Friedland Hart & Partners, Attorneys for Plaintiff, Van der Stel Building, Pretorius Street, Pretoria. (Ref. Mr Brauer/sb.) N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 2142/93
 PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bayman: Albert Herman**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 19 May 1994 on 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 5993, Eldoradopark Extension 7 Township, Registration Division IQ, Transvaal.

Area: 510 (five hundred and ten) square metres.

Situation: 13 Michigan Avenue, Eldoradopark Extension 7.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, bathroom, kitchen, lounge with wire fence around property.

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

Dated at Johannesburg on this the 22nd 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. ForeclosuresN5:NT305.)

**Case 31055/93
PH 168**

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Nel, Nicolaas Marthinus**, Defendant

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

Portion 102 (a portion of Portion 20), of the farm Elandsfontein 334, Registration Division IQ, Transvaal, measuring 8,5654 hectares, held under Deed of Transfer T22567/82, situated at Plot 102, Greendale, Walkerville.

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

Main building: Double-storey detached dwelling, 10 rooms, kitchen and four bathrooms. Cement and carpet floors. Pine and Rhinoboard ceilings. Brick and plaster walls. Tiled roof.

Outbuildings: Outbuildings consists of single separate dairy and store-rooms. Brick and plaster walls. I.B.R. roof.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of sale, to be calculated as follows: 5% (five per centum) 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).

Date: 24 March 1994.

A. Lazzara, for Lazzara-Leicher, Plaintiff's Attorneys, Second Floor, Balloon House, 39 Vorster Avenue, Glenanda, Johannesburg; P.O. Box 2165, Southdale, 2135. (Tel. 432-3834.) (Ref. Mr Lazzara/gg/F119.)

Saak 10045/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **Mona Madelaine van Rensburgh**, Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopplokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 20 Mei 1994 om 10:00:

Erf 612, Helderkrui-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Boeingrylaan 47, Helderkrui-uitbreiding 1, distrik Roodepoort, bestaande uit 'n onbeboude standplaas.

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

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

**Case 28627/92
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 **Strydom, Jeremiah Jesaja**, First Execution Debtor, and **Strydom, Martha Magdalena**, 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 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 Defendants on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 427, situated in the Township of Duncanville, Registration Division IQ, Transvaal, being 21 Andries Pretorius Street, Duncanville, Vereeniging, measuring 999 (nine hundred and ninety-nine) square metres.

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

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

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

Dated at Johannesburg on this the 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/S331.)

Case 2933/94
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 **Sibeko, Nomali Paulina**, 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: Erf 112, situated in the Township of De Deur Estates Limited, Registration Division IQ, Transvaal, being 112 West Road, De Deur, Vereeniging.

Measuring: 3,9654 (three comma nine six five four) 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, three bedrooms, two bathrooms with outbuildings with similar construction comprising of garage, store-room and flatlet.

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

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

Dated at Johannesburg on this 28th 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/cb/S.516.)

Case 1302/94
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 **Visser Daniel Christiaan**, 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 882, situated in the Township of Discovery Extension 2, Registration Division IQ, Transvaal, being 23 Trichard Avenue, Discovery Extension 2, Roodepoort.

Measuring: 910 (nine hundred and ten) square metres.

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

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

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

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

Dated at Johannesburg on this 28th 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/cb/V.114.)

Case 1126/94
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 **Kolobe, Ephraim Ntshoka**,
First Execution Debtor, and **Kolobe, Patricia Moroa**, 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, Technikon, Roodepoort, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 3317, situated in the Township of Doornkop, Registration Division IQ, Transvaal, being 3317 Ave de Saint Malo, The Green Village, Doornkop, Roodepoort.

Measuring: 216 (two hundred and sixteen) 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 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this 28th 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/K190/cb.)

Saak 25751/93
PH 507IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk**, Eksekusieskuldeiser, en **Masindi Thifhelimbilu Lordwin**, Eksekusie Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 20 Mei 1994 om 10:00, by die kantore van die Balju, Progressweg 182, Technikon, Roodepoort, van die ondergemelde eiendom:

Sekere Erf 2550, Doornkop-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 300 (driehonderd) vierkante meter, geleë te Doornkop-uitbreiding 1-dorpsgebied. *Erfbeskrywing:* Vakante erf waarvan slegs die fondasie gelê is.

3. Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju, te Roodepoort, Progressweg 182, Technikon, of die Eiser se Prokureurs, Blakes Ing., te Sewende Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

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

S. Potgieter, vir Blakes, Sewende Verdieping, Santambankgebou, Rissikstraat 81, Johannesburg. (Tel. 833-6000.) (Verw. S. Potgieter/HVM/Z06392.)

Case 19288/93
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 **Monanthale, Matothang Rosy**, 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 main entrance hall of the Magistrate's Court, Vanderbijlpark, on 20 May 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain all the right, title and interest in the leasehold in respect of Site 355, situated in the Township of Sebokeng Unit 10, Registration Division IQ, Transvaal, being 355 Sebokeng Unit 10 Extension 1, Sebokeng, Vanderbijlpark, measuring 315 (three hundred and fifteen) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 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/avb/M669.)

Case 12308/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of S.A. Ltd**, Plaintiff, and **Joel Shemeng Maimela**, First Defendant, and **Maggie Nthombi Maimela**, Second Defendant

In terms of the 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 Office, Delville Street, Witbank, on Friday, 20 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:

All right, title and interest in the leasehold in respect of Erf 1421, Phola Township, Registration Division JS, Transvaal, in extent 425 (four hundred and twenty-five) square metres, held under Certificate of Registered Grant of Leasehold TL49048/89, subject to the conditions therein contained.

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

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

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

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S809/92.)

Saak 8737/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Bepers**, Eiser, en **Jacobs Gerhardus Petrus**, Id. 6202195039009, Eerste Verweerder, en **Jacobs Louisa Susan**, Tweede Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Wes te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 19 Mei 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Wes, te Kamer 607, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Resterende gedeelte van Erf 202, geleë in die dorpsgebied van Pretoria Gardens, Registrasieafdeling JR, Transvaal, groot 984 (negehonderd vier-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T25032/93.

Hierdie eiendom is geleë te Hannysstraat 795, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Ingangsportaal, sitkamer, kombuis, twee slaapkamers, en badkamer. **Konstruksie:** Baksteen onder metaaldak, herculite ceiling, vinylteëls, ingeboude kaste en warmwatersisteem. **Buitegeboue:** Enkelmotorhuis, bediendekamer en toilet.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme:

(1) Die eiendom word verkoop sonder reserweprys.

(2) 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar. Vir die restant van die koopprys moet waarborge gelewer word binne 14 (veertien) dae aan die Balju.

(3) Die koper betaal die Balju se kommissie.

(4) Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 13de dag van April 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1237.)

Saak 1731/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Christoffel Johannes van der Merwe**, Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore in eksekusie verkoop op 20 Mei 1994 om 09:00, te Championstraat 25, Orkney, te wete:

Erf 3205, geleë in die dorp Orkney-uitbreiding 2, Registrasieafdeling IP, Transvaal, groot 1 435 (een vier drie vyf) vierkante meter, gehou kragtens Akte van Transport T22777/89, beter bekend as Audrey Blignautstraat 14, Orkney, bestaan uit: Drie slaapkamers, sitkamer, eetkamer, kombuis, aparte opwaskamer, twee en half badkamer, motorhuis en lapa.

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

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Landdroshofwet, 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer naamlik Eerste Nasionale Bank van Suidelike Afrika Beperk.

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met die rente daarop bereken teen 18% (agttien persent) per jaar tot datum van registrasie van transport, sal binne 14 (veertien) dae na die datum van verkoop, betaal word of gewaarborg word deur goedgekeurde bank- of bougenootskapwaarborg.

3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 12de dag van April 1994.

C. F. Claassens, Shakespearelaan 57, Posbus 1378, Orkney, 2620. *Vir diening:* Rudolph Lourens & Heppell, Hillbrengebou, Andersonstraat, Klerksdorp.

Saak 5260/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **L. M. Mbethe**, Eerste Eksekusieskuldenaar, en **R. S. Mbethe**, Tweede Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 7 Januarie 1994 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 10 (tien) dae voor die verkoping, te wete:

Sekere Erf 507, geleë in die dorpsgebied Tushanang, Registrasieafdeling JS, Transvaal, groot 193 (een nege drie) vierkante meter, gehou kragtens Akte van Transport TL43698/1985.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet 32 van 1944, is koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 12de dag van April 1994.

Jan Janse van Rensburg, vir Harvey Nortje Ing., Prokureurs vir Eiser, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Case 2478/93

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

In the matter between **NBS Bank Limited**, formerly trading as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Musa David Mathathe**, First Defendant

In pursuance of a judgment in the Court for the Magistrate, Benoni, on 22 June 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 20 May 1994 at 11:00, at the office of the Sheriff 439, Prince George Avenue, Brakpan, 1540, to the highest bidder:

Certain Erf 18762, Tsakane Extension 8 Township, Registration Division IR, Transvaal, situated on 18762 Khotavushika Street, Tsakane Extension 8, in the Township of Tsakane Extension 8, District of Brakpan, measuring 280 (two hundred and eight) square metres.

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

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, Brakpan.

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 911-4631.) (Ref. NB7539/Mrs Kok.)

Case 75/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Frederick William Hardy**, First Defendant, and **Elizabeth Catharina Hardy**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 14 February 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 27 May 1994 at 11:15, at the offices of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 125, Bardene Extension 2 Township, Registration Division IR, Transvaal, situated on 22 Nieshout Street, Bardene Extension 2, in the Township of Bardene Extension 2, District of Boksburg, measuring 1 000 (one thousand) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Semi face brick, tiled roof residence comprising lounge, dining-room, TV-room, study, kitchen, three bedrooms, dress room, two bathrooms, shower, two w.c.'s, two garages, three carports and w.c. Brick drive and paving, screen walls and steel gates. Brick yard patio.

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00051/Mrs Kok.)

Case 173/94

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

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

In pursuance of a judgment in the Court for the Magistrate of Benoni on 16 February 1994, 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 the right, title and interest in the leasehold in respect of Erf 98, Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated on 98 Tokoza Extension 2, in the Township of Tokoza Extension 2, District of Alberton, measuring 260 (two hundred and sixty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Brick and plaster, single storey under tiles, residence comprising lounge, kitchen, three bedrooms, bathroom and toilet. *Fencing:* Wire.

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, Alberton.

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N20024/Mrs Kok.)

Saak 3511/91

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Khayaletu Home Loans (Edms.) Beperk**, Eiser, en **Tosi Johannes Mpila**, 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 20 Mei 1994 om 10:30, per publieke veiling deur die Balju te Dorpsraad Kantore, Mhluzi, Middelburg, verkoop word:

Erf 3564, Mhluzi-uitbreiding 1, Middelburg, Registrasieafdeling JS, Trasvaal, groot 260 (tweehonderd-en-sestig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL83030/89.

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

Die wesenlike voorwaardes van verkoop is:

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

Gedateer te Middelburg hierdie 13de dag van April 1994.

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

Saak 54/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Khayaletu Home Loans (Edms.) Beperk**, Eiser, en **D. Nkosi**, en **J. B. A. Mtshali**, Verweerders

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 20 Mei 1994 om 10:03 per publieke veiling deur die Balju te Dorpsraad Kantore, Mhluzi, Middelburg, verkoop word:

Erf 3637, Mhluzi-uitbreiding 1, Middelburg, Registrasieafdeling JS, Transvaal, groot 273 (tweehonderd drie-en-sewentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL72739/89.

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

Die wesenlike voorwaardes van verkoop is:

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

Gedateer te Middelburg hierdie 13de dag van April 1994.

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

Case 3670/94
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 **Viol, Heinrich Aloysius**, First Execution Debtor, and **Meyers, Margaret June**, 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 office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 26 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 104, situated in the Township of Tedderfield Agricultural Holdings, Registration Division IQ, Transvaal, being Plot 104, Tedderfield Agricultural Holdings, Meyerton, measuring 2,7789 (two comma seven seven eight-nine) hectares.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms, with outbuildings with similar construction comprising of pump house, two garages, three carports, two servants' rooms, toilet, store-room and laundry with flatlet comprising of lounge/dining-room, kitchen, 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 15th 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/V116.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mashigo, Tebogo Gertrude**, 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 25 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 11272, situated in the Township of Kagiso Extension 6, Registration Division IQ, Transvaal, being 11272 Kagiso Extension 6, Krugersdorp, measuring 288 (two hundred and eighty-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 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/M632.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Matsobane, Abel**, First Execution Debtor, and **Ndlovu, Mudunwazi Ambulance**, 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 main entrance hall of the Magistrate's Court, Vanderbijlpark, on 27 May 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain Site 1826, situated in the Township of Evaton North, Registration Division IQ, Transvaal, being 1826 Angoma Street, Evaton North, Vereeniging, 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this the 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/M731.)

Case 27853/91
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 **Lukhele, Buti Churchill**, First Execution Debtor, and **Lukhele, Maphetli Catherine**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 27 May 1994 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56 12th Street, Springs, prior to the sale:

Certain Erf 8831, situated in the Township of kwaThema, Registration Division IR, Transvaal, being 1 Zwane Street, kwaThema, Springs, measuring 262 (two hundred and sixty-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, four bedrooms, bathroom with outbuildings with similar construction comprising of garage and toilet.

Terms: 10% (ten per centum) of the purchase price in cash on the day of 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) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 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/fp/L86.)

Case 33406/93
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 **Moseri, Ezekiel Siphoro**, First Execution Debtor, and **Moseri, Bennitta Bulelwa**, 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, Kempton Park, on 26 Mei 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 267, situated in the Township of Leboeng, Registration Division IR, Transvaal, being 267 Leboeng, Tembisa, Kempton Park, measuring 256 (two hundred and fifty-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 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 13th 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/M750/avb.)

Case 17187/93
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 **Leboko Mokete John**, 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 26 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 Erf 64, situated in the Township of Homer, Registration Division IQ, Transvaal, being 49 Anton Stegman Street, Homer, Vereeniging, 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, three bedrooms, bathroom with separate toilet with outbuildings with similar construction comprising of garage, servant's room and toilet.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 13th 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/L209.)

Saak 4055/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Cynthia Louise Francesca Sinovich**, Verweerder

'n Verkoop word gehou te Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, op 18 Mei 1994 om 10:00, van:

'n Eenheid bestaande uit:

Deel 1 soos aangetoon en volledig beskryf op Deelplan SS183/92, in die skema bekend as Pincher 67, ten aansien van die grond en gebou of geboue geleë te Gedeelte 67 van Erf 2543, Garsfontein-uitbreiding 10-dorpsgebied, Plaaslike Bestuur Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens voormelde deelplan 162 (eenhonderd twee-en-sestig) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue soos getoon en volledig beskryf op genoemde deelplan, toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, gespesifiseer in 'n bylae op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST38431/92 (1) (Unit), en

uitsluitlike gebruiksgebied beskryf as Tuin Area W1, groot 346 (driehonderd ses-en-veertig) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die skema bekend as Pincher 67, ten aansien die grond en gebou of geboue geleë te Gedeelte 67 van Erf 2543, Garsfontein-uitbreiding 10-dorpsgebied, Plaaslike Bestuur Stadsraad van Pretoria, soos getoon en volledig beskryf op Deelplan SS183/92, gehou kragtens Notariële Akte van Sessie van Uitsluitlike Gebruiksgebied SK2055/92 S (beter bekend as Eenheid 1, Pincher 67, Pointersingel 6, Garsfontein-uitbreiding 10).

Besonderhede word nie gewaarborg nie.

Duetwoonhuis bestaande uit sitkamer, eetkamer, kombuis, spens, drie slaapkamers, twee badkamers, vloermatte en dubbelmotorhuis.

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

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

Saak 775/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Transnet Beperk**, Eiser, en **Dawid Michael Phillipus Muller**, Eerste Verweerder, en **Magdalena Suzanna Muller**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 15 Februarie 1994, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Wes, op 19 Mei 1994 om 10:00, te Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria, verkoop:

Sekere Erf 454, geleë in die dorpsgebied Danville, Registrasieafdeling JR, Transvaal, met straatadres te Oslerstraat 35, Danville, Pretoria, groot 515 (vyfhonderd-en-vyftien) vierkante meter.

Die eiendom is verbeter en bestaan uit: Drie slaapkamers, kombuis tesame met opwas, sit-/eetkamer, badkamer, stoep en dubbelmotorhuis.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal van die verkoop, 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 die datum van die verkoop verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoop, welke voorwaardes nagegaan kan word by die kantore van die Balju, te Pretoria-Wes.

Dyason, vir Leopont, Prokureurs vir Eiser, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) (Verw. mnr. De Klerk/NS/SA0174/T42.)

Saak 80694/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 21 Januarie 1994, sal die onderstaande eiendom op 19 Mei 1994 om 10:00, te die kantoor van die Balju, Pretoria Noord-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit: Erf 1131, geleë in die dorpsgebied Claudius-uitbreiding 1, Registrasieafdeling JR, Transvaal, bekend as Ramakrishnalaan 102, Claudius-uitbreiding 1, gesoneer vir 'n woonhuis.

Beskrywing: Dubbelverdiepingwoonhuis bestaande uit sitkamer, eetkamer, kombuis, drie toilette, drie badkamers, drie slaapkamers, studeerkamer, twee kantore en ontvangs, twee motorhuise en stoorkamer.

Verbandhouders: Geen.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria Noord-wes, Kamer 202, Tweede Verdieping, Olivetthuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

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

Gedateer te Pretoria op hede die 18de dag van April 1994.

Dyason, vir Leopont, Eiser se Prokureurs, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Genis/VF0274.)

Case 6425/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lesiba Solomon Moseki**, First Defendant, and **Mphadile Maria Moseki**, Second Defendant

On 18 May 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, and which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 2898 (formerly Erf 106), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 2898 (formerly Erf 106), Likole Extension 1, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per centum) at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on this the 18th day of April 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0405/CMK.)

Case 16583/93
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 **Zulu Guyborn Dumisani**, 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 East, on 26 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 East, 131 Marshall Street, Johannesburg, prior to the sale:

Certain: Erf 918, situated in the Township of Malvern, Registration Division IR, Transvaal, being 67 Persimmons Street, Malvern, Johannesburg.

Measuring: 495 (four hundred and ninety-five) square metres.

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

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

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

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

Dated at Johannesburg on this 13th 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/Z3.)

Case 34834/92
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 **Mzazi, Aubrey Welile**, 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 27 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 Leeuwpoort Street, Boksburg, prior to the sale:

Certain: Erf 6266, situated in the Township of Vosloorus Extension 9, Registration Division IR, Transvaal, being 6266 corner of Masianoke and Sakoati Streets, Vosloorus Extension 9, Boksburg.

Measuring: 355 (three 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, 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 on this 14th 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/M507.)

Case 22956/93
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 **Ngubane, Mgcini**, 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 27 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 Leeuwpoort Street, Boksburg, prior to the sale:

Certain: Erf 7617, situated in the Township of Vosloorus Extension 9, Registration Division IR, Transvaal, being 7617 Khanyoane Street, 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, three bedrooms and bathroom.

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

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

Dated at Johannesburg on this 15th 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/N204.)

Case 5109/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Johannes Mobe Motaung**, First Defendant, and **Mamphuthi Martha Motaung**, Second Defendant

On 18 May 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 883, Siluma View Township, Registration Division IR, Transvaal, measuring 243 (two hundred and forty-three) square metres, also known as Erf 883, Siluma View, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21% (twenty-one per centum) per annum, at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on this 18th day of April 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. MM0205/CMK.)

Case 4052/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thalenta Rodney Mtshali**, Defendant

On 18 May 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Erf 1401, Spruit View Extension 1 Township, Registration Division IR, Transvaal, measuring 400 (four hundred) square metres, also known as Erf 1401, Spruit View Extension 1, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof comprising six rooms other than kitchen and two bathrooms, with outbuildings of a similar construction comprising two garages.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per centum) per annum, at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on this 18th day of April 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. MM9021/CMK.)

Case 488/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Layimoni Albert Buthelezi**, First Defendant, **Nanisi Elizabeth Buthelezi**, Second Defendant, **Sibongile Merriam Buthelezi**, Third Defendant, and **Christopher Bheki Msomi**, Fourth Defendant

On 18 May 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 190, Radebe Township, Registration Division IR, Transvaal, measuring 272 (two hundred and seventy-two) square metres, also known as Erf 190, Radebe, Kathlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Semi-detached single storey brick built residence under iron roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising garage, servants' quarters and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 15,25% (fifteen comma two five per centum) per annum, at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on this 18th day of April 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. MB0028/CMK.)

Case 22464/93

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

In the matter between **I. E. Streeter**, Plaintiff, and **L. Hesler**, Defendant

Kindly take notice that in pursuance of a judgment in the Court of the Magistrate of Pretoria, and a writ of execution dated 9 February 1994, the property listed hereunder, namely:

1. *Property*: Erf 1309, Elarduspark Extension 4, measuring 1 147 square metres, Transvaal JR, and held under Deed of Transfer T100119/93, also known as 465 Boekhorst Street, Elarduspark Extension 4, Transvaal.

2. *Improvements:* It is a face brick house consisting of two bedrooms, bathroom, lounge, dining-room, kitchen and laundry. Wall to wall carpeting in the lounge, dining-room and bedrooms. Novilon in all the other rooms. There is an equipped bore-hole on property. The property is fenced in front with a brick wall and at the back with concrete wall. There is an automatic steel gate in the front and will be sold in execution on 18 May 1994 at 10:00, at 142 Struben Street, Pretoria, by the Sheriff of the Court to the highest bidder:

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 section 66 (2) of the Magistrates' 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 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 Sheriff of the Courts' Offices, Pretoria South, and will be read immediately prior to the sale in execution.

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

Savage Jooste & Adams Inc., Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Beach/zf/24480.)

Case 627/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Baphikile Albertina Khanyile**, First Defendant, **Mbongeleni Sibisi**, Second Defendant, **Tholakele Busisiwe Sibisi**, Third Defendant, **Nelisiwe Gladys Sibisi**, Fourth Defendant

On 18 May 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 664, Radebe Township, Registration Division IR, Transvaal, measuring 282 (two hundred and eighty-two) square metres, also known as Erf 664, Radebe, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Semi-detached single storey brick built residence under iron roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising garage.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 15,25% (fifteen comma two five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on 18 April 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MK0069/CMK.)

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Seoketso Isaac Kotane**, First Defendant, and **Ntombi Catherine Kotane**, Second Defendant

On 18 May 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 73, Maphanga Township, Registration Division IR, Transvaal, measuring 306 (three hundred and six) square metres, also known as Erf 73, Maphanga, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and two bathrooms with outbuildings of a similar construction comprising car-port, servants' quarters and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 22% (twenty-two per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on 18 April 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MK0016/CMK.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Penny Andries Mabona**, First Defendant, and **Thlaga Rebecca Mabona**, Second Defendant

On 18 May 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 2766 (formerly Erf 539) Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 270 (two hundred and seventy) square metres, also known as Erf 2766 (formerly Erf 539) Likole Extension 1, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and one and a half bathroom with outbuildings of a similar construction comprising toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or R400 (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on 18 April 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0414/CMK.)

Case 4366/92

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **John Mandle**, First Defendant, and **Veronica Roney Mandle**, Second Defendant

On 18 May 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Erf 5508, Moleleki Extension 2 Township, Registration Division IR, Transvaal, measuring 400 (four hundred) square metres, also known as Erf 5508, Moleleki Extension 2, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and two bathrooms.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 19,5% (nineteen comma five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or R400 (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on 18 April 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0197/CMK.)

Case 1412/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Morgan Africa Maseko**, First Defendant, **Matsoho Maria Maseko**, Second Defendant

On 18 May 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Erf 395, Roodebult Township, Registration Division IR, Transvaal, measuring 1 190 (one thousand one hundred and ninety) square metres, also known as 94 Reedbok Avenue, Léondale, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof comprising five rooms other than kitchen and two bathrooms with outbuildings of a similar construction comprising two garages, swimming-pool, servants' quarters and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16,5% (sixteen comma five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or R400 (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on 18 April 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0529/CMK.)

Case 802/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Philisiwe Mbambo**, Defendant

On 18 May 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Erf 1542, Spruit View Extension 1 Township, Registration Division IR, Transvaal, measuring 407 (four hundred and seven) square metres, also known as Erf 1542, Spruit View Extension 1, Kattlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): The property is vacant land.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16,5% (sixteen comma five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or R400 (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on 18 April 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0495/CMK.)

Case 7218/89

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Solomon Shumani Monyai**, Defendant

On 18 May 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 3, Moleleki Township, Registration Division IR, Transvaal, measuring 220 (two hundred and twenty) square metres, also known as Erf 3, Moleleki, Kattlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21,75% (twenty-one comma seven five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or R400 (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

Dated at Germiston on 18 April 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0452/CMK.)

Case 1067/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF RANDFONTEIN HELD AT RANDFONTEIN**

In the matter between **NBS Bank Limited**, Plaintiff, and **Elias Moshoeshe Matlotlo**, First Defendant, and **Ida Lindiwe Matlotlo**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Randfontein, District of Randfontein, and writ of execution the property listed hereunder which was attached on 9 November 1993, will be sold in execution on Friday, 3 June 1994 at 14:15 at the Magistrate's Court, Randfontein, Pollock Street entrance, Randfontein, to the highest bidder:

All right, title and interest in the leasehold in Lot 5495, Mohlakeng Extension 3 Township, Registration Division IQ, Transvaal, in extent 240 (two hundred and forty) square metres, situated at 5495 Mopeli Street, Molakeng Extension 3.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence*: Single-storey dwelling detached, built of bricks and painted plaster, under tiled roof. *Floors*: Fitted carpets and tiles, comprising lounge, dining-room, kitchen, two bedrooms, bathroom and w.c.

Outbuildings: None.

Improvements: Boundary fencing.

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, Randfontein, 40 Park Street, Randfontein. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Randfontein on this the 18th day of April 1994.

Truter, Crous & Wiggill, Plaintiff's Attorneys, Iuris Building, Sutherland Street, Randfontein. (Tel. 692-1640.) (Ref. Mr De Beer/DT/N14/93.)

Case 10000/90**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON**

In the matter between **Natal Building Society Limited** (now known as NBS Bank Limited), Plaintiff, and **Kgashane Esrom Malatji**, First Defendant, and **Selloane Lucia Malatji**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Germiston, District of Germiston, and writ of execution, the property listed hereunder which was attached on 10 September 1993, will be sold in execution on Wednesday, 8 June 1994 at 10:00, at the offices of the Sheriff for the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Erf 2750, situated in the Township Spruitview, Registration Division IR, Transvaal, in extent 340 (three hundred and forty) square metres, situated at 2650 Spruitview.

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

Residence: (Single-storey), built of bricks and painted plaster, under pitched tiled roof.

Floors: Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

Outbuildings: None.

Improvements: Boundary fencing.

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

The full conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, for the Magistrate's Court, Alberton, Johriahof, 4 Du Plessis Road, Florentia, Alberton. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Germiston this the 18th day of April 1994.

Wright, Rose-Innes, Plaintiff's Attorneys, Allied Building, 170 Meyer Street, Germiston. (Tel. 925-8027.) (Ref. Mr De Vos/WB.)

Case 8689/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Pecos John Nkhoma**, First Defendant, and **Fay Yvonne Hattingh**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Roodepoort, District of Roodepoort, and writ of execution, the property listed hereunder which was attached on 7 December 1993, will be sold in execution on Friday, 3 June 1994 at 10:00, at the offices of the Sheriff for the Magistrate's Court, Roodepoort, 182 Progress Road, Technicon, Roodepoort, to the highest bidder:

All right, title and interest in the leasehold in Erf 327, Mmesi Park Township, Registration Division IQ, Transvaal, in extent 375 (three hundred and seventy-five) square metres, situated at 327 Mmesi Park, Dobsonville.

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

Residence: Single-storey dwelling, detached, built of bricks and painted plaster, under tiled roof.

Floors: Fitted carpets and tiles, comprising lounge, dining-room, kitchen, four bedrooms, two bathrooms, shower and w.c.

Outbuildings: None.

Improvements: Boundary fencing.

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, Roodepoort, 182 Progress Road, Technicon, Roodepoort. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Roodepoort this the 18th day of April 1994.

Melman & McCarthy, Incorporating Roselyn Kidson, Plaintiff's Attorneys, 11 Platboom Avenue, Weltevredenpark. (Tel. 475-5376 or 838-4731.) (Ref. D. McCarthy/J. Soma/MN6447.)

Case 00490/94
PH 388

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Thabethe, Godfrey**, 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 of the Supreme Court, 182 Progress Road, Technicon, Roodepoort, on 20 May 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain all right, title and interest in the 99-year right of leasehold in respect of Site 9298, Dobsonville Extension 3 Township, Registration Division IQ, Transvaal, area 286 (two hundred and eighty-six) square metres, situation Stand 9298, Dobsonville Extension 3 Township.

Improvements (not guaranteed): A house under tiled roof, consisting of two bedrooms, bathroom, dining-room and kitchen, with walls around the property.

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within fourteen (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 this 15th day of April 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresF32:CA135.)

Saak 42605/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Nicholas Johannes Morris**, Verweerder

Erf 3226, geleë in Marloth Park Vakansiedorp, JU, groot 1 758 vierkante meter, geleë te Seekoeiweg 3226, Marloth Park Vakansiedorp, T93/1982, esekusieveiling te Landdroskantore, De Villierstraat, Barberton, op 1 Junie 1994 om 09:00, aan die hoogste bieder.

Volgens inligting wat Eiser kon bekom is gesegde eiendom gesoneer vir woondoeleindes in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborg word egter verstrek nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Barberton, en bevat onder andere die volgende voorwaardes:

(a) Die koper moet 'n deposito van 20% (twintig persent) van die koopprys kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, binne 14 dae na die datum van verkoping.

(b) Die koper moet op die dag van verkoping betaal, bo en behalwe die deposit en balans van die koopprys, afslaerskommissie plus BTW, soos bepaal deur die reëls.

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

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

Saak 81777/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **F H Chamberlain Trading (Pty) Limited**, Eiser, en **Marthinus Cornelius Smal**, Verweerder

Ingevolge 'n vonnis en eksekusielasbrief wat by bogemelde Agbare Hof verkry is en gedateer 24 November 1992 sal die hiernagenoemde eiendom op 20 Mei 1994 om 09:00, te die Landdroskantoor, Begemanstraat, Heidelberg, Transvaal, per publieke veiling aan die hoogste bieder verkoop word.

Erf 219, in die Vaalmarina Holiday Township, Registrasieafdeling IR, Transvaal, groot 1 118 (eenduisend eenhonderd-en-agtien) vierkante meter, gehou kragtens Akte van Transport T23066/1984.

Verbeteringe (nie gewaarborg nie).

Die verkoopvoorwaardes is ter insae by die kantoor van die Balju van die Landdroshof, Heidelberg, Transvaal.

Gedateer te Pretoria hierdie 31ste dag van Maart 1994.

R. E. Megaw, Prokureur vir Eiser, Savelkoulsgedou 417, Paul Krugerstraat 256, Pretoria. [Tel. (012) 323-1753/4.] (Verw. Megaw/ds/589/92.)

Saak 79131/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **Botbergh Beleggings BK**, Eksekusiekuldenaar

Kragtens 'n uitspraak in die hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 5 Januarie 1994, sal die onderstaande eiendom op 19 Mei 1994 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 139, geleë in die dorpsgebied Kirkney-uitbreiding 5, Registrasieafdeling JR, Transvaal, bekend as Bonita Crescent 559, Kirkney-uitbreiding 5, gesoneer vir algemene nywerheid, vakant, woonhuis en woonkamers.

Beskrywing: Onbeboude erf.

Verbandhouer(s): Geen.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende: 'n 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 19de dag van April 1994.

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

Saak 1064/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

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

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 3 Junie 1994 om 11:00, te die Balju, Soshanguve, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg, titel en belang van Erf 1065, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Huurpag van Transport TL1035/89, grootte 471 (vierhonderd een-en-sewentig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Pretoria-Noord hierdie 19de dag van April 1994.

C. J. van Wyk, vir Hack Stupel & Ross, Emily Hobhousestraat 264, Pretoria-Noord. (Verw. mnr. Van Wyk B49/160/LA.)

Saak 1294/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **M. P. Donka**, Eerste Verweerder, en **M. G. Donka**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 27 Mei 1994 om 11:00, te Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord/Soshanguve, verkoop word:

Die reg, titel en belang van Erf 943, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag TL1300/90, grootte 300 (driehonderd) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Pretoria-Noord hierdie 18de dag van April 1994.

C. J. van Wyk, vir Hack Stupel & Ross, Emily Hobhousestraat 264, Pretoria-Noord. (Verw. mnr. Van Wyk B49/180/LA.)

Case 18838/93

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

In the matter between **Bank of Lisbon International Limited**, Plaintiff, and **Hermanus Lambert Fekken**, First Defendant, **Roelof Lambert Fekken**, Second Defendant, **Hinderika Jantje Fekken**, Third Defendant, and **Eight Three Investments (Pty) Limited**, Fourth Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Pretoria Central at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 24 May 1994 at 10:00, of the undermentioned property of the Fourth Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Messcor House, 30 Margaretha Street, Pretoria.

Erf 83 situated in the Township of Koedoespoort, Registration Division JR, Transvaal, measuring 2 116 square metres, and held under Deed of Transfer T6923/1959, known as 11 Eland Street, Koedoespoort.

The property consists of a stand with improvements although nothing in this respect is guaranteed.

Improvements: Industrial property consisting of double storey office block with five offices, reception area, two toilets and shower, garage, two change rooms with showers and toilets and covered workshop area.

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

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

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

V. Stupel, for Hack Stupel & Ross, Attorneys for Plaintiff, Standard Bank Chambers, Church Square, Pretoria; P.O. Box 2000, Pretoria. (Tel. 325-4185.) (Ref. Mr Stupel/ML VS 6745.)

Case 6760/90

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Shilam David Ndlovu**, First Defendant, and **Thembi Christina Ndlovu**, Second Defendant

On 20 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 Lot 1335, Vosloorus Extension 3 Township, Registration Division IR, Transvaal, situated at Lot 1335, Vosloorus Extension 3 Township, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 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 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 15th day of April 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H01365.)

Case 30635/93

PH 45

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Plaintiff, and **Makhoana, Tshetlho Elias**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve and subject to written confirmation by the Plaintiff, will be held at the offices of the Sheriff, Krugersdorp, Klaburn Court, 22B Ockerse Street, Krugersdorp, on Wednesday, 18 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, Krugersdorp, prior to the sale:

Erf 13898, Kagiso Extension 8 Township, Registration Division IQ, Transvaal, measuring 362 (three hundred and sixty-two) square metres, being 13898 Kagiso, Extension 8, Krugersdorp.

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

Main building: Lounge, bathroom, three bedrooms, passage, kitchen and garden.

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 guarantee 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 R15 000 (fifteen thousand rand); and thereafter 2,5% up to a maximum fee of R5 000 (five thousand rand). Minimum charges R50 (fifty rand).

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

Cliffe Dekker & Todd Inc., Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Johannesburg; P.O. Box 61059, Marshalltown, 2107. (Tel. 832-2911.) (Ref. S. von Schirnding/jmb/SV/10/783183.)

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

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Plaintiff, and **Malebo, Kabelo**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve and subject to written confirmation by the Plaintiff, will be held at the offices of the Sheriff, Krugersdorp, Klaburn Court, 22B Ockerse Street, Krugersdorp, on Wednesday, 18 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, Krugersdorp, prior to the sale:

Erf 9173, Kagiso Township, Registration Division IQ, Transvaal, measuring 726 (seven hundred and twenty-six) square metres, being 9173 Kagiso Avenue, Kagiso, Krugersdorp.

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

Main building: Lounge, family room, bathroom, three bedrooms, passage, kitchen and garden.

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 guarantee 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 R15 000 (fifteen thousand rand); and thereafter 2,5% up to a maximum fee of R5 000 (five thousand rand). Minimum charges R50 (fifty rand).

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

Cliffe Dekker & Todd Inc., Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Johannesburg; P.O. Box 61059, Marshalltown, 2107. (Tel. 832-2911.) (Ref. S. von Schirnding/jmb/SV/10/783176.)

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

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Plaintiff, and
Van der Made, Nancy Elizabeth, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve and subject to written confirmation by the Plaintiff, will be held at the offices of the Sheriff, Roodepoort, 182 Progress Road, Technikon, Roodepoort, on Friday, 20 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, Roodepoort, prior to the sale:

Erf 1673, Witpoortjie Extension 5 Township, Registration Division IQ, Transvaal, measuring 906 (nine hundred and six) square metres, being 4 Fiskaal Street, Witpoortjie, Roodepoort.

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

Main building: Lounge, dining-room, two bathrooms, three bedrooms, passage, kitchen, double garage and swimming-pool.

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R15 000 (fifteen thousand rand); and thereafter 2,5% (two comma five per cent) up to a maximum fee of R5 000 (five thousand rand). Minimum charges R50 (fifty rand).

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

Cliffe Dekker & Todd Inc., Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Johannesburg; P.O. Box 61059, Marshalltown, 2107. (Tel. 832-2911.) (Ref. S. von Schirnding/jmb SV/10/783138.)

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Johanna Elizabeth Maria Gilson**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 25 Februarie 1994, en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju Pretoria-Wes, op 19 Mei 1994 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word is geleë te hoek van Tienie- en Jan du Toitstraat, Andeon-landbouhoewes, en word omskryf as Hoewe 42, Andeon-landbouhoewes, Registrasieafdeling JR, Transvaal, groot 2,0818 hektaar.

Die eiendom bestaan na bewering, maar sonder waarborg, uit 'n kleinhoewe wes van Pretoria, woning van steen onder sinkdak, sitkamer, eetkamer, kombuis, familiekamer, vier slaapkamers, badkamer, stortbad met toilet, studeerkamer, washuis, novilon en volvloermatte, knotty pine plafonne, enkelmotorhuis, swembad in swak kondisie, bediendekamer met toilet, aparte eenslaapkamerwoonstel met sitkamer, badkamer en toilet.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, baljufooie en agterstallige belasting betaald op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 14 dae na datum van verkoping verstrekk 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, Pretoria-Wes.

Geteken te Pretoria hierdie 19de dag van April 1994.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. Kruse/rm.)

Saak 2399/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BARBERTON GEHOU TE BARBERTON

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **T. P. Nkosi**, Eerste Verweerder, en **R. F. Nkosi**, Tweede Verweerder

Ingevolge 'n lasbrief van die Landdros van Barberton, sal die volgende eiendom per openbare veiling verkoop word op Woensdag, 1 Junie 1994 om 09:00, by die Landdroskantoor, Barberton:

Erf 1228, geleë in die dorpsgebied Emjinidini-uitbreiding 2, Registrasieafdeling JU, Transvaal, groot 274 (tweehonderd vier-en-sewentig) vierkante meter, ook bekend as 28 kwaMhola, Barberton.

Siersteenwoonhuis met teëldak, toesluitmotorhuis, vier slaapkamers, kombuis, sitkamer, eetkamer, badkamer en spens.

Hierdie erf sal aan die hoogste bieder vir kontant verkoop word onderhewig aan enige verbande, indien enige, asook die voorwaardes uiteengesit in die verkoopvoorwaardes wat by die Balju van die Landdroshof se kantoor ter insae lê.

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

B. van Rensburg, Generaalstraat 10, Posbus 253, Barberton, 1300. (Verw. JJVR/LP.N498/N125.)

Case 10107/93

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **W. J. C. Rossouw**, Defendant

In pursuance of a judgment in the Magistrate's Court, Klerksdorp, and a warrant of execution dated 14 February 1994, the following property will be sold in execution on Friday, 20 May 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, at 23 Leask Street, Klerksdorp, to the highest bidder:

Certain Erf 114, La Hoff Township, Registration Division IP, Transvaal, measuring 1 868 (one thousand eight hundred and sixty-eight) square metres, held by Deed of Transfer T27325/1990.

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 of the Deed of Transfer T27325/1990, in so far as these are applicable.

2. The following improvements on the property have been reported but nothing is guaranteed: A dwelling-house with the usual outbuildings.

3. *Terms:* The purchase price shall be paid as follows: Ten per centum (10%) thereof on the signing of the conditions of sale and the unpaid balance together with interest thereon at current mortgage bond rates from date of sale to date of payment to be paid or secured within (30) thirty days by an approved bank or building society guarantee.

4. *Conditions:* The full conditions of sale will be read by the Sheriff of the Magistrate's Court immediately prior to the sale and may be inspected at this office or at the offices of Waks & Brady, W.B. Chambers, 17 Noord Street, Klerksdorp.

Dated at Klerksdorp this the 30th day of March 1994.

I. Cohen, for Waks & Brady, W.B. Chambers, 17 Noord Street, Klerksdorp, 2570.

Case 33173/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Duma Charles Linda**, First Defendant, and **Duma Martha Nkele**, 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, in front of the Magistrate's Court, Pollock Street, Randfontein, on 27 May 1994 at 14:15, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer in front of the Magistrate's Court, Pollock Street, Randfontein, prior to the sale:

Erf 3821, Mhlakeng Township, Registration Division IQ, Transvaal, measuring 260 (two hundred and sixty) square metres, situated at Erf 3821, Mhlakeng Township, Randfontein.

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

Dwelling under iron roof, dining-room, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand), minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 5th day of April 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. D25640/PC.)

Case 18184/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nkosi Paul William**, First Defendant, and **Nkosi Martha Pinki**, 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 Sheriff's Offices at 8 Park Street, Kempton Park on 26 May 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the Sheriff's Offices at 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 747, Endulweni Township, Tembisa, Registration Division IR, Transvaal, measuring 421 (four hundred and twenty-one) square metres, situated at Erf 747, Endulweni Township, Tembisa.

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

Dwelling consisting of dining-room, kitchen, two bedrooms and toilet. Outbuilding: Two rooms.

The property is zoned Residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand), minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 8th day of April 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. N21607/PC.)

Case 25340/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Khoza Elliot**, 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 Sheriff's Offices at 8 Park Street, Kempton Park on 26 May 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the Sheriff's Offices at 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 643, Emfihlweni Township, Tembisa, Registration Division IR, Transvaal, measuring 272 (two hundred and seventy-two) square metres, situated at Erf 643, Emfihlweni Township, Tembisa.

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

Dwelling under iron roof, dining-room, kitchen and two bedrooms.

The property is zoned Residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand), minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 11th day of April 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. K17424/PC.)

Case 2517/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Khwinana Frank Katjoana**, 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 Sheriff's Offices at 8 Park Street, Kempton Park on 26 May 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the Sheriff's Offices at 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 113, Ibazelo Township, Kempton Park, Registration Division IR, Transvaal, measuring 300 (three hundred) square metres, situated at Erf 113, Ibazello Township, Kempton Park.

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

Dwelling consisting of lounge, dining-room, three bedrooms, kitchen, bathroom, toilet and garage.

The property is zoned Residential.

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

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 13th day of April 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. K26153/PC.)

Case 10178/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Monageng Marekwa Frans**, First Defendant, and **Monageng Mosidi Winnifred**, 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 Sheriff's offices at 8 Park Street, Kempton Park, on 26 May 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the Sheriff's offices at 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 385, Tsepo Township, Registration Division IR, Transvaal, measuring 273 (two hundred and seventy-three) square metres, situated at Erf 385, Tsepo Township, Kempton Park.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of dining-room, kitchen, two bedrooms and toilet. *Outbuildings:* Single garage and two rooms.

The property is zoned Residential.

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

Signed at Johannesburg on the 18th day of April 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. M14379/PC.)

Case 29733/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kubheka Seth**, First Defendant, and **Kubheka Elizabeth**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 26 May 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 25934, Meadowlands Township, Registration Division IQ, Transvaal, measuring 188 (one hundred and eighty-eight) square metres, situated at Erf 2807, Meadowlands Zone 10 Township.

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

Dwelling under iron roof, dining-room, kitchen and bedroom. *Outbuildings*: Single garage and store-room.

The property is zoned Residential.

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

Signed at Johannesburg this 7th day of April 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. K18088/PC.)

Case 10378/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mathiso Nomhle Eunice**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 26 May 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 24378, Diepkloof Township, Registration Division IQ, Transvaal, measuring 208 (two hundred and eight) square metres, situated at 8353A Zone 6 Diepkloof Township.

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

Dwelling under asbestos roof, dining-room, kitchen and bedroom. *Outbuildings*: Three store-rooms.

The property is zoned Residential.

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

Signed at Johannesburg this 7th day of April 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. M20712/PC.)

Case 04852/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mhlathi Vuyokaz Mirriam Gloria**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 26 May 1994 at 10:00 of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 2364, Zola Township, Registration Division IQ, Transvaal, measuring 455 (four hundred and fifty-five) square metres, situated at Erf 2386, Zola 2 Township.

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

Dwelling under iron roof, lounge, dining-room, kitchen and three bedrooms. *Outbuilding*: Single garage.

The property is zoned Residential.

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

Signed at Johannesburg this 7th day of April 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. M20247/PC.)

Case 11653/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mogajane Mpolokeng Louisa**, First Defendant, **Mohatjane Dinah Mamamadi**, Second Defendant, **Mohajane Meshack**, Third Defendant, and **Mohajane Elias Nkgatu**, Fourth Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 26 May 1994 at 10:00 of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale (short description of property, situation, and street number):

All right, title and interest in the leasehold in respect of Erf 14811, Diepkloof Zone 3 Township, Registration Division IQ, Transvaal, measuring 257 (two hundred and fifty-seven) square metres, situated at Erf 3407, Diepkloof Zone 3 Township.

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

Dwelling under iron roof, dining-room, kitchen and two bedrooms. *Outbuildings*: Two single garages, store-room and bathroom.

The property is zoned Residential.

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

Signed at Johannesburg this 13th day of April 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. M20898/PC.)

Case 31995/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mpiga Tatolo Joseph**, First Defendant, and **Mpiga Motsehoa Catherine**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 26 May 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale (short description of property, situation, and street number):

Erf 2545, Pimville Zone 2 Township, Registration Division IQ, Transvaal, measuring 258 (two hundred and fifty-eight) square metres, situated at Erf 2545, Pimville Zone 2 Township.

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

Dwelling under iron roof, dining-room, kitchen and two bedrooms. *Outbuildings*: Two single garages and store-room.

The property is zoned Residential.

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

Signed at Johannesburg this 12th day of April 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. M25398/PC.)

Case 19313/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nkwanyane Fanyane Alpheus**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 26 May 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale (short description of property, situation, and street number):

Erf 72, Zondi Township, Registration Division IQ, Transvaal, measuring 259 (two hundred and fifty-nine) square metres, situated at Erf 72, Zondi Township.

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

Dwelling consisting of dining-room, kitchen, two bedrooms and bathroom. *Outbuildings*: Two garages.

The property is zoned Residential.

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

Signed at Johannesburg this 14th day of April 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. N21713/PC.)

Case 19906/91

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Gwala Lawrence**, First Defendant, and **Gwala Theresa**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, at 182 Leeuwpoot Street, Boksburg, on 27 May 1994 at 11:15, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff at 182 Leeuwpoot Street, Boksburg, prior to the sale (short description of property, situation, and street number):

All right, title and interest in the leasehold in respect of Erf 7623, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, measuring 334 (three hundred and thirty-four) square metres, situated at Erf 7623, Vosloorus Extension 9 Township.

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

Dwelling under tiled roof, entrance hall, lounge, kitchen, three bedrooms bathroom and toilet.

The property is zoned.

Terms: 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneers charges, payable on the 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 this 11th day of April 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. G16052/SC.)

Case 17032/91

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mkhize Psychology**, First Defendant, and **Mabena Maria Girly**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg on 27 May 1994 at 11:15, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 16684, Vosloorus Extension 26 Township, Boksburg, Registration Division IR, Transvaal, measuring 296 (two hundred and ninety-six) square metres, situated at Erf 16684, Vosloorus Extension 26 Township, Boksburg.

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

Dwelling under tiled roof, lounge, kitchen, two bedrooms 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand), minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 7th day of April 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. M15410/SC.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mbundu Sibewu Floyd**, First Defendant, and
Mbundu Thokozani Joyce, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, Midrand-Alexandra, Unit 2 Northview, 45 Richards Drive, Halfway House, on 25 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 may be inspected at the office of the Sheriff, Unit 2 North View, 45 Richards Drive, Halfway House, prior to the sale:

Erf 280, Alexandra East Bank Township, Registration Division IR, Transvaal, measuring 195 (one hundred and ninety-five) square metres, situated at Erf 280, Alexandra East Bank Township.

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

Dwelling under tiled roof, lounge, dining-room, kitchen, three bedrooms and bathroom.

The property is zoned Residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand), minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 31st 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. M24689/PC.)

Case 31116/91

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Cindi Limon**, First Defendant, and
Cindi Thokozile Christina, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 26 May 1994 at 10:00 of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the office of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 142 (now renumbered Erf 6750) Emdeni Extension 2 Township, Registration Division IQ, Transvaal, measuring 294 (two hundred and ninety four) square metres, situated at Erf 142 (now renumbered Erf 6750) Emdeni Extension 2 Township.

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

Dwelling under tiled roof, lounge, dining-room, kitchen, three bedrooms, bathroom and 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand), minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 7th day of April 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. C18443/SC.)

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Gasa Bongane Michael**, First Defendant, and **Gasa Joyce**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg on 26 May 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 3739, Chiawelo Extension 2 Township, Registration Division IQ, Transvaal, measuring 226 (two hundred and twenty-six) square metres, situated at Erf 3739, Chiawelo Extension 2 Township.

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

Dwelling under asbestos roof, lounge, dining-room, kitchen, two bedrooms, bathroom and toilet. Outbuilding: 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand), minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 7th day of April 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. G15838/SC.)

Case 33095/91

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

In the matter between **The Standard Bank of South Africa**, Plaintiff, and **Giwu Nzimeni Robert**, First Defendant, and **Giwu Julia**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 26 May 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 132 (now renumbered Erf 6740) Emdeni Extension 2 Township, Registration Division IQ, Transvaal, measuring 294 (two hundred and ninety-four) square metres, situated at Erf 132 (now renumbered Erf 6740) Emdeni Extension 2 Township.

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

Dwelling under tiled roof, lounge, dining-room, kitchen, three bedrooms, bathroom and 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand), minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 7th day of April 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. G18970/SC.)

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

In the matter between **The First National Bank of South Africa**, Plaintiff, and **Tandi Cecil Anthony**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 26 May 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 3644, Orlando West Township, Registration Division IQ, Transvaal, measuring 566 (five hundred and sixty-six) square metres, situated at Erf 3644, Orlando West Township.

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

Plastered building consisting of three floors and a medium yard. Has IBR/Corrugated iron roof, cafe and panel beating shop, situated in the Industrial Park of Soweto next to the Orlando Station.

Basement: Two rooms which can be used for letting.

Ground Floor: Cafe, two offices, kitchen with fish fryer, two male/female toilets, two store-rooms.

The property is zoned Residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand), minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 11th day of April 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. T8833/FC.)

Case 31344/93
PH 125

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

In the matter between **Beaconsfield Body Corporate**, Plaintiff, and **R. Ndlovu**, Defendant

Be pleased to take notice that in pursuance of a judgment granted in favour of the Plaintiff on 27 July 1993, and a warrant of execution dated 19 August 1993, issued out of the above Honourable Court, the undermentioned property will be sold without a reserve price by the Sheriff of the Court, Johannesburg North, on Friday, 6 May 1994 at 10:00, in front of the Magistrate's Court, Fox Street entrance, Johannesburg:

Flat 75, being Section 38, in the building known as Beaconsfield situated at corner of Kotze and Edith Cavell Streets, Hillbrow, Johannesburg, and more fully described on Sectional Plan ST100/88. Measuring 84 square metres and held under Sectional Title ST100/88 (Unit).

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

Two rooms, kitchen, bathroom/w.c., balcony not enclosed and common property.

Be pleased to take notice further that the conditions of sale to be read out by the auctioneer at the time of the sale will lie for inspection prior to the sale at the offices of the Sheriff of the Court, Johannesburg North, 131 Marshall Street, Johannesburg.

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.

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

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

Ivan Soffer Attorney, Plaintiff's Attorneys, 15 Raleigh Street, Yeoville, Johannesburg. (Tel. 487-3436.) (Ref. I. Soffer/RF.)

Saak 13822/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Martin Fundzane**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 16 Februarie 1994, sal 'n verkoping gehou word op 20 Mei 1994 om 10:00, by die verkooplokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Die Verweerder se reg, titel en belang in en tot sekere huurpag ten opsigte van Perseel 8877, Dobsonville-uitbreiding 3, gehou deur die Verweerder kragtens Sertifikaat van Geregisteerde Huurpag TL39765/90, groot 515 (vyfhonderd-en-vyftien) vierkante meter, gehou deur Verweerder kragtens Akte van Transport TL39765/90.

Die eiendom is gesoneer Residensieel 1 en is geleë te 8877 Dobsonville-uitbreiding 3 en bestaan uit 'n eetkamer, badkamer, twee slaapkamers, gang, kombuis, teëldak met baksteen en gepleisterdemure en staalventerrame, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 14de dag van April 1994.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/1982/93/BF313.)

Saak 603/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Johan Britz**, Eerste Verweerder, en **Lourette Britz**, Tweede Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 28 Februarie 1994, sal 'n verkoping gehou word op 20 Mei 1994 om 10:00, by die verkooplokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerdere onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 3241, Witpoortjie-uitbreiding 23, groot 835 (agthonderd vyf-en-dertig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T184/93.

Die eiendom is gesoneer Residensieel 1 en is geleë te Elsenburgstraat 70, Witpoortjie-uitbreiding 23 en bestaan uit 'n sitkamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, enkel motorhuis, teëldak met gepleisterdemure en staal vensterrame, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 14de dag van April 1994.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/145/94/BB924.)

Saak 13303/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Wellington Vusimuzi Nathaniel Mfuphi**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 28 Februarie 1994, sal 'n verkoping gehou word op 20 Mei 1994 om 10:00, by die verkooplokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Die Verweerder se reg, titel en belang in en tot sekere huurpag ten opsigte van Perseel 8091, Dobsonville-uitbreiding 2, gehou deur die Verweerder kragtens Sertifikaat van Geregisteerde Huurpag TL28621/85, groot 356 (driehonderd ses-en-vyftig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport TL28621/85.

Die eiendom is gesoneer Residensieel 1 en is geleë te Nkalambastraat 8091, Dobsonville-uitbreiding 2 en bestaan uit 'n eetkamer, badkamer, drie slaapkamers, gang, kombuis, teëldak met gepleisterdemure en staal vensterrame, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 14de dag van April 1994.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/1922/93/BM927.)

Saak 7822/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Bpk.**, Eiser, en **N. Q. Mafika**, Eerste Verweerder, en **P. Rasekela**, Tweede Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Krugersdorp, in bogemelde saak op 10 Augustus 1993, sal 'n verkoping gehou word op 25 Mei 1994 om 10:00, by die verkooplokaal van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp, van die ondervermelde eiendom van die Verweerders onderworpe aan die voorwaardes wat deur die Balju, Krugersdorp, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Krugersdorp, ter insae sal lê:

Die Verweerder se reg, titel en belang in en tot sekere huurpag ten opsigte van Perseel 12623, Kagiso-uitbreiding 8, gehou deur die Verweerders kragtens Sertifikaat van Geregistreerde Huurpag TL39507/89, groot 309 (driehonderd-en-nege) vierkante meter, gehou deur Verweerders kragtens Akte van Transport TL39507/89.

Die eiendom is gesoneer Residensiële 1 en is geleë te 12623 Kagiso-uitbreiding 8 en bestaan uit 'n sitkamer, badkamer, twee slaapkamers, gang, kombuis, teëldak met gepleisterdemure en staal vensterrame, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp.

Gedateer te Roodepoort op die 14de dag van April 1994.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, p.a. Corkstraat 12, Kenmare, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/351/92.)

Saak 12894/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Susanna Sophia Anderson**, Eerste Verweerder, en **Friedrich Wilhelm Hermann Ludwig Tegt**, Tweede Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 16 Februarie 1994, sal 'n verkoping gehou word op 20 Mei 1994 om 10:00, by die verkooplokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 1787, Florida-uitbreiding 3, groot 1 466 (eenduisend vierhonderd ses-en-sestig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T28663/91.

Die eiendom is gesoneer Residensiële 1 en is geleë te die Ou Pad 16, Florida-uitbreiding 3, en bestaan uit 'n sitkamer, gesinskamer, eetkamer, studeerkamer, badkamer, drie slaapkamers, gang, kombuis, kroeg, drie bediendekamers, stoor-kamer, enkelmotorhuis met 'n sinkdak met siersteenmure en staalvensterrame, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgeld in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 (een-en-twintig) dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 14de dag van April 1994.

H. C. Coetzee, vir Claassen & Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/1808/93/BA215.)

Case 9729/93

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

In the matter between **ABSA Bank Limited** (United Bank Division) (86/04794/06), Plaintiff, and **Magundwane Douglas Jonas**, First Defendant, and **Duduzela Eunice Jonas**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 22 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 Erf 932, Dawn Park Extension 2 Township, situated on 121 West Central Dawn Park Extension 2, in the Township of Dawn Park Extension 2, District of Boksburg, measuring 800 (eight hundred) square metres.

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

Building built of brick and plaster, tiled roof, comprising of an entrance hall, lounge, dining-room, family room, two bedrooms, bathroom, kitchen and scullery.

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 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 7th day of April 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. AU0303/Mrs Teixeira.)

Case 5942/93

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

In the matter between **ABSA Bank Limited** (United Bank Division) (86/04794/06), Plaintiff, and **Hendrik Johannes Swanepoel**, First Defendant, and **Janet Deborah Swanepoel**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 22 November 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:

Erf 2393, Dawn Park, Extension 4 Township, situated on 4 Jensen Place, Dawn Park Extension 4, in the Township of Dawn Park Extension 4, District of Boksburg, measuring 987 (nine hundred and eighty-seven) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising a lounge, dining-room, kitchen, two bedrooms, bathroom with a w.c.'c and double garage.

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

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

Dated at Boksburg on this the 7th day of April 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. AF6285/Mrs Teixeira.)

Saak 2747/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Z. G. Nkosi**, Verweerder

Ingevolge uitspraak van bogemelde Agbare Hof, en lasbrief vir eksekusie gedateer 1 Maart 1994, word die hiernavermelde eiendom op Woensdag, 18 Mei 1994 om 10:00, voor die Landdroskantoor, Ermelo, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik die reg van Huurpag ten opsigte van:

Erf 3409, in die dorp Wesselson, Registrasieafdeling IT, Transvaal, groot 325 (driehonderd vyf-en-twintig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL25979/91.

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

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

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

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

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

Geteken te Ermelo op hierdie 18de dag van Mei 1994.

Bekker, Brink & Brink, Unitedgebou, Kerkstraat 60, Privaat Sak X9018, Ermelo, 2350. (Verw. mnr. Van der Wath/eb SJN 036.)

Case 8824/93

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 **Mario Alberto Francisco**, First Defendant, and **Edith Busisiwe Francisco**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 21 September 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 27 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 18206, Vosloorus Extension 25 Township, Registration Division IR, Transvaal, situated on 18206 Mpatsaka Crescent, Vosloorus Extension 25, in the Township of Vosloorus Extension 25, District of Boksburg, measuring 289 (two hundred and eighty-nine) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey brick under tiles residence comprising lounge, kitchen, two bedrooms, bathroom and toilet. Property fenced. Iron 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 15th day of April 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG7669/Mrs Kok.)

Case 7617/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Vernon Vincent Stephens**, First Defendant, and **Helen Cathrena Stephens**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 31 August 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 27 May 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 2092, Dawn Park Extension 8 Township, situated on 17 Benade Street, Dawn Park Extension 8, in the Township of Dawn Park Extension 8, District of Boksburg, 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 a lounge, dining-room, three bedrooms, one and a half bathroom and a kitchen.

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 18th day of April 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. AF6146/Mrs Teixeira.)

Saak 77543/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Regspersoon van Matria Mansions**, Eiser, en **F. J. Swart**, Verweerder

Ingevolge die uitspraak in die Landdroshof van Pretoria, en die lasbrief tot geregtelike verkoping, gedateer 14 September 1993, word die ondervermelde eiendom op 24 Mei 1994 om 10:00, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, geregtelik verkoop aan die persoon wat die hoogste aanbod maak:

Verbeterings: Een en 'n half slaapkamerwoonstel, sit- en eetkamer, kombuis en badkamer. *Eiendom:* Eenheid 4, Skema-nummer 23, groot 67 (sewe-en-sestig) vierkante meter, gehou deur die Verweerder kragtens Akte van Transport ST60888/92, beter bekend as Matria Mansions 14, Van Lennepstraat 383, Pretoria.

Vir verdere besonderhede en verkoopvoorwaardes kontak die geregsbode, Pretoria-Sentraal, Posbus 748, Pretoria, 0001.

Geteken te Pretoria op hierdie 19de dag van April 1994.

A. S. Burden, vir Smuts & Smuts, Sesde Verdieping, Permanentegebou, hoek van Banklaan en Pretoriusstraat, Pretoria. (Tel. 324-2864.) (Verw. mev. Lubbe/CS0020.)

Case 1235/92

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

In the matter between **A. N. Bornaman**, Plaintiff, and **Eagle Gas Distributors**, First Defendant, and **K. Naidoo**, Second Defendant, and **J. A. van Biljon**, Third Defendant

In pursuance of a judgment of the Honourable Court, and warrant of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs, on Friday, 20 May 1994 at 15:00, at 66 Fourth Avenue, Springs, to the highest bidder:

Certain 6 Rowhill Township, Registration Division IR, Transvaal, measuring 1 438 (one thousand four hundred and thirty-eight) square metres, also known as 12 Cowles Street, Rowhill, Springs.

Description of property: Brick building under a iron roof comprising three bedrooms, two bathrooms, dining-room, lounge, kitchen, scullery, toilet, two outside rooms and toilet and carport.

Conditions: The sale will be subject to payment of the full purchase price in cash* on the day of the sale or a bank or building society-guaranteed cheque to be furnished* on the date of the sale*. The full conditions of sale, which will be read out immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs.

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

H. F. Delport, of Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street; P.O. Box 16, Docex 6, Springs. (Tel. 812-1050.) (Ref. JD/gsm/E02592.)

Case 7411/93

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

In the matter between **The Town Council of Springs**, Plaintiff, and **D. M. Strachan**, Defendant

In pursuance of a judgment of the above Honourable Court and warrant of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs, on Friday, 20 May 1994 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 796, Dersley Extension 1 Township, Registration Division IR, Transvaal, measuring 1 732 (one thousand seven hundred and thirty-two) square metres, also known as 1 Pumice Avenue, Dersley Extension 1, Springs.

Description of property: Vacant stand.

Conditions: The sale will be subject to payment of the full purchase price in cash on the date of sale, a bank or building society-guaranteed cheque to be furnished on the date of the sale. The full conditions of sale, which will be read out immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs.

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

H. F. Delport, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street; P.O. Box 16, Docex 6, Springs. (Tel. 812-1050.) (Ref. JD/gsm/S73491.)

Case 2706/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Hemantkumar Bhana Rawjee**, First Defendant, and **Miriam Rawjee**, Second Defendant

A sale in execution will be held on Friday, 20 May 1994 at 10:00, by the Sheriff for Rustenburg, at the Magistrate's Court, corner of Van Staden and Klopper Streets, Rustenburg, of:

Portion 44 (a portion of Portion 39), of the farm Rietvly 271, Registration Division JQ, Transvaal, in extent 8,5653 hectares, known as R O W Portion 44 (a portion of Portion 39), of the farm Rietvly 271.

Particulars are not guaranteed: Dwelling with entrance-hall, lounge, dining-room, kitchen, four bedrooms, bathroom, study, double garage and granny flat with lounge, dining-room, kitchen, two bedrooms, bathroom and toilet.

Inspect conditions at the Sheriff of Rustenburg, Second Floor, Biblio Plaza, corner of Smit and Van Staden Streets, Rustenburg.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1-C/387581/JAA/J. S. Herbst.)

Case 69064/92

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Jacobus Ras**, First Defendant, and **Johanna Petronella Ras**, Second Defendant

A sale in execution will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 19 May 1994 at 10:00, of:

Section 13, as shown on Sectional Plan SS156/85, in the building Mayvillas, situated at Erf 85, in the Town Mayville Local Authority, City Council of Pretoria, measuring 80 square metres; and

an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST156/85 (13) (Unit), dated 23 May 1985, known as Flat 31, Mayvillas North Block, 852 Paul Kruger Street, Mayville.

Particulars are not guaranteed: Two-bedroomed flat with lounge, kitchen and bathroom.

Inspect conditions at Sheriff of Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-401308(347320)/JAA/J. S. Herbst.]

Case 14988/94

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Ismail Azaad Shaik**, First Defendant, and **Yasmin Shaik**, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 18 May 1994 at 10:00, of:

Erf 178, situated in the Township of Christoburg, Registration Division JR, Transvaal, measuring 1 614 square metres, known as 402 Moeder Street, Christoburg.

Particulars are not guaranteed: Semi-double storey dwelling with entrance-hall, dining-room, TV-room, kitchen, three bedrooms, two bathrooms, study, scullery and double garage.

Inspect conditions at Sheriff, Pretoria South, Holding 83, corner of Gerhardt Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg City.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-397509/JAA/J. S. Herbst.)

Case 16429/94

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

In the matter between **ABSA Bank Limited** (Trustbank Division), Plaintiff, and **Roelof Erasmus Lotriet**, First Defendant, and **Linda Lotriet**, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 18 May 1994 at 10:00 of:

Section 2, as shown on Sectional Plan SS2t 2/89, in the building Leomul, situated at Erf 176, Christoburg, Local Authority of Pretoria, measuring 111 (one hundred and eleven) square metres; and

An undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST262/89(2)(Unit); and exclusive use of garden T2 and T3 measuring 12 (twelve) square metres, and 566 (five hundred and sixty-six) square metres, respectively, known as Section 2, Leomul (Duet), 394 Moeder Street, Christoburg.

Particulars are not guaranteed.

Two bedroomed duet with lounge, dining-room, kitchen, two bathrooms, roof room and single carport.

Inspect conditions at Sheriff, Pretoria South, Holding 83, corner of Gerhardt Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg City.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-401367/JAA/J. S. Herbst.)

Case 53460/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Abel Andries Oosthuizen**, First Defendant, and **Susarha Salomina Beredina Oosthuizen**, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 18 May 1994 at 10:00, of:

Erf 2643, in the Town Wierdapark Extension 2, Registration Division JR, Transvaal, measuring 1 025 (one thousand and twenty-five) square metres, known as 15 Gansbaai Street, Wierdapark Extension 2.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom and garage.

Inspect conditions at Sheriff, Pretoria South, Holding 83, corner of Gerhardt Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg City.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-379735/JAA/J. S. Herbst.)

Case 32170/93 PH 168

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Kinnear, Allethia Sophia**, 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, 131 Marshall Street, Johannesburg, on 19 May 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the offices of the Deputy Sheriff, 131 Marshall Street, Johannesburg, prior to the sale.

Erf 81, Glenvista Township, Registration Division IR, Transvaal, measuring 1 807 (one thousand eight hundred and seven) square metres, held under Deed of Transfer T2890/93, situated at 149 Vista Drive, Glenvista, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Main building*: 10 rooms, two kitchens, three bathrooms, brick, plaster, painted walls, concrete, tile and carpet floors, Rhinoboard ceilings, flat IBR roof and face brick outside walls. *Outbuildings*: Outbuilding consists of double garage, servant's room and bathroom, brick, plaster, painted walls, flat IBR roof, face brick outside walls.

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 are 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).

Date: 24 March 1994.

Lazzara-Leicher, Plaintiff's Attorneys, Second Floor, Balloon House, 39 Vorster Avenue, Glenanda, Johannesburg; P.O. Box 2165, Southdale, 2134. (Tel. 432-3834.) (Ref. Mr Lazzara/gg/F120.)

Case 5424/91

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 **Pheello Wilson Khanye**, Defendant

In pursuance of judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 9 December 1991, the following property will be sold in execution on 25 May 1994 at 10:00, at the office of the Sheriff for Krugersdorp Magisterial District, Klabum 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 11493, Kagiso Extension 6 Township, Registration Division IQ, Transvaal, in extent 312 (three hundred and twelve) square metres, for residential purposes held by the Defendant under Certificate of Registered Grant of Leasehold TL6763/91, known as Erf 11493, Kagiso Extension 6, 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: R6 100 (six thousand one hundred rand) 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 (twenty-one) 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, Klabum Court, 22B Ockerse Street, Krugersdorp, and at the offices of the Plaintiff's attorneys.

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

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

Saak 13446/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Bpk.**, Eiser, en **Lance Melvin Francis**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 21 Desember 1993, sal 'n verkoping gehou word op 20 Mei 1994, om 10:00, by die verkooplokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 171, Florida Lake-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 709 (sewehonderd en nege) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T56339/1992.

Die eiendom wat te koop aangebied word bestaan uit: Sitkamer, eetkamer, badkamer, drie slaapkamers, gang, kombuis, enkelmotorhuis en afdak, bediendekamer, swembad, siersteenmure en betonomheining. Die eiendom is gesoneer Residensieel 1 en is geleë te Darterstraat 8, Florida Lake, Roodepoort. Geen waarborg in hierdie verband word gegee nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 (een-en-twintig) dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 11de dag van April 1994.

A. M. Claassen, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. AMC/CK/EF0227 125/93.)

Case 25202/93
PH 175IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Proprietary) Limited**, Plaintiff, and **Mhlambi, Mavimbela Isaac**, Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without a reserve price will be held at in front of the Magistrate's Court, Begemann Street, on 20 May 1994 at 09:00, on the conditions read out by the auctioneer at the office of the Sheriff, in front of the Magistrate's Court, Begemann Street, Heidelberg, Transvaal, prior to the sale, of the undermentioned property situated at:

Erf 1698, Ratanda Township, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, held by Certificate of Registered Grant of Leasehold TL23308/1989, which is zoned as Residential and consists of (not guaranteed):

A dwelling lounge, kitchen, three bedrooms, bathroom and w.c.

2. Terms:

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

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

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand);

2.2.2 minimum charges 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 25201/93
PH 175

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

In the matter between **Eskom Finance Company (Proprietary) Limited**, Plaintiff, and **Mbele, Stephanus**, Defendant

1. In execution of the judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without a reserve price will be held in front of the Magistrate's Court, Begemann Street, on 20 May 1994 at 09:00, on the conditions to be read out by the auctioneer at the office of the Sheriff, in front of the Magistrate's Court, Begemann Street, Heidelberg, Transvaal, prior to the sale, of the undermentioned property situated at:

Erf 1688, Ratande Township, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, held by Certificate of Registered Grant of Leasehold TL38653/1988, which is zoned as Residential and consists of (not guaranteed):

A dwelling lounge, kitchen, three bedrooms, bathroom and w.c.

2. Terms:

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

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

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand);

2.2.2 minimum charges 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 23183/93
PH 124

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

In the matter between **Eskom**, Plaintiff, and **Ncongwane, Ndubi Cyprian**, Defendant

1. In execution of the judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without a reserve price will be held at 17 Caledon Street, Standerton, on 25 May 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, 17 Caledon Street, Standerton, prior to the sale, of the undermentioned property situated at:

4 Vemvane Street, Thuthukani, being Erf 435, Thuthukani Township, Registration Division IS, Transvaal, measuring 346 (three hundred and forty-six) square metres, held by Deed of Transfer T44470/1991, which is zoned as Residential and consists of (not guaranteed): A dwelling lounge, kitchen, two bedrooms, bathroom and w.c.

2. Terms:

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

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

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand);

2.2.2 minimum charges 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.)

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

In the sale between **Nedcor Bank Limited** (No. 51/00009/06), formerly known as Nedperm Bank Limited, Plaintiff, and **Henry Jacobs**, 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 by the Sheriff of Lenasia North at 131 Marshall Street, Johannesburg, on 19 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 4559, Eldoradopark Extension 8 Township, Registration Division IQ, Transvaal.

Area: 317 square metres.

Situation: 37 Abraham Andrews Street, Eldoradopark Extension 8.

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

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

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

M. M. Kapelus, for E. F. K. Tuckers Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 311-7211.) (Ref. Foreclosures/50399.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Hegeni's Development Enterprises (Eiendoms) Beperk** (No. 89/02270/07), Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Westonaria, at the entrance of the Magistrate's Court, Westonaria, on Friday, 20 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: Holding 612, West Rand Agricultural Holdings Extension 1, Registration Division IQ, Transvaal.

Situated: 612 Jean Avenue, West Rand Agricultural Holdings Extension 1.

Area: 2,0859 (two comma naught eight five nine) hectares.

Improvements (not guaranteed): A double-storey dwelling consisting of entrance hall, lounge, dining-room, family room, study, four bedrooms, three full bathrooms, kitchen, wash-up/laundry, two garages, under tiled roof, enclose with wire fencing and brick driveway.

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 charge of R200.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. GT29E/mgh/tf.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Abrahams, Goesain**, 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 De Klerk Vermaak & Partners Inc., attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 19 May 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain: Erf 3493, Ennerdale Extension 5 Township, Registration Division IQ, Transvaal.

Situated: 65 Cuprite Avenue, Ennerdale Extension 5.

Area: 284 (two hundred and eighty four) square metres.

Improvements (not guaranteed): Lounge, three bedrooms, bathroom, toilet, kitchen, two garages, under iron and asbestos roof, 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 charge of R200.

Dated at Johannesburg on this the 14th day of March 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N14E/mgh/tf.)

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, 17 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.

Situated: 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 cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter at 3% (three per cent) to a maximum fee of R6 000, and a minimum charge of R200.

Dated at Johannesburg on this the 15th day of April 1994.

Dykes & Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/ij/FN3112.)

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, 17 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 1 506 square metres, situated at 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 cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000, and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this 15th day of April 1993.

Dykes & Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. Mr P le Mottee/N3100.)

Saak 27136/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **NBS Bank Beperk**, Eiser, en **McLachlan, Robert John**, Eerste Verweerder, en **McLachlan, Catherine Ruth**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogmelde saak, sal 'n verkoping sonder 'n reserweprys gehou word ten kantore van die Balju van die Hooggeregshof, vir Randburg, Elna Randhof, hoek van Selkirklaan en Blairgowrielaan, op Dinsdag, 17 Mei 1994 om 10:00, van die ondervermelde eiendom van die Verweerders, op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, voor die verkoping ter insae sal lê:

Sekere Erf 3132, Randparkrif-uitbreiding 41-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 196 vierkante meter, liggend Aalwynstraat 30M, Randparkrif-uitbreiding 41, Randburg.

Verbeteringe (nie gewaarborg nie): Enkelverdieping woonhuis bestaande uit sitkamer, eetkamer, studeerkamer, kombuis, drie slaapkamers, passende vloermatte/teëls, twee badkamers, stort, drie toilette en grensomheining.

Terme: 10% (tien persent) van die koopprijs in kontant op die dag van die verkoping, ten opsigte van die balans en rente op die volle koopprijs teen huidige verbandkoerse betaalbaar teen registrasie van transport, moet 'n bank of bouvereniging of ander aanneembare waarborg binne 14 dae vanaf datum van die verkoping verskaf word, vendukoste betaalbaar op dag van die verkoping sal bereken word 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R20 000, en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 met 'n minimum van R200.

Gedateer te Johannesburg op hierdie 15de dag van April 1994.

Dykes & Daly, Eiser se Prokureurs, Sesde Verdieping, Smalstraat 66, Johannesburg. (Tel. 792-5242.) (Verw. mnr. P. le Mottee/N3062.)

Case 1789/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Meintjies Brian Leonard**, 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 Johannesburg, 131 Marshall Street, Johannesburg, on Thursday, 26 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 Portion 9, of Erf 675, Northcliff Extension 2 Township, Registration Division IQ, Transvaal, area 1 983 square metres, situated at 23 Brighish Road, Northcliff, Johannesburg.

Improvements (not guaranteed): Single storey brick dwelling under tiles consisting of entrance-hall, lounge, dining-room, study, family-room, kitchen, three bedrooms, two bathrooms, shower, two toilets, fitted carpets/tiles. Oubuilding: Garage, two staff' quarters, toilet and bath, two store-rooms, swimming-pool, brick driveway and paving, steel gates and boundary brick/concrete walls.

Terms: 10% (tien per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000, and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this 29th day of March 1994.

Dykes & Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. Mr P le Mottee/N3321.)

Case 1165/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Cockayne, Maureen**, 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 17 May 1994 at 10:00, of the undermentioned property of the Defendant, on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain remaining extent of Erf 37, Johannesburg North Township, Registration Division IQ, Transvaal, area 1 487 square metres, situated at 14 Market Street, Johannesburg North, Randburg.

Improvements (not guaranteed): Single storey brick dwelling under tiles, entrance-hall, lounge, family-room, dining-room, study, kitchen, four bedrooms, two bathrooms, shower, three toilets, bar, fitted carpets/Novilon. Outbuildings: Staff quarters with toilet, thatched double carport, swimming-pool, garden irrigation system and walled boundary.

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000, and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of 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. Mr P le Mottee/FN3126.)

Case 24041/93

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

In the matter between **Nedcor Bank Limited**, No. 51/00009/06, formerly known as Nedperm Bank Limited, Plaintiff, and **2039 Houghton Estate 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 by the Sheriff of Johannesburg North, at 131 Marshall Street, Johannesburg, on 19 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 2039, Houghton Estate Township, Registration Division IR, Transvaal, area 4 164 square metres, situated at 16 corner of 14th and Fifth Streets, Houghton Estate, Johannesburg.

Improvements (not guaranteed): A double storey house under tiled roof consisting of four bedrooms, three bathrooms plus ground loo, kitchen, lounge, dining-room, family-room, two garages, swimming-pool, servants' quarters and ablutions with brick walls around the property.

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

Dated at Johannesburg on this 11th day of April 1993.

M. M. Kapelus, Plaintiff's Attorney, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures /50285.)

**Case 1414/93
PH 163**

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

In the matter between **Boksburg City Council**, Judgment Creditor, and **Dikano Samuel Selane**, Judgment Debtor, and **Monicah Phuti Selane**, Second Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 10 September 1993, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 27 May 1994 at 11:15, of the undermentioned property of the Execution Debtor, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the above-mentioned Sheriff of the Court, prior to the sale:

Property being certain Erf 1957, Dawn Park Extension 30 Township, held under Deed of Transfer T64239/1992, measuring 805 square metres, also known as 1 Oleander Street, Dawn Park Extension 30, Boksburg.

Description: Four bedrooms, two bathrooms, lounge, dining-room, kitchen and brick construction under tiles.

The material conditions of sale are:

1. The properties will be sold voetstoots without reserve.
2. The purchaser shall pay 10% (ten per centum) of the purchase price cash immediately after the sale, guarantee for balance within 14 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. All rights and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

The conditions of sale may be inspected at the Sheriff's Offices, Boksburg, and will be read out by the Sheriff prior to the sale.

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

M. Traube, for Moodie, Moodie & Van Rensburg, Attorney for Judgment Creditor, Legis Domus Building, 384 Trichardt Road, Boksburg, P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. K. Hall/BZ3437.)

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

In the matter between **Boksburg City Council**, Judgment Creditor, and **Jantjies M. H. J.**, (5902131029), Judgment Debtor

In execution of a judgment granted by the above Honourable Court, on 22 March 1993, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 27 May 1994 at 11:15, of the undermentioned property of the Execution Debtor, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the above-mentioned Sheriff of the Court, prior to the sale:

Property being certain Erf 2131, Dawn Park Extension 8 Township, held under Deed of Transfer T42276/1992, measuring 832 square metres, also known as 126 Lancelot Street, Dawn Park Extension 8, Boksburg.

Description: Three bedrooms, bathroom, lounge, kitchen and brick construction under tiles.

Improvements are not guaranteed.

The material conditions of sale are:

1. The properties will be sold voetstoots without reserve.
2. The purchaser shall pay 10% (ten per centum) of the purchase price cash immediately after the sale, guarantee for balance within 14 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. All rights and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

The conditions of sale may be inspected at the Sheriff's Offices, Boksburg, and will be read out by the Sheriff prior to the sale.

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

M. Traube, for Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, 384 Trichardt Road, Boksburg, P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. K. Hall/BZ3284.)

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

In the matter between **Boksburg City Council**, Judgment Creditor, and **B. du Preez** (now Jacobs), Judgment Debtor

In execution of a judgment granted by the above Honourable Court, on 15 April 1993, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 27 May 1994 at 11:15, of the undermentioned property of the Execution Debtor, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the office of the above-mentioned Sheriff of the Court, prior to the sale:

Property being certain Erf No. 297, Reiger Park Extension 1, Township, held under Deed of Transfer T4004/1988, measuring 595 square metres, also known as 297 David Fransch Street, Reiger Park Extension 1, Randburg.

Description: Three bedrooms, bathroom, lounge, kitchen, carport, store-room and brick under zinc.

Improvements are not guaranteed.

The material conditions of sale are:

1. The properties will be sold voetstoots without reserve.
2. The purchaser shall pay 10% (ten per centum) of the purchase price cash immediately after the sale. Guarantee for balance within 14 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. All rights and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

The conditions of sale may be inspected at the Sheriff's Offices, Boksburg, and will be read out by the Sheriff prior to the sale.

Dated at Boksburg on this 18th day of March 1994.

M. Traube, for Moodie, Moodie & Van Rensburg, Attorney for Judgment Creditor, Legis Domus Building, 384 Trichardt Road, Boksburg, P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. K. Hall/BZ3778.)

Case 04075/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mendes: Antonio Simoes**, 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, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 20 May 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain:

1. A unit consisting of:

(A) Section 30, as shown and more fully described on Sectional Plan SS65/1982 in the building or buildings known as Jon Clair situated at Florida Township, Local Authority of Roodepoort, of which the floor area, according to the said sectional plan is 76 (seventy-six) square metres in extent; and

(B) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section.

Situation: Flat 301, Jon Clair, Third Avenue, Florida.*Improvements* (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, dining-room and carport.

Terms: A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per centum) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) to a maximum fee of R6 000 and a minimum of R200.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 2nd Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. GT35E/mgh/tf.)

Case 5862/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 19 May 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: Erf 129, Bellevue East Township, Registration Division IR, Transvaal.*Situation:* 162 Muller Street, Bellevue East.*Area:* 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Four bedrooms, two bathrooms, kitchen, lounge/dining-room, laundry, under iron roof, staff quarters with bathroom, brick driveway and property enclosed.

Terms: A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per centum) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) to a maximum fee of R6 000 and a minimum of R200.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 2nd Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. BR256E/mgh/tf.)

Case 32827/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jac Construction CC** (Reg. No. CK93/08329/23), Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of Sheriff, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 20 May 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: Erf 112, Groblerpark Extension 26 Township, Registration Division IQ, Transvaal.*Situation:* 430 Van der Reist Avenue, Groblerpark Extension 26.*Area:* 625 (six hundred and twenty-five) square metres.

Improvements (not guaranteed): Entrance hall, lounge, dining-room, three bedrooms, two full bathrooms, kitchen, two carports and under iron roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per centum) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 3rd day of April 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. GT006E/mgh/tf.)

Case 14527/93
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 **Erf 16/838 Lonehill X13 Limited**, First Defendant, and **Du Toit Wilhelm George**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 20 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, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton:

Portion 16 of Erf 838, Lonehill Extension 13 Township, Registration Division IR, Transvaal, measuring 520 m², held by the Defendants under Deed of Transfer T5848/1992, being Portion 16 of Erf 838, Lonehill Extension 13 Township (vacant land).

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 the 20th day of March 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z67026/Ms. Isola/Ms. Glyn/cvdm.)

Case 18710/93
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Dos Reis Gil Manuel**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 20 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, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton:

Erf 192, Benmore Gardens Extension 3 Township, Registration Division IR, Transvaal, measuring 1 194 m², held by the Defendant under Deed of Transfer T46989/1987, being 8 Anneliese Street, Benmore Gardens Extension 3.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The erf is a vacant land.

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 the 20th day of March 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z73067/Ms. Isola/Ms. Glyn/cvdm.)

Case 14684/93

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 **Cousins Patricia**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 19 May 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South at 100 Sheffield Street, Turffontein:

Erf 276, Glenanda Township, Registration Division IR, Transvaal, measuring 991 m², held by the Defendant under Deed of Transfer T1609/1992, being 56 Klipriviers Road, Glenanda.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, study, three bedrooms, two bathrooms/w.c., dressing-room, kitchen, double garage, servants' quarter and outside shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges 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 the 20th day of March 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70164/Ms. Isola/Ms. Glyn/cvdh.)

Case 23011/93

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 **Warrener Delia Fay**, First Defendant, and **Green Jennifer Marion**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston, on Thursday, 26 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, Germiston at Fourth Floor, Standard Bank Chambers, President Street, Germiston:

Erf 787, Primrose Township, Registration Division IR, Transvaal, measuring 737 m², held by the Defendants under Deed of Transfer T41772/92, being 24 Petunia Road, Primrose, Germiston.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, pantry, single garage, store-room, servants' quarters and outside toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges 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 the 22nd day of March 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75101/Ms. Erasmus/kw.)

Case 10006/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Xulu Tobias Lucky**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Boksburg, at 182 Leeupoort Street, Boksburg, on Friday, 20 May 1994 at 11:15, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Stand 16591, Vosloorus Extension 26 Township, Registration Division IR, Transvaal, measuring 328 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL28207/89, being Stand 16591, Vosloorus Extension 26, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property is a vacant stand.

Terms: 10% (ten per 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 the 22nd day of March 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70815/Ms. Erasmus/kw.)

Case 5347/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division)In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Melamumojanne William Mohaje**, First Defendant, and **Mamokwaledi Sarah Mohaje**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff for the Supreme Court, Potchefstroom at the main entrance to the Magistrate's Court, Fochville, on Friday, 20 May 1994 at 11:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Potchefstroom, 195 Kerk Street, Potchefstroom:

The right of leasehold in respect of Erf 1619, Wedela Township, Registration Division IQ, Transvaal, measuring 196 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL15236/1990, being 1619 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, building society or other acceptable guarantee to be furnished within fourteen (14) 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 a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 7th day of February 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z66013.) (Ref. Z66013/FCLS/WR/Mr Brewer/djl.)

Case 4136/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited** (Allied Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Peter, Maria Adelaide Nunes Vieira**, First Defendant, and **Peter, Michael Richard**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff for the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 26 May 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

Portion 1 of Erf 2073, Houghton Estate Township, Registration Division IR, Transvaal, measuring 2 366 m², held by the Defendants under Deed of Transfer T17574/1990, being 9 14th Avenue, Lower Houghton, Johannesburg.

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

The dwelling consists of entrance-hall, lounge, dining-room/bar, family room, three bedrooms, bathroom/w.c., kitchen, garage, workshop, store-room, bathroom/w.c. and laundry/w.c./shower/four rooms.

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

Dated at Johannesburg this 5th day of April 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z46151/Ms Isola/Ms Glyn/cvdm.)

Case 19327/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Clavidmont Investments (Pty) Limited**, First Defendant, and **Culverwell, Allan Montague**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff for the Supreme Court, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton on Friday, 20 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, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton:

Portion 37 (a portion of Portion 2) of the farm Witpoort 406, Township, Registration Division JR, Transvaal, measuring 8,6587 hectares, held by the Defendants under Deed of Transfer T22436/1973, being Stand 37 of the farm Witpoort, Blue Hills:

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 fourteen (14) 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 a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 5th day of April 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72645/Ms Isola/Ms Glyn/cvdm.)

Case 29029/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Akal Delene Veronica**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sales-room, of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort, on Friday, 20 May 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Stand 3633, Weltevredenpark Extension 29 Township, Registration Division IQ, Transvaal, measuring 650 m², held by the Defendant under Deed of Transfer T30523/1989, being 805 Snelskaats Street, Weltevredenpark.

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, w.c., garage, outside shower/ w.c. and swimming-pool.

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

Dated at Johannesburg this 22nd day of March 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78080/FCLS/Mr Brewer/djl.)

Case 13324/93

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Pretorius, Albert Johannes**, First Defendant, and **Pretorius, Catharina Elizabeth**, Second Defendant

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

Portion 1 of Erf 314, Vereeniging Township, Registration Division IQ, Transvaal, measuring 991 m², held by the Defendants under Deed of Transfer T21239/1991, being 64A Kruger Avenue, Vereeniging.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen.

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

Dated at Johannesburg this 23rd day of March 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z68980/FCLS/Mr Brewer/djl.)

Case 14053/1993

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mtshilo Canibal Zwane**, First Defendant, and **Ntombizodwa Zwane**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff for the Supreme Court, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Friday, 20 May 1994 at 12:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Erf 5188, Kanana Township, Registration Division IP, Transvaal, measuring 203 m², held by the Defendants under Registered Grant of Leasehold TL23639/1992, being 5188 Kanana, Orkney, Klerksdorp:

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, building society or other acceptable guarantee to be furnished within fourteen (14) 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 a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 22nd day of March 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z73130/FCLS/Mr Brewer/djl.)

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 **Kwapeng, Aaron Tshose**, Defendant

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

Portion 54 of Erf 5447 Ennerdale Extension 9 Township, Registration Division IQ, Transvaal, measuring 425 m², held by the Defendant under Deed of Transfer T27764/1992, being 54 Samuel Road, Ennerdale, Odin Park.

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, building society or other acceptable guarantee to be furnished within fourteen (14) 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 a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 20th day of March 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z61283/Ms Isola/Ms Glyn/cvdm.)

Case 28864/93

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 **Kambule, Norman Thema**, First Defendant, and **Kambule, Cynthia Gloria Ntombizondwa**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Court Office, Van Riebeeck Street, Westonaria, on Friday, 20 May 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Westonaria, at First Floor, Barkley Centre, Edwards Avenue, Westonaria:

Erf 1192, Lawley Extension 1 Township, Registration Division IQ, Transvaal, measuring 401 m², held by the Defendants under Deed of Transfer T45637/1989, being 1192 Sturgeon Crescent, Lawley Extension 1.

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

The dwelling consists of lounge, dining-room, three bedrooms, kitchen, bathroom and separate w.c.

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

Dated at Johannesburg this 20th day of March 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77497/Ms Isola/Ms Glyn/cvdm.)

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

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Nkosiymi Koning Make**, First Defendant, and **Naziwe Selina Make**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 18 May 1994 at 12:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Stand 4915, Kanna Extension 3 Township, Registration Division IP, Transvaal, measuring 200 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL11007/1990, being 4915 Iryanga Street, Kanana Extension 3.

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 23rd day of March 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z67697/FCLS/Mr Brewer/djl.)

Case 29028/93
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 **Cook Robert James**, First Defendant, and **Cook Elizabeth Ann**, 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, Springs, at 56 12th Street, Springs, on Friday, 20 May 1994 at 11:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Springs, at 56 12th Street, Springs:

Erf 392, Daggafontein Extension 2 Township, Registration Division IR, Transvaal, measuring 720 m², held by the Defendants under Deed of Transfer T6039/1985, being 11 Lepelaar Street, Daggafontein Extension 2, Springs.

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., kitchen, servants' room, outside shower/w.c. and swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 22nd day of March 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78165/FCLS/Mr Brewer/djl.)

Case 2853/93
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 **Ntlatleng Mahlapela Abinaar**, First Defendant, and **Ntlatleng Madlamene Cecilia**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 142 Struben Street, Pretoria on Wednesday, 18 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, Pretoria South at Edenpark, Plot 83, Lyttelton Agricultural Holding, Verwoerdburgstad:

Erf 85, Country View Township, Registration Division IR, Transvaal, measuring 758 m², held by the Defendants under Deed of Transfer T27773/91, being Stand 85 Tecoma Street, Country View.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, three bedrooms, bathroom/w.c., kitchen and storeroom.

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 12th day of April 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z64542/Ms Isola/Ms Glyn/cvdn.)

Case 18174/93
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 **Naidoo Narainmurthee**, First Defendant, and **Naidoo Holly Jacqueline**, 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 Magistrates' Courts Office, Van Riebeeck Street, Westonaria, on Friday, 20 May 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Westonaria, at First Floor, Barkley Centre, Edwards Avenue, Westonaria:

Erf 1534, Lenasia South Township, Registration Division IQ, Transvaal, measuring 600 m², held by the Defendants under Deed of Transfer T91/1985, being 1534 Azalea Street, Lenasia South.

The following information is furnished *re re* improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen and shower/w.c.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or 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 2nd day of March 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72765/FCLS/Mr Brewer/djl.)

Case 911/94
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 **Mpholo, Winston**, 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 26 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 3292, situated in the Township of Moroka, Registration Division IQ, Transvaal, being 3292 corner of Nogoza and Crutse Streets, Moroka, Soweto, Johannesburg.

Measuring: 375 (three hundred and seventy-five) square metres.

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

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

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

Dated at Johannesburg this 18th day of April 1994.

Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M758.)

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Vortsman, Phillipus Lodewicus Marthienus**, 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, Kempton Park, on 26 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain: Erf 26, situated in the Township of Chloorkop, Registration Division IR, Transvaal, being 12 Buffalo Street, Chloorkop, Kempton Park.

Measuring: 650 (six 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 iron roof, comprising kitchen, lounge/dining-room, 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 18th day of April 1994.

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/cb/V94.)

Saak 2573/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Perm** 'n afdeling van Nedcor Bank Beperk, Eksekusieskuldeiser, en **K. J. Makofane**, en **L. P. Makofane**, Eksekusieskuldenaars

Ingevolge 'n vonnis toegestaan in die Landdroshof van Middelburg, en 'n lasbrief vir eksekusie gedateer 29 Junie 1993, sal die vaste eiendom hieronder genoem, in eksekusie verkoop word op 20 Mei 1994 om 10:30, voor die dorpsraad kantore, Mhluzi, Middelburg (Transvaal).

Erf 715, geleë in die dorp Mhluzi, Middelburg, Registrasieafdeling JS, Transvaal, groot 647 (seshonderd sewe-en-veertig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL83272/90.

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 19de dag van April 1994.

D. Taljaard, vir Brandmuller-Taljaard, Joubertstraat 22, Middelburg, 1050.

Saak 1127/93

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

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **B. S. Shingange**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 27 Mei 1994 om 11:00, te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word.

Die reg titel en belang van Erf 22622, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Mamelodi-uitbreiding 4, gehou kragtens Akte van Transport van Huurpag TL1019/92.

Grootte: 300 (driehonderd) vierkante meter.

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

Losstaande baksteen en of sement woonhuis onder sinkdak bestaande uit: Sitkamer, 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 (dertig) dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by Balju vir insae.

Geteken te Pretoria-Noord hierdie 19de dag van April 1994.

C. J. van Wyk, vir Hack Stupel & Ross, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk B49/154/LA.)

Case 566/93
PH 136IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Reprich, Thomas Otto**, 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 conducted by the Sheriff, Sandton, at the sales-room of the Sheriff at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 20 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, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton:

Portion 3 of Erf 563, Bryanston Township, Registration Division IR, Transvaal, situated at 3A Mitcham Lane, Bryanston, Sandton (note that the street address allocated by the Sandton Town Council is No. 2 but the number displayed on the property is No. 3A).

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Double storey brick dwelling with a tiled roof consisting of kitchen, lounge, bedroom and bathroom. Outbuilding consisting of double garage and servants' quarters and bathroom.

Zoning: Residential.

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

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

Dated on this the 8th day of April 1994.

C. B. McEwan, Plaintiff's Attorney/s, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/6R277.)

Case 26779/93
PH 136IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Clark, Bruce Charles**, 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 conducted by the Sheriff, Sandton, at the sales-room of the Sheriff at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 20 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, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton:

Erf 985, Douglasdale Extension 66 Township, Registration Division IR, Transvaal, situated at 32 Pipers Road, Douglasdale Extension 66 (note that the street address allocated by the Sandton Town Council is No. 31 but the number displayed on the property is No. 32), measuring 1500 (one thousand five hundred) square metres, held under Deed of Transfer T41286/92.

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

Brick dwelling with a tiled roof consisting of:

Main building: Kitchen, pantry, entrance hall, lounge, family room, dining-room, study, three bedrooms and two bathrooms.

Outbuildings: Cottage consisting of lounge, kitchen, bedroom, bathroom, laundry, garage and swimming-pool.

Zoning: Residential.

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

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

Dated on this the 8th day of April 1994.

C. B. McEwan, Plaintiff's Attorney/s, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/6C442.)

Case 13417/93
PH 136IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Dos Reis Gil, Manuel**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be conducted by the Sheriff, Sandton, at the sales-room of the Sheriff at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 20 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, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton:

Holding 109, Carlswald Agricultural Holdings, Registration Division JR, Transvaal, situated at Holding 109, corner of Fourth and Seventh Roads, Carlswald, Midrand, measuring 2,1571 (two comma one five seven one) hectares, held under Deed of Transfer T80915/92.

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

Zoning: Agricultural Holdings.

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

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

Dated on this the 8th day of April 1994.

C. B. McEwan, Plaintiff's Attorney/s, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/6D305.)

Case 1718/94
PH 136IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Piyackis, Emmanuel**, First Defendant, and **Piyackis, Patricia Ann**, 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 conducted by the Sheriff, Germiston, at the offices of the Sheriff Germiston, Fourth Floor, Standard Chambers, President Street, Germiston, on Thursday, 26 May 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale at the offices of the Sheriff, Germiston, Fourth Floor, Standard Chambers, President Street, Germiston:

Erf 965, Dowerglen Extension 5 Township, Registration Division IR, Transvaal, situated at 14 Sandalwood Crescent, Dowerglen Extension 5, measuring 980 (nine hundred and eighty) square metres, held under Deed of Transfer T10433/93.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Brick dwelling with a tiled roof consisting of kitchen, entrance hall, lounge, family room, dining-room, study, four bedrooms and two bathrooms. Outbuilding consisting of double garage and servants' quarters with toilet and shower. Swimming-pool.

Zoning: Residential.

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

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

Dated on this the 8th day of April 1994.

C. B. McEwan, Plaintiff's Attorney/s, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/6P313.)

Case 15499/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division)In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Lucas Richmond Ntuli**, First Defendant, and **Nompomelelo Mabel Ntuli**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff Benoni, at the Sheriff's Office, 49 Kempston Avenue, Benoni, on 19 May 1994 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff Benoni, 49 Kempston Avenue, Benoni, of the following property owned by Defendants:

Erf 233, Mackenzie Park Township, Registration Division IR, Transvaal, measuring 994 (nine hundred and ninety-four) square metres, held by the Defendants under Deed of Transfer T29536/1991, this property is situated at 32 Heron Street, Mackenzie Park, Benoni, Transvaal.

The property is improved as follows: Lounge, family-room, dining-room, kitchen, three bedrooms, bathroom/toilet, shower/toilet, garage and laundry/toilet. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank, 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 12th day of April 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

Case 6852/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Karel Johannes Vahrmeijer**, First Defendant, and **Cathrina Johanna Vahrmeijer**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff Pretoria East, at the offices of the Sheriff Pretoria East, on 18 May 1994 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff Pretoria East, 142 Struben Street, Pretoria, and which will be read by him at the time of the sale, of the following property owned by Defendants:

Erf 540, Silverton Township, Registration Division JR, Transvaal, measuring 2 529 (two thousand five hundred and twenty-nine) square metres, held by the Defendants under Deed of Transfer T51623/1990, this property is situated at 422 President Street, Silverton, Pretoria.

The property is improved as follows: Entrance-hall, lounge, dining-room, family room, study, four bedrooms, two bathrooms/toilet, kitchen, two garages and carport. 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, 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 21st day of April 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/eg.)

Case 561/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The South African Reserve Bank**, Plaintiff, and **Ferdinand Adam Mononyane**, First Defendant, and **Henricah Manamane Mononyane**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff Pretoria North West, at the Sheriff's Office, 603 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on 19 May 1994 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff Pretoria North West, Room 202, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, and which will be read by him at the time of the sale, of the following property owned by Defendants:

Erf 1687, Atteridgeville Township, Registration Division JR, Transvaal, measuring 298 (two hundred and ninety-eight) square metres, held by the Defendants under Deed of Transfer T5726/1992, this property is situated at 61 Molope Street, Atteridgeville, Pretoria, Transvaal.

The property is improved as follows: Lounge/dining-room, three bedrooms, bathroom/toilet, kitchen, garage and 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, 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 21st day of April 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

Saak 1783/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Stadsraad van Benoni**, Eksekusieskuldeiser, en **Gosling Properties (Edms.) Beperk**, Eksekusie-skuldenaar

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 7 September 1993 en 'n lasbrief vir eksekusie gedateer 28 September 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof Benoni, voor die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 1 Junie 1994 om 11:00:

Erf 80, Apex-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 4 361 vierkante meter, gehou kragtens Akte van Transport T35148/1990, geleë te Apexweg 41, Apex, Benoni.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie: 'n Leë erf.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju vir die Landdroshof Benoni, Arcadiagebou, Princesslaan 84, Benoni.

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

3. Koopprijs is soos volg betaalbaar:

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

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

Gedateer te Benoni hierdie 20ste dag van April 1994.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Eerste Verdieping, Marilestgebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. mnr. De Heus/mev. Maartens CC2154.)

Saak 13653/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Stadsraad van Benoni**, Eksekusieskuldeiser, en **P. D. A. Crane**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 9 Februarie 1994 en 'n lasbrief vir eksekusie gedateer 23 Februarie 1994, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju, Landdroshof, Benoni, voor die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 1 Junie 1994 om 11:00:

Erf 594, Crystal Park-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 063 (eenduisend en drie-en-sestig) vierkante meter, gehou kragtens Akte van Transport T44401/88, beter bekend as Eloffstraat 5, Crystal Park, Benoni.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie:

'n Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis en twee badkamers.

Buitegeboue bestaan uit enkelmotorhuis.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju vir die Landdroshof, Benoni, Arcadiagebou, Princesslaan 84, Benoni.

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

3. Koopprijs is soos volg betaalbaar:

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

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

Gedateer te Benoni hierdie 18de dag van April 1994.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Eerste Verdieping, Marilestgebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. Mnr. De Heus/Mev. Maartens CC2617.)

Saak 13903/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

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

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 13 Januarie 1994 en 'n lasbrief vir eksekusie gedateer 26 Januarie 1994, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju, Landdroshof, Benoni, voor die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 1 Junie 1994 om 11:00:

Erf 1831, Crystal Park-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 875 (agthonderd vyf-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T46873/92, beter bekend as Owlstraat 6, Crystal Park, Benoni.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie:

'n Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis en twee badkamers met stort.

Buitegeboue bestaan uit enkelmotorhuis.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju vir die Landdroshof, Benoni, Arcadiagebou, Princesslaan 84, Benoni.

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

3. Koopprijs is soos volg betaalbaar:

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

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

Gedateer te Benoni hierdie 18de dag van April 1994.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Eerste Verdieping, Marilestgebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. Mnr. De Heus/Mev. Maartens CC2583.)

Saak 14265/93**IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI**

In die saak tussen **Stadsraad van Benoni**, Eksekusieskuldeiser, en **Calenberg Investments (Edms.) Bpk.**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 10 Januarie 1994 en 'n lasbrief vir eksekusie gedateer 26 Januarie 1994, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju, Landdroshof, Benoni, voor die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 1 Junie 1994 om 11:00:

Hoewe 23, Fairleads-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 1,6547 (een komma ses vyf vier sewe) hektaar, gehou kragtens Akte van Transport T66516/88.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie:

'n Onvoltooide baksteen konstruksie.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju vir die Landdroshof, Benoni, Arcadia-gebou, Princeslaan 84, Benoni.

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

3. Koopprijs is soos volg betaalbaar:

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

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

Gedateer te Benoni hierdie 18de dag van April 1994.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Eerste Verdieping, Marilest-gebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. Mnr. De Heus/Mev. Maartens CC2590.)

Saak 9710/92**IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI**

In die saak tussen **Saambou Bank Bepersk**, Eksekusieskuldeiser, en **Stephen Masombuka**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 24 September 1992 en 'n lasbrief vir eksekusie gedateer 29 September 1992, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju, Landdroshof, Benoni, by die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 25 Mei 1994 om 11:00:

Die reg, titel en belang in Huurpag van Erf 5644, Etwatwa-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 518 (vyfhonderd en agtien) vierkante meter, gehou kragtens Akte van Transport TL27320/92, geleë te Erf 5644, Etwatwa-uitbreiding 3.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie:

'n Enkelverdiepingwoonhuis bestaande uit sit/eetkamer, twee slaapkamers, badkamer en kombuis.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju vir die Landdroshof, Princeslaan 84, Benoni.

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

3. Koopprijs is soos volg betaalbaar:

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

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

Gedateer te Benoni hierdie 20ste dag van April 1994.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Eerste Verdieping, Marilest-gebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. [Tel. (011) 422-2435.] (Verw. Mnr. De Heus/Mev. O'Neill.)

Saak 8519/92**IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI BEHOU TE BENONI**

In die saak tussen **Saambou Bank Bepersk**, Eksekusieskuldeiser, en **Chochoba Jacob Mtswene**, Eerste Eksekusieskuldenaar, en **Sussanah Lettie Masombuka**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 29 Oktober 1992 en 'n lasbrief vir eksekusie gedateer 3 November 1992, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, by die Landdroshofkantoor, Harpurlaan, Benoni, op Woensdag, 25 Mei 1994 om 11:00:

Die reg, titel en belang in huurpag van Erf 30356, Daveyton-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 200 (tweehonderd) vierkante meter, gehou kragtens Akte van Transport TL19858/90, geleë te Erf 30356, Daveyton.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie:

'n Enkelverdiepingwoonhuis bestaande uit sitkamer, drie slaapkamers, badkamer en aparte toilet en kombuis.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Landdroshof, Princeslaan 84, Benoni.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.

3. Koopprijs is soos volg betaalbaar:

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

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

Gedateer te Benoni op hierdie 19de dag van April 1994.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. Mnr. De Heus/Mev. O'Neill.)

Saak 5250/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Bontsi Elias Mabona**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 3 Februarie 1994 en 'n lasbrief vir eksekusie gedateer 11 Februarie 1994, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, by die Landdroshofkantoor, Harpurlaan, Benoni, op Woensdag, 25 Mei 1994 om 11:00:

Die reg, titel en belang in huurpag van Erf 5919, Etwatwa-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 273 (tweehonderd drie-en-sewentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL11988/92, geleë te Erf 5919, Etwatwa-uitbreiding 3.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie:

'n Enkelverdiepingwoonhuis bestaande uit sitkamer, drie slaapkamers, badkamer en kombuis.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Landdroshof, Princeslaan 84, Benoni.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.

3. Koopprijs is soos volg betaalbaar:

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

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

Gedateer te Benoni op hierdie 19de dag van April 1994.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. Mnr. De Heus/Mev. O'Neill.)

Saak 484/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Benson Bleri Mbewe**, Eerste Eksekusieskuldenaar, en **Sibongile Ethel Mbewe**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 17 Februarie 1994 en 'n lasbrief vir eksekusie gedateer 25 Februarie 1994, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju by die kantore van die Balju, te Prince Georgelaan 439, Brakpan, op Vrydag, 27 Mei 1994 om 11:00:

Die reg, titel en belang in huurpag van Erf 18308, Tsakane-uitbreiding 8-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 322 (driehonderd twee-en-twintig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL6510/90, geleë te Erf 18308, Tsakane-uitbreiding 8.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie:

'n Enkelverdiepingwoonhuis bestaande uit sitkamer, twee slaapkamers, badkamer met toilet en kombuis.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju, Prince Georgelaan 439, Brakpan.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.

3. Koopprys is soos volg betaalbaar:

3.1 Deposito van 10% (tien persent) van die koopprys is betaalbaar onmiddellik na die verkoping.

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

Gedateer te Benoni op hierdie 18de dag van April 1994.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. Mnr. De Heus/Mev. O'Neill.)

Saak 10068/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI BEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Philemon Mahlalela Mazibuko**, Eerste Eksekusieskuldenaar, en **Poppy Emelina Mazibuko**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 9 September 1993 en 'n lasbrief vir eksekusie gedateer 21 September 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju by die kantoor van die Balju, te Prince Georgelaan 439, Brakpan, op Vrydag, 27 Mei 1994 om 11:00:

Die reg, titel en belang in huurpag van Erf 18744, Tsakane-uitbreiding 8-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 280 (tweehonderd en tagtig) vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Huurpag TL52222/89, geleë te Erf 18744, Tsakane-uitbreiding 8.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie:

'n Enkelverdiepingwoonhuis bestaande uit sitkamer, twee slaapkamers, badkamer en kombuis.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju, Prince Georgelaan 439, Brakpan.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepaling van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.

3. Koopprys is soos volg betaalbaar:

3.1 Deposito van 10% (tien persent) van die koopprys is betaalbaar onmiddellik na die verkoping.

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

Gedateer te Benoni op hierdie 18de dag van April 1994.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. Mnr. De Heus/Mev. O'Neill.)

Case 13077/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **John Sidney Petersen**, First Defendant,

and **Rosaline Marilyn Petersen**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve, will be held at the offices of the Acting Sheriff of the Supreme Court Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, on 2 June 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer, at the time of the sale and which conditions will lie for inspection at the offices of the Acting Sheriff of the Supreme Court at the above address prior to the sale:

Certain Erf 1580, Riverlea Extension 2 Township, Transvaal, Registration Division IQ, situated at 2 Clivia Close, Riverlea Extension 2, Johannesburg.

Measuring: 306 square metres.

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

1. A single storey detached dwelling house of brick and plaster consisting of: Lounge, three bedrooms, kitchen, bathrooms and toilet.

2. Detached outbuildings consisting of: Carport.

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 date of sale.

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

Dated at Johannesburg on this the 21st day of April 1994.

J. Theiss, for Smith De Wet & Partners, 13th Floor, Schreiner Chambers, 94 Pritchard Street, P.O. Box 208; Johannesburg. (Tel. 337-6120.)

Case 114813/92

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited, Plaintiff, and **Mthimkhulu Patrick Radebe**, First Defendant, and **Sibongile Constance Radebe**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg and writ of execution dated 9 September 1993, the property listed hereunder will be sold in execution on Friday, 20 May 1994 at 10:00, in front of the Johannesburg Magistrate's Court, Fox Street entrance, Johannesburg.

Certain:

The right, title and interest in the leasehold in respect of Site 16081, Diepkloof Township, Registration Division IQ, Transvaal, Registration Division IQ, Transvaal, measuring 383 (three hundred and eighty-three) square metres, held under Certificate of Registered Grant of Leasehold TL8810/1990.

The following improvements are reported to be on the property, but nothing is guaranteed: A single-storey residential building with brick walls and plastered and tiled roof. Consisting of a lounge, kitchen, two bedrooms, bathroom, and w.c. The boundary is fenced.

Terms:

1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 19,25% per annum, payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) of the purchase price of the property sold up to R20 000 and 3% (three per cent) on the balance of the purchase price subject to a maximum of R6 000 with a minimum of R200 plus VAT on the proceeds of the sale.

Conditions of sale:

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

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N77715.)

Case 29240/93
PH 128IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Felicia Heights CC** (No. CK92/24668/23), Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 9 Elna Randhof, corner of Blairgowrie Drive and Selkirk Avenue, Blairgowrie, Randburg, on Tuesday, 24 May 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Randburg, prior to the sale:

Unit consisting of Section 3 in the building/s known as Felicia Heights as shown on Sectional Plan SS70/93, together with an undivided share in the common property being Flat 3, Felicia Heights, Lords Avenue, Windsor, area of the said section 96 square metres.

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

Unit consisting of entrance hall, lounge, dining-room, two bedrooms, bathroom and separate toilet, kitchen and carport.

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

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

Dated at Johannesburg on this the 13th day of April 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 501415.)

Case 19791/93
PH 175IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Proprietary) Limited**, Plaintiff, and **Forsyth, Andrew Gedling**, First Defendant, and **Forsyth, Jennifer**, Second Defendant

In the execution of the judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without a reserve price will be held at Unit 2, Northview, 45 Richards Drive, on 25 May 1994 at 14:30, on the conditions read out by the auctioneer at the office of the Sheriff, Unit 2, Northview, 45 Richards Drive, Halfway House, prior to the sale, of the undermentioned property situated at:

75B Modderfontein Road, President Park, Midrand, being Remaining Extent of Holding 75, President Park Agricultural Holdings Township, Registration Division IR, Transvaal, measuring 8 566 (eight thousand five hundred and sixty-six) square metres, held by Deed of Transfer T66560/1989, which is zoned as residential and consists of a dwelling, entrance hall, lounge, dining-room, family room, kitchen, scullery, four bedrooms, two bathrooms, toilet and garage (not guaranteed).

2. Terms

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

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

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand);

2.2.2 Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 14th 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 04294/94
PH 135**

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

In the matter between **Eskom Finance Company (Proprietary) Limited**, Plaintiff, and **Maluleka, Daniel**, 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, 131 Marshall Street, on 26 May 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale, of the undermentioned property situated at:

Erf 1735, Protea Glen Extension 1 Township, Registration Division IQ, Transvaal, measuring 286 (two hundred and eighty-six) square metres, held by Certificate of Registered Grant of Leasehold TL6385/1992, which is zoned as residential and consists of a dwelling, three bedrooms, lounge, kitchen, bathroom and w.c. (not guaranteed).

A copy of the conditions of sale will lie for inspection at the Sheriff for Soweto West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg.

2. Terms

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

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

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand).

2.2.2 Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 14th 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 25657/92
PH 354**

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

In the matter between **First National Bank Limited**, Plaintiff, and **Viljoen Anna-Marie**, 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 in front of the Magistrate's Court, Van Riebeeck Street, Westonaria, on Friday, 13 May 1994 at 10:00, of the undermentioned property of the Defendant, to the highest bidder, on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff of the Supreme Court, Westonaria, prior to the sale:

Certain Holding 288, West Rand Agricultural Holdings, Registration Division IQ, Transvaal, measuring 2,0284 (two comma nought two eight four) hectares. The property is situated at Holding 288, Fifth Street, West Rand Agricultural Holdings and is zoned residential.

The following improvements are reported to be on the property, but nothing is guaranteed; Plastered brick with iron roof consisting of lounge, dining-room, television room, large kitchen, toilet and bathroom. *Outbuildings:* A dwelling under tiles consisting of three bedrooms, dining-room, lounge, kitchen, bathroom and pre-cast fencing.

The purchase price as to 10% (ten per centum) shall be payable in cash on the day of the sale and as to the balance together with interest thereon, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 14 (fourteen) days of the date of sale.

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

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

Dangors, Execution Creditor's Attorneys, First Floor, Rassbro Centre, 77 Gemsbok Street, Lenasia, Johannesburg; Box 127, Lenasia, 1820. (Tel. 854-1326.) (Ref. 8146/MEDjs.)

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Mnr. J. M. Buys**, Eiser, en **Mnr. M. van Jaarsveld**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof, en 'n lasbrief vir eksekusie gedateer 6 Desember 1993, sal die volgende onroerende eiendom, wat uitwinbaar verklaar is, in eksekusie verkoop word op 20 Mei 1994 om 10:00, by die Balju van die Landdroshof, Beaconsfieldlaan 41A, Vereeniging.

Sekere Erf 882, Drie Riviere-uitbreiding 1, Vereeniging, Registrasieafdeling IQ, groot 1 348 (eenduisend driehonderd agt-en-veertig) vierkante meter.

Verkoopvoorwaardes:

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

2. Die koopprijs sal betaalbaar wees soos volg:

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

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

3. Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof te Beaconsfieldlaan 41A, Vereeniging, en by die Eiser se prokureur en sal deur die afslaer voor die verkoping uitgelees word.

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

Geteken te Vereeniging hierdie 7de dag van April 1994.

P. C. B. Luyt, vir De Klerk, Vermaak & Vennote, Overvaalgebou, Krugerlaan, Vereeniging, 1930. (Verw. Mr Vivier/MZ/V306/C06271.)

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **L. du Toit**, Verweerder

Ingevolge vonnis van die Landdroshof van Meyerton, en lasbrief vir eksekusie gedateer 21 Maart 1994, sal die ondervermelde eiendom op 19 Mei 1994 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word.

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

Sekere Gedeelte 3, Erf 164, Riversdale (Hoofweg 248, Riversdale), Registrasieafdeling IR, Transvaal, groot 8 565 (agt vyf ses vyf) vierkante meter.

Voorwaardes:

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

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

3. Die volle verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Lochstraat 51, Meyerton, en sal deur hom uitgelees word by aanvang van verkoping.

4. Die volgende informasie word verstrek aangaande die verbeterings, maar niks word gewaarborg nie: Famiekamer, sitkamer, drie slaapkamers, kombuis, badkamer, dubbelmotorhuis en werkskamer.

Aldus gedoen en geteken te Meyerton op hede die 21ste dag van Maart 1994.

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

Case 432/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Bingo Jeffrey Vuma**, Defendant

A sale in execution will be held on Thursday, 19 May 1994 at 10:00, by the Sheriff for the Supreme Court, Pretoria North West, at 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

Erf 6885, situated in the Township of Atteridgeville, Registration Division JR, Transvaal, in extent 368 (three hundred and sixty-eight) square metres, known as 70 Semanya Street, Atteridgeville, Pretoria.

Particulars are not guaranteed: Dwelling: Lounge, two bedrooms, bathroom and toilet.

Inspect conditions at Sheriff for the Supreme Court, Pretoria North West, 203 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-392398/JAA/M. Oliphant.)

Case 31346/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Msiza Richard**, First Defendant, and **Msiza Nomgqibelo Evelyn**, 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 Sheriff's Offices at 8 Park Street, Kempton Park, on 26 May 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the Sheriff's Offices at 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 330, Inxiweni Township, Tembisa, Registration Division IR, Transvaal, measuring 271 (two hundred and seventy-one) square metres, situated at Erf 330, Inxiweni Township, Tembisa.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of dining-room, kitchen, three bedrooms, bathroom and toilet. *Outbuildings*: Single garage and two rooms.

The property is zoned Residential.

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 21st day of April 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. M18328/PC.)

Case 13863/93

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

In the matter between **First National Bank of S.A. Ltd** (Reg. No. 05/01225/06), Plaintiff, and **Jakob Steenkamp**, First Defendant, and **Margret Steenkamp**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 7 March 1994, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 27 May 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 151, Delmore Park Extension 2 Township, situated on 14 Stumpnose Avenue, Delmore Park Extension 2, in the Township of Delmore Park Extension 2, District of Boksburg, measuring 299 (two hundred and ninety-nine) square metres.

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

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

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

Dated at Boksburg on this the 19th day of April 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. B1058F/Mrs Teixeira.)

Case 8508/93

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

In the matter between **First National Bank of S.A. Ltd** (Reg. No. 05/01225/06), Plaintiff, and **Bantu Bati Silekwa**, First Defendant, and **Funeka Cynthia Silekwa**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 22 November 1993 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 27 May 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 243, Delmore Park Extension 2 Township, situated on 12 Du Preez Street, Delmore Park Extension 2, in the Township of Delmore Park Extension 2, District of Boksburg, measuring 368 (three hundred and sixty-eight) 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, two bedrooms, bathroom and w.c.

The conditions of sale:

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

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

Dated at Boksburg on this the 19th day of April 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. B1014/Mrs Teixeira.)

Saak 6555/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Bepark**, Eiser, en **Willem Johannes Volschenk**, Eerste Verweerder, en **Bianahina Volschenk**, Tweede Verweerder

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 24 Mei 1994 om 10:00, by die kantore van die Balju, Pretoria-Noordoos, Sinodale-sentrum, Visagiestraat 234, Pretoria, ter voldoening aan die vonnis wat die Eiser in bogemelde aangeleentheid verkry het teen die Verweerder op 27 April 1993, welke verkoping in eksekusie onderhewig sal wees aan die voorwaardes wat ter insae lê by die Balju, Pretoria-Noordoos, Pretoriusstraat 1219, Hatfield, Pretoria:

Sesde Straat 65, Jan Niemandpark, met aktesbeskrywing:

Gedeelte 1 van Erf 237, in die dorp Jan Niemandpark, Registrasieafdeling JR, Transvaal, groot 744 (sewe vier vier) vierkante meter, gehou kragtens Transportakte T77278/91 en verbind ten gunste van die Eiser onder Verbandakte B89755/91.

Die eiendom bestaan uit sitkamer, eetkamer, drie slaapkamers, badkamer en kombuis.

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

Die verkoopprys sal soos volg wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant op die datum van die verkoping betaalbaar aan die Balju en die balans op datum van registrasie van die transport verseker te word deur 'n waarborg van die bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 30 dae na die datum van die verkoping verstrek te word. Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir die betaling van rente aan die Eiser teen 21,5% (twee-en-twintig komma vyf persent) per jaar en aan die verbandhouer teen 21,5% (twee-en-twintig komma vyf persent) per jaar op die onderskeie bedrae van die toekenning aan die Eiser en die verbandhouer in die distribusieplan, vanaf die verloop van een maand na die verkoping tot datum van transport.

Die verkoopvoorwaardes sal beskikbaar wees vir insae te die Balju, Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria.

Geteken te Pretoria op hede die 15de dag van April 1994.

Wilsenach, Van Wyk, Goosen & Bekker Ing., Prokureurs vir Eiser, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.) (Verw. W. J. Lubbe/M. Swanepoel/61/440/4.

Saak 1297/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Bepark**, Eiser, en **Thomas Mobe Maruping**, Eerste Verweerder, en **Angeline Maruping**, Tweede Verweerder

Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom in eksekusie verkoop op 1 Junie 1994 om 10:00 deur die Balju by sy kantoor te Klaburnhof, Ockersestraat 22B, Krugersdorp, nl.:

Eiendom: Alle reg, titel en belang in die huurpag ten aansien van Erf 9647, Kagiso-dorpsgebied.

Ligging: 9647 Kagiso, Krugersdorp.

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

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

Saak 1634/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk**, Eiser, en **Mdyobo Christina Kgolane**, Verweerder

Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom in eksekusie verkoop op 1 Junie 1994 om 10:00 deur die Balju by sy kantoor te Klaburnhof, Ockersestraat 22B, Krugersdorp, nl.:

Eiendom: Alle reg, titel en belang in die huurpag ten aansien van Erf 14050, Kagiso-uitbreiding 10-dorpsgebied.

Ligging: August Ntsoanestraat 14050, Kagiso-uitbreiding 10.

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

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

Saak 1765/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Jacobus Oosthuizen**, Verweerder

Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom in eksekusie verkoop op 1 Junie 1994 om 10:00 deur die Balju by sy kantoor te Klaburnhof, Ockersestraat 22B, Krugersdorp, nl.:

Eiendom: Resterende Gedeelte van Gedeelte 67 (gedeelte van Gedeelte 42) van die plaas Zandspruit 191, distrik Krugersdorp.

Ligging: Resterende Gedeelte van Gedeelte 67 (gedeelte van Gedeelte 42) van die plaas Zandspruit 191, distrik Krugersdorp.

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

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

Case 3008/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Peter John Hagan**, Defendant

A sale in execution of the undermentioned property is to be held at the Sheriff of the Supreme Court, Springs, 56 12th Street, Springs, on Friday, the 27th day of May 1994 at 11h00:

Full conditions of sale can be inspected at the Sheriff, Spings, at the above address.

No warranties are given with regard to improvements.

Property: Erf 419, Selection Park Township, Registration Division IR, Transvaal (26 Davis Drive, Selection Park, Springs).

Improvements: Single storey, 4 bedrooms, 1 kitchen, 1 lounge, 1,5 bathrooms, 1 dining-room, 3 garages.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref. Mr H. Abro/LVDM/GT 1217.)

Case 2511/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sarel Gerhardus Nienaber**, Defendant

A sale in execution of the undermentioned property is to be held at Erf 116, Secunda, known as 36 Langenhoven Street, Secunda, on Wednesday, 18 May 1994 at 14:00:

Full conditions of sale can be inspected at the Sheriff, Evander, Lastinda Centre, Lisbon Street, Evander, and will be read out prior to the sale.

No warranties are given with regard to improvements.

Property: Erf 116, Secunda Township, Registration Division IS, Transvaal (36 Langenhoven Street, Secunda).

Improvements: Single storey, 3 bedrooms, 1 kitchen, 1 lounge, 1,5 bathrooms, 1 dining-room, 1 garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr H. Abro/LVDM/GT1236.)

Case 2423/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mangere Welcome Lebeloane**, Defendant

A sale in execution of the undermentioned property is to be held at the Magistrate's Court, Church Street, Kriel, on 27 May 1994 at 09:00:

Full conditions of sale can be inspected at the Sheriff, Kriel, 69 Church Street, Nigel.

No warranties are given with regard to improvements.

Property: All right, title and interest in the leasehold in respect of Erf 8425, Duduza Township, Registration Division IR, Transvaal.

Improvements: Single storey, 3 bedrooms, 1 kitchen, 1 lounge, 1 bathroom, 1 dining-room, 1 garage.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr H. Abro/LVDM/GT1225.)

Case 2896/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Aderiaan Jacobus de Lange** Defendant

A sale in execution of the undermentioned property is to be held at Sinodale Centre, 234 Visagie Street, Pretoria, on 24 May 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Pretoria Central, at the above address.

No warranties are given with regard to improvements.

Property: Section 65, Newport, as described on Sectional Plan SS265/84, known as Flat 505, Newport, Scheiding Street, Pretoria, measuring 35 (thirty-five) square metres, and an undivided share in the common property.

Improvements: Sixth Floor, bachelor flat, 1 kitchen, 1.5 bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr H. Abro/LVDM/GT1247.)

Case 2507/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Peter Welbeloved Petros**, First Defendant, and **Elizabeth Maggie Petros**, Second Defendant

A sale in execution of the undermentioned property is to be held at Magistrate's Court, Delville Street, Witbank, on 27 May 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Witbank, 3 Rhodes Street, Witbank.

No warranties are given with regard to improvements.

Property: All right, title and interest in the leasehold in respect of Erf 860, situated in the Township Phola, Registration Division IS, Transvaal.

Improvements: Single storey, 3 bedrooms, 1 kitchen, 1 lounge, 1 bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr H. Abro/LVDM/GT1244.)

Case 2901/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Leon Erasmus**, First Defendant, and **Selma Erasmus**, Second Defendant

A sale in execution of the undermentioned property is to be held at 23 Dixon Street, Reyno Ridge Extension 16, on 27 May 1994, at 09:00:

Full conditions of sale can be inspected at the Sheriff, Witbank, 3 Rhodes Street, Witbank.

No warranties are given with regard to improvements.

Property: Portion 4 of Erf 1508, Reyno Ridge Extension 16 Township, Registration Division JS, Transvaal (known as 23 Dixon Street, Reyno Ridge).

Improvements: Single storey, 1 bedroom, 1 kitchen, 1 lounge, 1 family room, 1 bathroom, 1 dining-room, 1 study, 1 carport, 1 garage, a swimming-pool.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. Mr H. Abro/LVDM/GT1257.)

IN DIE LANDDROSHOF VIR DIE DISTRIK VOLKSRUST GEHOU TE VOLKSRUST

In die saak tussen **Stadsraad van Volksrust**, Eiser, en **H. J. Venter**, Verweerder

In ten uitvoerlegging van 'n vonnis in bogemelde Agbare Hof, en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op 26 Mei 1994 om 11:00, voor die Landdroskantoor, Volksrust, aan die hoogste bieder:

Resterende Gedeelte van Erf 618, Volksrust, geleë te Maarschalkstraat 25, Volksrust.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie: Woonhuis en buitegeboue.

Terme: Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, en verstrek te word aan die Balju van die Landdroshof, p.a. Landdroskantoor, Volksrust, binne 21 dae vanaf datum van verkoping en soos meer volledig blyk uit die voorwaardes van die verkoping wat nagegaan kan word ten kantore van die Balju van die Landdroshof, p.a. Landdroskantoor Volksrust.

Van die belangrikste verkoopvoorwaardes is die volgende:

1. Die koper moet op aanvraag aan die Eiser rente betaal op die uitstaande bedrag teen 14% (veertien persent) per jaar bereken vanaf die datum van die verkoping tot die datum van registrasie van transport, beide dae ingesluit.

2. Die eiendom word voetstoots verkoop.

Geteken te Volksrust op 28 Maart 1994.

Charl F. Liebenberg, Die Meent, Joubertstraat 53, Posbus 678, Volksrust, 2470. (Verw. Liebenberg 2425.)

KAAP • CAPE

Case 30924/93

THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

In the matter between **ABSA Bank Limited**, Plaintiff, and **D. Cupido**, First Defendant

In pursuance of a judgment in the Court of the Magistrate of Bellville dated 13 January 1994, the following will be sold in execution on 13 May 1994 at 12:30, at 30 Mimosa Crescent, Belhar, to the highest bidder:

Erf 32380 (portion of Erf 26947), Bellville, 241 (two hundred and forty-one) square metres, held by Deed of Transfer T36659/1993, situated at 30 Mimosa Crescent, Belhar.

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 15,25% (fifteen comma two five per cent) per annum, calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Bellville.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 7561/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Michael C. Brooks**, Execution Debtor

In execution of the judgment of the Magistrate's Court of Mitchells Plain in the above matter, a sale will be held on Wednesday, 1 June 1994 at 10:00, in front of the Wynberg Magistrate's Court-house:

Erf 16129, Mitchells Plain, in the Municipality of Cape Town, Cape Division, situated at 3 Miami Close Portlands, Mitchells Plain, and consisting of a brick residence under tiled roof consisting of two bedrooms, lounge, kitchen, bathroom and toilet with a single garage on the premises, measuring two hundred and eight (208) square metres, held by Title Deed T50900/87.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Messenger of the Court, Wynberg.

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

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z25410.)

Case 2411/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **NBS Bank Ltd**, Plaintiff, and **Doreen Maria Elizabeth Williams**, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court granted on 15 March 1994, the undermentioned property will be sold in execution at the premises on Wednesday, 25 May 1994 at 11:45:

Erf 2445, Gaylee, in the Local Area of Blue Downs, Division of Stellenbosch, measuring 348 (three four eight) square metres and comprising three bedrooms, lounge, kitchen, bathroom and toilet, and known as 74 Albert Philander Street, Dennermere.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow on this the 11th day of May 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 6556/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **NBS Bank Ltd**, Plaintiff, and **William Phillip Phillips**, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court granted on 13 July 1992, the undermentioned property will be sold in execution at the premises on Wednesday, 25 May 1994 at 11:15:

Erf 989, Gaylee, in the Melton Rose Local Area, Division of Stellenbosch, measuring 265 (two six five) square metres and comprising dining-room/lounge, three bedrooms, bathroom, toilet and kitchen, and known as 19 Tantallon Court, Dennermere, Blackheath.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank-guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow on this the 11th day of May 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 14905/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Ltd**, Plaintiff, and **Leah Manda**, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 18 February 1994, the undermentioned property will be sold in execution at the premises on Wednesday, 25 May 1994 at 12:15:

Erf 2169, Gaylee, in the Melton Roase Local Area, Division of Stellenbosch, measuring 241 (two four one) square metres and comprising three bedrooms, toilet, bathroom, sitting- and dining-room and kitchen, and known as 34 Zeepard Road, Dennermere.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.
2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.
3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow on this the 11th day of May 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 2408/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Ltd**, Plaintiff, and **Basil Edmund Taylor**, First Defendant, and **Hermine Regina Taylor**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 14 March 1994, the undermentioned property will be sold in execution at the premises on Tuesday, 24 May 1994 at 10:00:

Erf 5856, Blue Downs, in the Local Area of Blue Downs, Administrative District of the Cape, measuring 278 (two seven eight) square metres and comprising a brick building with tiled roof, two bedrooms, bathroom, toilet, lounge and kitchen and known as 19 Lynette Close, Brentwood Park, Blue Downs.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.
2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.
3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the office of Plaintiff's attorneys as reflected hereunder.

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

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 1077/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Ltd**, Plaintiff, and **Bevin Bruce Achates Kerspuy**, First Defendant, and **Margaret Kerspuy**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court granted on 18 February 1994, the undermentioned property will be sold in execution at the premises on Wednesday, 25 May 1994 at 10:30:

Erf 2252, Eerste River, in the Local Area of Blue Downs, Administrative District of Stellenbosch, measuring 371 (three seven one) square metres and comprising a building with two bedrooms, kitchen, lounge, bathroom and toilet and known as 5 Arniston Crescent, Eerste River.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.
2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.
3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the office of Plaintiff's attorneys as reflected hereunder.

Dated at Parow on this the 11th day of May 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited** (previously Natal Building Society Ltd) (Reg. No. 87/01384/06), Plaintiff, and
S. O. Rhode, First Defendant, and **Z. A. Rhode**, Second Defendant

On 23 May 1994 at 09:00, a public auction sale will be held in front of the Magistrate's Court, Kuils River, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell to the highest bidder all the right title and interest in and to:

Erf 5347, Eerste River, in the Area of Melton Rose Local Area, Division Stellenbosch (commonly known as 3 Nitida Street, Eerste River), together with all erections or structures thereon held under Deed of Transfer T34533/89, measuring 301 (three hundred and one) square metres.

Improvements (which are not warranted to be correct and not guaranteed):

Detached single-storey residence built of cement blocks with tiled roof consisting of three bedrooms, lounge, bathroom, kitchen, toilet and fitted carpets.

The material conditions of sale are:

1. Voetstoots and without reserve;
2. deposit of 10% cash;
3. possession and occupation on payment of deposit and costs;
4. further conditions available for inspection at Sheriff's for the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville.

A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 18th day of April 1994.

D. A. Loney, for Heyns & Partners Inc., Fifth Floor, 45-on-Castle, 45 Castle Street, Cape Town. (Tel. 240301.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, United Bank, Plaintiff, and **Jack Gordon Stock** and **Lureina Johanna Stock**,
Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder at the Magistrate's Court, Kuils River, on Tuesday, 24 May 1994 at 09:00:

Erf 2192, Kraaifontein, in the Municipality of Kraaifontein, Division Paarl, in extent 496 square metres, also known as 14 Bloem Street, Kraaifontein.

Conditions:

1. Die following information is furnished, but not guaranteed:

Dwelling under asbestos roof with lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, pantry and double garage.

2. *Payment:* Ten percent (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

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

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Saak 20710/91

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAP GEHOU TE KAAPSTAD

In die saak tussen **Boland Bank Beperk**, Eiser, en **A. W. Stewart**, Verweerder

Geliewe kennis te neem dat die onderstaande eiendom op 18 Mei 1994 om 12:00, by die eiendom te die perseel, te koop aangebied word:

Erf: 4996, Bettiesbaai, in die munisipaliteit Bettiesbaai, afdeling Caledon.

Groot: 725 vierkante meter.

Gehou: Kragtens Transportakte T20123/85.

'n Deposito van 10% (tien persent) van die koopsom is in kontant by die veiling betaalbaar en die res teen registrasie van transport van die eiendom.

Die volledige veilingsvoorwaardes lê ter insae by die Adjunk-balju van Caledon, en by Van der Spuy & Vennote, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. Volledige aanwysings van hoe om by die terrein waar die verkoping gehou word op die dag van die veiling te kom, is beskikbaar by die Adjunk-balju, telefoonnommer 0281-41262.

Gedateer te Kaapstad op hierdie 14de dag van April 1994.

Van der Spuy & Vennote, Prokureurs vir Eiser, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. (Tel. 419-3622.) (Fax. 418-1329.)

Case 1110/94

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

In the matter between **Boland Bank Limited**, Plaintiff, and **R. A. Pokorny**, trading as Tommy's Tyres CC, Defendant

In pursuance of a judgment in the Court of the Magistrate at Uitenhage and writ of execution dated 1 March 1994, the following property will be sold in execution on 19 May 1994 at 11:00, at the Magistrate's Court, Durban Street, Uitenhage:

Certain piece of land situated in the Municipality of Uitenhage, Division of Uitenhage, being Erf 16337, Uitenhage, in the Municipality and Division of Uitenhage, and known as 23-25 Eiffel Road, Uitenhage, measuring 5938 square metres.

Certain improvements are situated on the property although in this respect nothing is guaranteed.

Conditions of sale:

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

2. The purchase price will be paid as follows:

(a) Ten per cent (10%) thereof in cash at the time of the sale, payable to the Sheriff for the Magistrate's Court, as well as four per cent (4%) to the Sheriff for the Magistrate's Court in respect of Sheriff for the Magistrate's Court auctioneer's fee.

(b) The balance against transfer to be secured by an approved bank or building society guarantee, to be furnished to the Sheriff for the Magistrate's Court within twenty-one (21) days after date of sale.

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

Dated at Uitenhage on the 13th day of April 1994.

Cronje Bouwer & Karsan, Attorneys for Plaintiff, 235 Caledon Street, Uitenhage, 6230. (Ref. MK/mm/D350.)

Case 939/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **J. G. Scott**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kimberley, and writ of execution dated 28 February 1994, the property listed hereunder will be sold in execution on 19 May 1994 at 10:00, in front of the Magistrate's Court, Kimberley, to the highest bidder:

Certain Erf 1309, situated in the City and District of Kimberley, measuring 1 000 (one thousand) square metres, held by Deed of Transfer T3813/1992, also known as 11 Hermes Street, Kimberley.

The following improvements are reported to be on the property but nothing is guaranteed: A single-storey dwelling-house (detached), brick walls, lounge, dining-room, study, kitchen, three bedrooms, two bathrooms, shower, two toilets, entrance-hall, laundry, carport, servant's quarters, store and outside toilet.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, Kimberley. A building society loan may be negotiated for an approved purchaser.

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

Haarhoffs, Attorneys for Plaintiff, NBS Building, Jones Street, Kimberley, 8301.

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **T. A. du Plessis, N. O.**, in sy hoedanigheid as trustee in die insolvente boedel van Francis Basson Slabber, Eiser, en **J. C. Dormehl**, Verweerder

Ter uitvoering van die vonnis van die Landdroshof, Bellville, gedateer 24 September 1993, sal die hiernabeskrewe vaste eiendom op Vrydag, 27 Mei 1994 om 11:00, op die perseel te Hans Moes Kraal, George, per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserve:

Gedeelte 76 van Plaas 202, George, in die gebied van die Afdelingsraad, Afdeling Outeniqua, groot 42,8266 hektaar, gehou kragtens Transportakte T11425/81.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook die voorwaardes van die titelakte waaronder die eiendom gehou word.

Een tiende $\frac{1}{10}$ van die koopprijs moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprijs tesame met rente daarop teen 18,5% (agttien komma vyf persent) of sodanige ander rentekoers as wat deur Verweerder betaalbaar is in terme van Verbandakte B.64215/89, vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne 14 (veertien) dae na die verkoping van vonnisskuldeiser voorsien van 'n bank- of bouvereniging-waarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word welke verdere voorwaardes ter insae lê by die kantore van die Balju, George, en/of die kantore van die Smit Kruger & Potgieter, Wellington 32, Durbanville.

Gedateer te Durbanville hierdie 12de dag van April 1994.

A. D. Kruger, vir Smit Kruger & Potgieter, Wellingtonweg 32, Posbus 33, Durbanville; 7550. (Verw. DX 6 Bellville.)

Case 1328/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Gerald Basson**, First Defendant, and **Coletta Claudia Basson**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution dated 1 March 1994, the property listed hereunder, and commonly known as 17 Lima Road, Malibu Village, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Tuesday, 17 May 1994 at 09:00, to the highest bidder:

Erf 2779, Blue Downs, in the Lower Kuils River No. 1, Local Area, Division of Stellenbosch, in extent 275 (two hundred and seventy-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

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

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1638.)

Case 2049/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, Execution Creditor, and **Moegamat Salie Khan**, Execution Debtor

The following property will be sold in execution on Monday, 23 May 1994 at 12:30, to the highest bidder, at Magistrate's Court, Bellville, namely:

Erf 989, Blue Downs, situated in the Lower Kuils River No. 1, Local Area, Division of Stellenbosch, also known as 48 Victoria Road, Tuscany Glen, Blue Downs.

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.

2. The following improvements are reported but not guaranteed: Dwelling with three bedrooms, open plan kitchen, lounge, toilet, bathroom and single garage.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by deposit taking-institution-guaranteed cheque, at the time of the sale and the balance plus interest at the current rate of 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, which amounts are to be secured by an approved guarantee of a deposit-taking institution, to be delivered within 14 (fourteen) days after sale.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff, 29 Northumberland Road, Bellville.

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

C. L. Pinheiro, for Van Dyk Potgieter, Judgment Creditor's Attorneys, Third Floor, Merindol Centre, 6 Oakdale Road, Bellville. (Tel. 99-5200.) (Ref. C. L. Pinheiro/mm/1506.51169.)

Case 33325/90

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff (Judgment Creditor), and **Hassan Omar Sangay**, Defendant (Judgment Debtor)

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg, dated 3 October 1990, and warrant of execution issued in pursuance thereof, the following property will be sold in execution on 17 May 1994, at the site being:

Erf 37329, Cape Town at Athlone, situated in the City of Cape Town, Cape Division, in extent 703 (seven hundred and three) square metres, held by the Defendant by Deed of Transfer T11915/1989, also known as 2 Rutvale Road, Crawford.

Conditions of sale:

1. The property shall be sold to the highest bidder, subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder, and of the title deeds in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: A dwelling built of brick under tiled roof, consisting of a lounge, kitchen, bathroom and toilet, five bedrooms and a garage.

3. Payment:

3.1 One tenth $\frac{1}{10}$ of the purchase price shall be paid to the Sheriff or his nominee by not later than 16:30 on the day of the sale.

3.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Plaintiff's conveyancers.

3.3 Interest shall be paid on—

3.3.1 The amount of the Plaintiff's claim at the current rate of interest applicable thereto for each month or part thereof from the date of sale to the date of registration of transfer;

3.3.2 Interest shall further be paid on any Preferent Creditor's claim at the applicable rate from the date of sale to the date of registration of transfer.

3.4 All the amounts mentioned in paragraph 3.2 and 3.3 above shall be secured by the Purchaser by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the sale to the Plaintiff's conveyancers.

4. Full conditions of sale:

The full conditions of sale, which will be read out by the Sheriff of the Court or the auctioneer immediately prior to the sale, may be inspected at the office of the Sheriff of the Court at Wynberg, or at the offices of the undersigned.

Lansdown, Ellis & Co., Attorneys for Plaintiff, Premier Centre, 451 Main Road, Observatory.

Case 11364/91

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

In the matter between **Bankfin**, a Division of Bankorp Limited, Judgment Creditor, and **Errol Sass**, Judgment Debtor

In pursuance of a judgment granted on 3 March 1992, in the Goodwood Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 1 June 1994 at 11:00, at 8 Maseta Street, Monte Video, to the highest bidder:

Description: Erf 112347, in the Municipality of Cape Town, Cape Division, in extent 378 (three hundred and seventy-eight) square metres. *Postal address:* 8 Maseta Street, Monte Video. *Improvements:* —, held by the Defendant in his name under Deed of Transfer T51372/84.

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 effected by the Plaintiff or its attorneys and the purchaser shall pay 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, Epping Avenue, Elsies River.

Dated at Parow on this the 2nd day of April 1994.

N. Rathbone, 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.] (Ref. NR/AR/ZA0391.)

Case 4837/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **Nedperm Bank Limited**, Judgment Creditor, and **John Brown**, married in community of property to **Annie Brown**, Judgment Debtor

In pursuance of a judgment granted on 5 February 1992, in the Somerset West Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 24 May 1994 at 12:00, at 26 Albatross Crescent, Paardevlei, Somerset West, to the highest bidder:

Description: Erf 244, Somerset West, in the Municipality of Somerset West, Division of Stellenbosch, in extent 347 (three hundred and forty-seven) square metres. *Postal address:* 26 Albatross Crescent, Paardevlei, Somerset West. *Improvements:* With, *inter alia*, a dwelling thereon, held by the Defendant in his name under Deed of Transfer T50497/91.

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 effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, Church Street, Somerset West.

Dated at Somerset West this the 13th day of April 1994.

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. P. du Toit/FH.)

Case 64444/91

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff (Judgment Creditor), and **Ebrahim Hendricks**, First Defendant (First Judgment Debtor), and **Ayesha Hendricks**, Second Defendant (Second Judgment Debtor)

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg, dated 14 January 1992, and warrant of execution issued in pursuance thereof, the following property will be sold in execution in 18 May 1994 at 10:00, in front of the Court-house at Wynberg:

Erf 2421, Mitchells Plain, situated in the City of Cape Town, Cape Division, in extent three hundred (300) square metres, held by the Defendants by Deed of Transfer T37392/1988, also known as 8 Pilot Way, Strandfontein.

Conditions of sale:

1. The property shall be sold to the highest bidder, 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. The following improvements on the property are reported, but nothing is guaranteed: A dwelling built of brick under asbestos roof, consisting of a lounge, kitchen, bathroom, toilet and three bedrooms.

3. Payment:

3.1 One tenth ($\frac{1}{10}$) of the purchase price shall be paid to the Sheriff or his nominee by not later than 16:30 on the day of the sale.

3.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Plaintiff's conveyancers.

3.3 Interest shall be paid on—

3.3.1 The amount of the Plaintiff's claim at the current rate of interest applicable thereto for each month or part thereof from the date of sale to the date of registration of transfer;

3.3.2 Interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to the date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above shall be secured by the purchaser by an approved bank or building society guarantee to be delivered within fourteen (14) days of the sale to the Plaintiff's conveyancers.

4. *Full conditions of sale:* The full conditions of sale, which will be read out by the Sheriff of the Court or the auctioneer immediately prior to the sale, may be inspected at the Office of the Sheriff of the Court at Wynberg, or at the offices of the undersigned.

Lansdown, Ellis & Co., Attorneys for Plaintiff, Premier Centre, 451 Main Road, Observatory.

Case 37396/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, Plaintiff, *versus* **Nomathemba Grace Kaya**, Defendant

In pursuance of a judgment dated 3 December 1992 and an attachment on 15 March 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 13 May 1994 at 14:15:

Erf 36578, Ibhayi at Zwide, in the Administrative District of Port Elizabeth, in extent 291 (two hundred and ninety-one) square metres, situated at 26 Ngwekazi Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached brick dwelling under an asbestos roof consisting of two bedrooms, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Office of the Sheriff of the Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance including VAT if applicable against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated on this the 13th day of April 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 34445/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH****Nedcor Bank Limited versus Majwara Anthony Sibeko and Nozikumbuzo Ethel Sibeko**

In pursuance of a judgment dated 17 November 1992 and an attachment on 18 March 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 13 May 1994 at 14:15:

Erf 20556, Ibhayi at Boastville, Administrative District of Port Elizabeth, in extent 248 (two hundred and forty-eight) square metres, situated at 14 Ximiya Street, New Brighton, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached, brick dwelling under an asbestos roof, consisting of two bedrooms, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the Office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance including VAT if applicable against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated on this the 11th day of April 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 13964/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH****Nedcor Bank Limited versus Preston Frederick Potgieter**

In pursuance of a judgment dated 18 May 1993 and an attachment on 14 June 1993, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 13 May 1994 at 14:15:

Erf 1961, Bethelsdorp, in the Municipality of Port Elizabeth, Division of Port Elizabeth, in extent 357 (three hundred and fifty-seven) square metres, situated at 146 Rensburg Street, West End, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of three bedrooms, bathroom, lounge, dining-room, kitchen and garage.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the Office of the Sheriff, Magistrate's Court West, 36 North Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance including VAT if applicable against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated on this the 11th day of April 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 4113/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH****Nedcor Bank Limited versus Neville Dennis Platjies**

In pursuance of a judgment dated 24 February 1994 and an attachment on 11 April 1994, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 13 May 1994 at 14:15:

Erf 4996, Korsten, Municipality and Division of Port Elizabeth, in extent 206 (two hundred and six) square metres, situated at 57 Neave Street, Schauderville, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey semi-detached dwelling under an asbestos roof, consisting of two bedrooms, bathroom, kitchen and lounge.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the Office of the Sheriff, Magistrate's Court, West, 36 North Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance including VAT if applicable against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated on this the 11th day of April 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 7397/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedperm Bank Limited versus Thami Donald Mbotya and Nonkululeko Gladys Mbotya

In pursuance of a judgment dated 30 July 1992 and an attachment on 18 March 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 13 May 1994 at 14:15:

Erf 45170, Ibhayui, at Kwazakhele, in the Administrative District of Port Elizabeth, in extent 232 (two hundred and thirty-two) square metres, situated at Lane B109, 40 Site & Service, Kwazakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Office of the Sheriff, Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance including VAT if applicable against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated on this the 5th day of April 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 34451/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited versus Boy Makina and Bukelwa Judith Makina

In pursuance of a judgment dated 16 November 1992 and an attachment on 18 March 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 13 May 1994 at 14:15:

Erf 40172, Ibhayi, at Zwide, in the Administrative District of Port Elizabeth, in extent 271 (two hundred and seventy-one) square metres, situated at 40 Tuswa Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under a tiled roof, consisting of three bedrooms, bathroom, lounge, dining-room, kitchen and garage.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Office of the Sheriff, Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance including VAT if applicable against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated on this the 5th day of April 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 33709/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, Plaintiff, versus Mbuzile Button, First Defendant, and Tenjiswa Monica Button, Second Defendant

In pursuance of a judgment dated 31 January 1994 and an attachment on 15 March 1994, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 13 May 1994 at 14:15:

Erf 36968, Ibhayi at Zwide, Administrative District of Port Elizabeth, in extent 283 (two hundred and eighty-three) square metres, situated at 15 Masiza Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached brick dwelling under an asbestos roof consisting of two bedrooms, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Office of the Sheriff of the Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance including VAT if applicable against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated on this the 13th day of April 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 5817/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, Execution Creditor, and **Graham E. Kloosman**, First Execution Debtor, and **Glynis Lydia Kloosman**, Second Execution Debtor

The following property will be sold in execution on Thursday, 26 May 1994 at 09:00, to the highest bidder at 2 Catalan Close, Northpine, Brackenfell, namely:

Erf 6421, Brackenfell, also known as 12 Catalan Close, Northpine, Brackenfell.

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.

2. The following improvements are reported but not guaranteed: Dwelling with three bedrooms, lounge, kitchen and bathroom.

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 16% (sixteen comma nil 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 be read out immediately prior to the sale and may be inspected at the office of the Sheriff, 29 Northumberland Street, Bellville.

Dated at Bellville on this 8th day of April 1994.

C. L. Pinheiro, for Van Dyk Potgieter, Judgment Creditor's Attorneys, Third Floor, Merindol Centre, 6 Oakdale Road, Bellville. (Tel. 00-5200.) (Ref. C. L. Pinheiro/mm/1506.51170.)

Case 9183/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, Execution Creditor, and **Russel Booysen**, First Execution Debtor, and **Rosalind Booysen**, Second Execution Debtor

The following property will be sold in execution on Monday, 23 May 1994 at 11:45, to the highest bidder at 21 Argyle Way, Dennewere, Blackheath, namely:

Erf 2015, Gaylee, in the Melton Rose Local Area, Stellenbosch Division, also known as 21 Argyle Way, Dennewere, Blackheath.

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.

2. The following improvements are reported but not guaranteed: Dwelling with two bedrooms, lounge, kitchen, bathroom and toilet.

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 18% (eighteen comma nil 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 be read out immediately prior to the sale and may be inspected at the office of the Sheriff, 29 Northumberland Street, Bellville.

Dated at Bellville on this 7th day of April 1994.

C. L. Pinheiro, for Van Dyk Potgieter, Judgment Creditor's Attorneys, Third Floor, Merindol Centre, 6 Oakdale Road, Bellville. (Tel. 99-5200.) (Ref. 1506.50924/C. L. Pinheiro/mm.)

Case 44687/93

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

In the matter between **E P Building Society**, Plaintiff, and **Basil John Palanyandi**, First Defendant, and **Caroline Una Palanyandi**, Second Defendant

In pursuance of a judgment in the Magistrate's Court dated 30 December 1993, the following will be sold in execution on 23 May 1994 at 12:00, at 4 Lakeside Mews, Lake Road, Grassy Park, Cape:

1. A unit consisting of:

(a) Section 4 (four) as shown and more fully described on Sectional Plan SS.266/93 in the scheme known as Lakeside Mews in respect of the land and building or buildings situate at Zeekoevlei in the Local Area of Grassy Park, Cape Division, of which section the floor area according to the said sectional plan is 44 (forty-four) square metres in extent;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; held under Deed of Transfer ST.8168/93.

2. An Exclusive Use Area described as Parking P.4, measuring 13 (thirteen) square metres, being as such part of the common property, comprising the land and the scheme known as Lakeside Mews in respect of the land and the building or buildings situate at Zeekoevlei, in the Local Area of Grassy Park, Cape Division, as shown and more fully described on Sectional Plan SS-266/93, held by Notarial Deed of Cession SK-2786/93.

3. An Exclusive Use Area described as Garden G4, measuring 19 (nineteen) square metres, being as such part of the common property, comprising the land and the scheme known as Lakeside Mews in respect of the land and building or buildings situate at Zeekoevlei, in the Local Area of Grassy Park, Cape Division, as shown and more fully described on Sectional Plan SS.266/93, held by Notarial Deed of Cession SK.2786/93.

4. An Exclusive Use Area described as Yard Y.4, measuring 6 (six) square metres, being as part of the common property, comprising the land and the scheme known as Lakeside Mews in respect of the land and building or buildings situate at Zeekoevlei, in the Local Area of Grassy Park, Cape Division, as shown and more fully described on Sectional Plan SS.266/93, held by Notarial Deed of Cession SK-2786/93.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Single dwelling, brick walls under a tiled roof consisting of two bedrooms, kitchen, lounge, bathroom and toilet.

3. Payment:

3.1 Ten per centum (10%) of the purchase price shall be paid in cash or by means of a bank or building society guaranteed cheque to the Sheriff of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

3.3 interest shall be paid on:

3.3.1 The amount of Plaintiff's claim at the rate of 16,15% (sixteen comma one five per centum) per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any Preferent Creditors claim at the applicable rate from date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. Full conditions of sale:

The full conditions of sale which will be read out by the Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Court or the auctioneer's office.

Dated at Cape Town this 12th day of April 1994.

G. P. Griffiths, for Arnot Griffiths Rabie & Steyn, Plaintiff's Attorneys, 54 Keerom Street, Cape Town. (Ref. GPG/pw/W20598.)

Case 494/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Anna Margaretha Geldenhuys**, Defendant

In the above matter a sale will be held on Friday, 20 May 1994 at 10:00, at the site of 70 Sixth Avenue, Boston, Bellville, being Remainder Erf 9869, Bellville, in the Municipality of Bellville, Cape Division, measuring 991 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of fifteen comma two five per centum (15,25%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising three bedrooms, lounge, bathroom, kitchen, servant's room and single garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/r.)

Saak 62/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **Mustak Ali Carrim**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie gedateer 16 Februarie 1994, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 6 Mei 1994 om 10:00, te die gegewe perseel naamlik:

Erf 781, Wilderness (ook bekend as Southstraat, Wilderness) in die plaaslike gebied van Wilderness, distrik George, groot 1 090 vierkante meter, gehou kragtens Transportakte T16501/1966.

Verbeterings: Twee verdieping woonhuis bestaande uit: Drie slaapkamers, kombuis, sitkamer, eetkamer, twee badkamers en twee motorhuise.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande Transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprys is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprys, tesame met rente daarop bereken teen die huidige rentekoers van 15,25% (vyftien komma twee vyf persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastings en heffings vir die huidige jaar en afslaerskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprys, tensy die Vonnisiskuldenaar voor die veiling die Afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisiskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisiskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof George, Wellingtonstraat 36A, George, sowel as by die kantore van Mnre. Raubenheimers, Die Sentrum, Hiberniastraat 72, George.

Gedateer te George hierdie 8ste dag van April 1994.

R. Engelbrecht, vir Raubenheimers Ingelyf, Die Sentrum, Hiberniastraat 72; Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

Case 147/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE**

In the matter between **Cape of Good Hope Bank Ltd**, Judgment Creditor, and **John Dominic Bond**, Judgment Debtors

In the execution of the judgment of the Magistrate's Court, Bellville, in the above matter, a sale will be held on Thursday, 26 May 1994 at 11:00, and at the property of the following immovable property:

(a) Section No. 13 as shown and more fully described on Sectional Plan SS145/1993, in the scheme known as Eikenhof in respect of the land and building or buildings situated at Kraaifontein in the Municipality of Kraaifontein, Paarl Division, of which the floor area, according to the said Sectional Plan is 42 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said Section in accordance with the participation quota as endorsed on the said Sectional Plan.

Held under Deed of Transfer ST7718/93.

Situated at: 13 Bloekomhof, Voortrekker Road, Kraaifontein, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One-tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed: A facebrick flat with tiled roof consisting of kitchen, open plan lounge, two bedrooms and bathroom.

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 Bellville and at the offices of the undermentioned auctioneers: Permanent Trust, 11th Floor, Southern Life Centre, 8 Riebeek Street, Cape Town.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk/141854.)

Case 564/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **NBS Bank Ltd**, Plaintiff, and **Willem Carel Rossouw**, First Defendant, and **Erna Rossouw**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 28 February 1994, the undermentioned property will be sold in execution at the premises on Thursday, 26 May 1994 at 10:00:

Erf 9402, Kraaifontein, in the Municipality of Kraaifontein, Division Paarl, measuring 690 (six hundred and ninety) square metres and comprising a brick building with tiled roof, lounge, dining-room, three bedrooms, kitchen, one and a half bathroom and garage and known as 9 Swartberg Street, Bonnie Brae, Kraaifontein.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of the Plaintiff's attorneys as reflected hereunder.

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

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Saak 6072/92

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOUD TE UITENHAGE

In die saak tussen **Stanley Gallant**, Eksekusieskuldeiser/Eiser, en **Cornelius Smit**, Eksekusieskuldenaar/Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof, Uitenhage, gedateer 10 Augustus 1992, in bogemelde aangeleentheid, sal die eiendom hieronder vermeld per publieke veiling aan die hoogste bieder verkoop word, sonder reserwe, op 20 Mei 1994 om 14:15, voor die Landdroskantoor, Port Elizabeth, hoofingang, Nuwe Landdroskantoor, Noord-Einde, Port Elizabeth, onderhewig aan die voorwaardes wat ter insae lê by die kantoor van die Balju vir die Landdroshof, Port Elizabeth-Wes, Noordstraat 36, Noord-Einde, Port Elizabeth en/of te Le Roux Cubitt 6 Cronjé, Blenheimhuis, Bairdstraat 4, Uitenhage, en wat deur die Balju vir die Landdroshof, Port Elizabeth-Wes, voor die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderhewig aan die bepalings van die Landdroshofwet en reëls en daarvolgens neergelê en die voorwaardes van die akte van transport asook die verkoopvoorwaardes.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Drie slaapkamers, sitkamer, eetkamer oopplan, kombuis, motorafdak en badkamer.

3. Een tiende van die koopprijs sal betaal word in kontant by ondertekening van die verkoopvoorwaardes en die balans, tesame met rente soos gevra in die eerste verbandakte geregistreer teen die eiendom betaalbaar met 'n bank- of bouverenigingsstjek of -waarborg binne tien (10) dae vanaf datum van koop.

Eiendom: Sekere stuk grond in die munisipaliteit en afdeling van Port Elizabeth, Erfnommer 4923, Bethelsdorp, grootte 336 m², transportakte nommer T26340.

Gedateer: 8 Mei 1992.

Geleë te: Finnisstraat 10, Chatty, Port Elizabeth.

Geteken te: Uitenhage op hede die 28ste dag van Maart 1994.

[Le Roux Cubitt & Cronjé, Prokureurs vir Eiser, Blenheimhuis, Bairdstraat 4; Posbus 16, Uitenhage. (Verw. EVN/mev. Hayes/Inv/mk/G01400.)]

Case 22024/93

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

In the matter between **NBS Bank Limited**, Execution Creditor, and **Kelvin Arthur Kannemeyer**, First Execution Debtor, and **Anita Davids**, Second Execution Debtor

The following property will be sold in execution on Thursday, 19 May 1994 at 10:00, to the highest bidder at 20 Soho Crescent, Malibu Village, Blue Downs, namely:

Erf 3119, Blue Downs, in the Lower Kuils River No. 1 Local Area, Division of Stellenbosch, also known as 20 Soho Crescent, Malibu Village, Blue Downs.

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.

2. The following improvements are reported but not guaranteed: Dwelling with two bedrooms, bathroom, toilet, lounge and kitchen.

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 16,0% (sixteen comma nil 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 be read out immediately prior to the sale and may be inspected at the office of the Sheriff, 29 Northumberland Street, Bellville.

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

C. L. Pinheiro, for Van Dyk Potgieter, Judgment Creditor's Attorneys, Third Floor, Merindol Centre, 6 Oakdale Road, Bellville. (Tel. 99-5200.) (Ref. 1506.51168/C. L. Pinheiro/mm.)

Case 1048/94

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

ABSA Bank Limited, trading as United Bank, *versus* **Derek Eskelsen** and **Lee-Ann Eskelsen**

The following property will be sold in execution by public auction held at 131 Duncan Street, Parow-Valley, Bellville, to the highest bidder, on 18 May 1994 at 12:15:

Erf 14135, Parow, in the Municipality of Parow, Division of Cape, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T54058/92, situated at 131 Duncan Street, Parow-Valley, Bellville.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of hall, lounge, study, kitchen, scullery, laundry, three bedrooms, bathroom/toilet/shower and attached garage and carport.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 31st day of March 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 761/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

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

Ingevolge 'n vonnis van die Landdroshof, Kuilsrivier, gedateer 14 Februarie 1994, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Pacificlaan 21, Eersterivier, per publieke veiling te koop aangebied op 19 Mei 1994 om 09:15:

Erf 4572, Eersterivier, ook bekend as Pacificlaan 21, Eersterivier, afdeling Stellenbosch, groot 247 vierkante meter, gehou kragtens Transportakte T66994/89.

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 afslaaersgelde 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 Vonniskskuldeiser 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 Cillierstraat 1, Bellville.

Datum: 31 Maart 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EKN353.)

Case 23122/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Neil Wesley Gillion**, First Judgment Debtor, and **Lizette Zenobia Gillion**, Second Judgment Debtor

In pursuance of a judgment granted on 6 January 1994, in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder on 25 May 1994 at 10:00, at Wynberg Court-house:

Description: Erf 14197, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent three hundred and thirty (330) square metres.

Postal address: 47 Welkom Street, Portlands.

Improvements: Dwelling: Three bedrooms, lounge, kitchen, bathroom and toilet, held by Deed of Transfer 5155/93.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 28th day of March 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 121 Parow Chambers, 121 Voortrekker Road, Parow; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Case 17085/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited**, Plaintiff, and **G. A. Daniels**, First Defendant, and **Mrs J. R. Daniels**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchell's Plain, the following will be sold in execution on 18 May 1994 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 591 (portion of Erf 448), Weltevreden Valley, 281 (two hundred and eighty-one) square metres, held by Deed of Transfer T31571/1989, situated at 9 Villa Park, The Leagues, Weltevreden Valley, Mitchells Plain.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per cent) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town.

Case 12433/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Anthony Charles Quickelberge**, Defendant

In the above matter a sale will be held on Monday, 16 May 1994 at 10:00, at the site of 16 Loumar Court, Ford Street, Stikland, being:

1. Section 31 in the scheme known as Loumar, situated at Bellville, in the Municipality of Bellville, measuring 91 square metres.

2. Section 10 in the scheme known as Loumar, as above, measuring 42 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of fifteen comma two five per centum (15,25%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A flat comprising of two bedrooms, kitchen, lounge, bathroom and single garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case 12615/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Edward Jack McCallum**, Defendant

In the above matter a sale will be held on Tuesday, 17 May 1994 at 10:00, at the site of 4 Falcon Way, Sunbird Park, Hagley, being Erf 429, Hagley, in the Lower Kuils River 1 Local Area, Stellenbosch Division, measuring 497 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of fifteen comma two five per centum (15,25%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): Vacant plot.

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 28122/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Delia Margaret Davids**, Defendant

In the above matter a sale will be held on Wednesday, 18 May 1994 at 11:00, at the site of 6 Polynaise Street, Groenheuwel, Paarl, being:

Erf 16526, Paarl, in the Municipality and Division of Paarl, measuring 225 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of fifteen comma two five per centum (15,25%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A brick dwelling, comprising of two bedrooms, lounge, kitchen and bathroom/toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Paarl 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 28050/93

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

ABSA Bank Limited, trading as United Bank Limited, versus **Nicolaas Joseph Johannes van Zyl**

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 30 Impala Court, De Kock Street, Parow Valley, 7500, on Wednesday, 18 May 1994 at 10:30:

Section 30 and 74 Impala, in the Municipality of Parow, in extent 73 (seventy-three) square metres, held by Deed of Transfer ST11967/92 and situated at 30 Impala Court, De Kock Street, Parow Valley, 7500.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A flat 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 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/Z22608.)

Case 25791/93

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

ABSA Bank Limited, trading as United Bank Limited, versus **Clifford Snyman**, and **Debra-Anne Ulrich**.

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, 76 De Villiers Road, Kenridge, Durbanville, 7550, on Wednesday, 18 May 1994 at 09:30:

Erf 201, Kenridge, in the Municipality of Durbanville, in extent 993 (nine hundred and ninety-three) square metres, held by Deed of Transfer T32470/93 and situated at 76 De Villiers Road, Kenridge, Durbanville, 7550.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, kitchen, two bathrooms, four bedrooms, servants' quarters, pool and double garage.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on 22 March 1994.

G. Visser, for Malan, Laàs & Scholts, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22043.)

Case 1177/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CALEDON HELD AT CALEDON**

ABSA Bank Limited, trading as United Bank Limited, versus John Robert Michels and **Helen Elizabeth Michels**

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 Grabouw on Friday, 20 May 1994 at 11:00:

Erf 869 Grabouw, in the Municipality of Grabouw, in extent 866 (eight hundred and sixty-six) square metres, held by Deed of Transfer T32956/86 and situated at 12 Krom Street, Grabouw, 7160.

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, Caledon/Grabouw.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, kitchen, three bedrooms, bathroom/w.c. and w.c./shower.

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 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. DJV/SP Z20395.)

Case 22438/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Shafiek Abrahams**, First Judgment Debtor, and **Gakiema Abrahams**, Second Judgment Debtor

In pursuance of a judgment granted on 21 December 1993, in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder on 25 May 1994 at 10:00, at Wynberg Court-house:

Description: Erf 1392, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, in extent three hundred and seventy-four (374) square metres.

Postal address: 31 Filbert Crescent, Weltevreden Valley.

Improvements: Dwelling: Three bedrooms, kitchen, lounge and toilet/bathroom.

Held by Deed of Transfer 19530/92.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 23rd day of March 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Saak 8228/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Willem Hendriknr15Willem Hendrik Johannes Pretorius**, Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, en 'n eksekusiëlasbrief gedateer 14 Januarie 1994, sal die ondergemelde eiendom verkoop word op 20 Mei 1994 om 14:15, by die Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe, aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju van die Landdroshof, Port Elizabeth-Suid.

Erf 1476, Kabega, in die munisipaliteit en afdeling Port Elizabeth, groot 821 vierkante meter, ook bekend as Van der Stelstraat 101, Kabegapark, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 31ste dag van Maart 1994.

Rohan Greyvenstein, vir Greyvensteins Ing., St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z9475.)

Saak 39740/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Michael Sederick Burt**, Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, en 'n eksekusiëlasbrief gedateer 1 Maart 1994, sal die ondergemelde eiendom verkoop word op 20 Mei 1994 om 14:15, by die Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju van die Landdroshof, Port Elizabeth-Wes.

Erf 9289, Bethelsdorp, in die munisipaliteit en afdeling Port Elizabeth, groot 300 vierkante meter, ook bekend as Cherrylaan 44, Bethelsdorp-uitbreiding 34, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 31ste dag van Maart 1994.

Rohan Greyvenstein, vir Greyvensteins Ing., St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z17552.)

Case 1027/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Eastern Cape Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Glenda Margaret Bond**, 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 23 Westbourne Road, Kenton-on-Sea, on Friday, 20 May 1994 at 11:00, of the under-mentioned property of the Defendant on the conditions to be read out at the time of the sale and which conditions may be inspected at the offices of the Sheriff for the District of Bathurst, or at the offices of Messrs Whitesides, 115 High Street, Grahamstown, prior to the sale:

Erf 371, Kenton-on-Sea, in the Municipality of Kenton-on-Sea, Division of Bathurst, in extent 1 366 (one thousand three hundred and sixty-six) square metres, held by the Defendant under Deed of Transfer T28638/88, situated at 23 Westbourne Road, Kenton-on-Sea.

The following information is furnished regarding improvements, although in this regard nothing is guaranteed:

The improvements on the property consist of a three-bedroomed home with lounge, separate dining-room, TV-room, bathroom, toilet and kitchen with a flatlet consisting of bedroom, shower and toilet and also a detached outbuilding, store-room and carport.

Terms: 10% (ten per cent) of the purchase price and 5% (five per cent) auctioneer's commission 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), payable in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of the sale.

Dated at Grahamstown this 30th day of March 1994.

Whitesides, Plaintiff's Attorneys, 115 High Street, Grahamstown. (Ref. Mr R. F. Keeble.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **United Bank**, a division of ABSA Bank Limited, Judgment Creditor, and **Hilton Julian Adonis**, Judgment Debtor

In pursuance of a judgment granted on 29 July 1992, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 16 May 1994 at 09:00, at Kuils River Court-house:

Description: Erf 824, Hagley (now known as Erf 1757), in the Local Area of Lower Kuils River 1, Administrative District of Stellenbosch, in extent four hundred and nine (409) square metres.

Postal address: 20 Watford Close, Wembley Park, Kuils River.

Improvements: Dwelling: Three bedrooms, bathroom/toilet, lounge, dining-room and kitchen.

Held by Deed of Transfer 53443/89.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 18% (eighteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 28th day of March 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

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

In the matter between **ABSA Bank Limited**, trading as Allied Bank, *versus* **Derek Ivan Moolman**

The following property will be sold in execution by public auction held at Highlevel Road, Bettys Bay, to the highest bidder on 18 May 1994 at 11:00:

Erf 2919, Bettys Bay, situated in the Municipality of Bettys Bay, Division of Caledon, in extent 1 941 (one thousand nine hundred and forty-one) square metres, held by Deed of Transfer T29430/92, situated at Highlevel Road, Bettys Bay.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: Vacant land on which is a partially completed dwelling with downstairs cellar area and ground floor slab completed.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 28th day of March 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

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

In the matter between **Nedcor Bank Limited**, Judgment Creditor, and **M. J. van der Linde**, Judgment Debtor

In execution of the judgment of the Magistrate's Court, Goodwood, in the above matter, a sale will be held on Friday, 20 May 1994 at 11:00, at the Tulbagh Entrance of the Magistrate's Court, of the immovable property referred to below:

Erf 461, situated in the Township of Riebeeckstad, District of Welkom, measuring 833 m² (eight hundred and thirty-three) square metres, held by Deed of Transfer T2873/1988, and subject to such conditions as are contained or referred to therein.

Also known as 136 Lois Road, Riebeeckstad, Welkom, and consisting of an entrance-hall, lounge, dining-room, kitchen, three bedrooms, bathroom, two toilets (one being an outside toilet), servants' quarters, store-room and single garage.

The said information is furnished in good faith, but is not guaranteed.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price together with interest at the ruling interest rate to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Welkom.

H. C. Stubbings, for Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town, 8001. (Ref. HCS/gr/26068/55074.)

Case 602/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN**

ABSA Bank Limited, trading as United Bank, *versus* **Andrew Schmidt and Patricia Ann Schmidt**

The following property will be sold in execution at the site of the property, 14 Easson Road, Norfolk Park, Tokai, Cape, on Wednesday, 25 May 1994 at 10:00, to the highest bidder:

Erf 117432, Cape Town, at Retreat, in extent 416 square metres, held by T28984/1987, situated at 14 Easson Road, Norfolk Park, Tokai, Cape.

1. The following improvements are reported, but not guaranteed: Double storey dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, shower/toilet, single garage and swimming-pool.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer], against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U1532/gl.)

Case 2409/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **NBS Bank Ltd**, Plaintiff, and **Peter Johannes van Niekerk**, First Defendant, and **Gertruida Maria van Niekerk**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court granted on 14 March 1994, the undermentioned property will be sold in execution at the premises on Wednesday, 25 May 1994 at 13:00:

Erf 2683, Eerste River, in the Local Area of Blue Downs, Division of Stellenbosch, measuring 418 (four one eight) square metres, and comprising building with two bedrooms, lounge, kitchen, bathroom and toilet, and known as 21 Cavalla Crescent, Silwood Heights, Eerste River.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 14th day of April 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen **ABSA Bank Beperk**, voorheen United Bank Beperk, voorheen United Bouvereniging, Eksekusieskuldeiser, en **Kenneth William Africa**, Eerste Eksekusieskuldenaar, en **Hannivah Elize Africa**, Tweede Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van boremelde Agbare Hof, gedateer 27 Mei 1993 en daaropvolgende lasbrief vir eksekusie gedateer 27 Mei 1993, sal die ondergemelde eiendom per openbare veiling in eksekusie verkoop word op 18 Mei 1994 om 10:00, te hoek van Uranus- en Weyersstraat, Oudtshoorn:

Erf 7338, Oudtshoorn, in die munisipaliteit en afdeling Oudtshoorn, groot 521 (vyfhonderd een-en-twintig) vierkante meter, geleë te hoek van Uranus- en Weyersstraat, Oudtshoorn, en bestaande uit sitkamer, drie slaapkamers, kombuis, badkamer met toilet en motorafdak, maar ten opsigte daarvan kan geen waarborg gegee word nie.

Voorwaardes: Die eiendom sal voetstoots sonder reserwe en onderworpe aan die voorskrifte van die Landdroshofwet en reëls daaronder aan die hoogste bieder verkoop word. Die koper moet 10% (tien persent) van die koopprys in kontant op die dag van die verkoping aan die Geregsbode betaal. Die balans moet binne veertien (14) dae na datum van verkoping verseker word deur 'n bank- of bouverenigingwaarborg, betaalbaar teen registrasie van transport.

Die volle voorwaardes van verkoping sal gedurende kantoorure ter insae lê by die kantore van die ondergetekendes en van die Geregsbode, Hoogstraat 159, Oudtshoorn, en sal onmiddellik voor die verkoping uitgelees word deur die afslaer.

Stadler & Swart, Prokureurs vir Eksekusieskuldeiser, Derde Verdieping, Nedbanksentrum, C. J. Langenhovenweg, George.

Case 28814/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **Herold Gie Agencies (Pty) Limited**, Judgment Creditor, and **Aziza Dollie**, Judgment Debtor

In execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Tuesday, 17 May 1994 at 10:15, in front of the Court-house, Wynberg, of the immovable property referred to below:

Erf 124406, Cape Town at Athlone, situated in the Municipality of Cape Town, Cape Division, measuring 300 m² (three hundred square metres), held by Deed of Transfer T32532/1993 and subject to such conditions as are contained or referred to therein, also known as 95 Stonelands Road, Hanover Park, Athlone, Cape, and consisting of a double-storey building of brick walls under a tile roof with a butchery shop downstairs and a flat upstairs, comprising lounge, kitchen, two bedrooms, bathroom and toilet.

The said information is furnished in good faith but is not guaranteed.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold *voetstoots* and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank marked cheque immediately after the property is declared to be sold and the balance of the purchase price together with interest at the ruling interest rate to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Wynberg.

H. C. Stubbings, for Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town, 8001. (Ref. HCS/gr/175977/554277.)

Case 54945/91

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

In the matter between **A H G Trust**, Judgment Creditor, and **Gameeda Peters**, Judgment Debtor

In execution of the judgment of the Magistrate's Court, Wynberg, in the above matter, a sale will be held on Tuesday, 17 May 1994 at 10:00, in front of the Court-house, Wynberg, of the immovable property referred to below:

Erf 28216, Mitchells Plain, in Colorado Local Area, Cape Division, measuring 762 m² (seven hundred and sixty-two square metres), held by Deed of Transfer T27824/86 and subject to such conditions as are contained or referred to therein, also known as "Badir", Florida Road, Colorado Park, Mitchells Plain and consisting of single dwelling with brick walls under a tiled roof with three bedrooms, kitchen, lounge, two toilets/bathrooms and double garage.

The said information is furnished in good faith but is not guaranteed.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold *voetstoots* and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank marked cheque immediately after the property is declared to be sold and the balance of the purchase price together with interest at the ruling interest rate to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Wynberg.

H. C. Stubbings, for Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town, 8001. (Ref. HCS/gr/108100/53190.)

Case 16405/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **Saambou Bank Limited**, Execution Creditor, and **Mxolisi Leonard Billie**, First Execution Debtor, and **Noma-Afrika Elizabeth Billie**, Second Execution Debtor

The following property will be sold in execution on the steps at the Wynberg Magistrate's Court, Wynberg, on Wednesday, 18 May 1994 at 10:00, to the highest bidder:

Certain Erf 24069, Khayelitsha, in the area of jurisdiction of the Town Committee of Ligelethu West, Administrative District of the Cape, in extent 260 (two hundred and sixty) square metres, held by Deed of Transfer T62261/88, also known as 4 Hope Street, Tembani, Khayelitsha.

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: Semi-detached built with bricks under asbestos tiled roof consisting of approximately three bedrooms, dining-room, kitchen, bathroom/toilet and garage.

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 17,75% (seventeen comma seven 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 be read out by the Sheriff immediately prior to the sale and may be inspected at the office of the Sheriff, Wynberg.

Dated at Cape Town on this the 31st 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/2051 51180.)

Case 22011/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **Saambou Bank Limited**, Execution Creditor, and **Stephen Matthew L'Akay**, First Execution Debtor, and **Sarah L'Akay**, Second Execution Debtor

The following property will be sold in execution on the steps at the Wynberg Magistrate's Court, Wynberg, on Wednesday, 18 May 1994 at 10:00, to the highest bidder:

Certain Erf 10072, situated in the Municipality of Cape Town, Cape Division, in extent 140 (one hundred and forty) square metres, held by Deed of Transfer T51076/1993, also known as 37 Kameeldoring Street, Lenteguur, Mitchells Plain.

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: Semi-detached brick dwelling, tile roof, two bedrooms, bathroom/toilet, kitchen and lounge.

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 16,75% (sixteen comma seven 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 be read out by the Sheriff immediately prior to the sale and may be inspected at the office of the Sheriff, Wynberg.

Dated at Cape Town on this the 31st 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/2068 51213.)

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 **Richard Andrew McDonald**, married in community of property to **Fatima McDonald**, Judgment Debtor

In pursuance of 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 25 May 1994 at 12:30 at 20 Sixth Street, Rusthof, Strand, to the highest bidder:

Description: Erf 12094, Strand, in the Municipality of the Strand, Division of Stellenbosch, in extent three hundred and sixty-three (363) square metres.

Postal address: 20 Sixth Street, Rusthof, Strand.

Improvements: With, inter alia, a dwelling thereon, held by the Defendant in his name under Deed of Transfer T73959/89;

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 effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Kleinbos Avenue, Strand.

Dated at Somerset West this 15th 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.]

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

In the matter between **Saambou Bank Limited** (Reg. No. 87/05437/06, Plaintiff, and **Mark Derrick van Boom**, married in community of property to **Maria-Mary van Boom**, Defendant

Be pleased to take notice that pursuant to a judgment in the Magistrate's Court, Strand, dated 9 February 1994, and a warrant of execution, the hereundermentioned property will be sold in execution on 6 May 1994 at 12:00, at 4 Albatros Street, Strand, to the highest bidder:

Erf 11035, Strand, situated in the Municipality of Strand, Division of Stellenbosch, measuring 595 (nine hundred and ninety-five) square metres, or also known as 9 Albatros Street, Strand.

Conditions of sale: the property shall be sold to the highest bidder, without reserve, and the sale will be subject to the provisions of the Magistrates' Courts Act, as amended, and the rules made thereunder.

The purchase price will be payable as to a deposit of 10% (ten per cent) immediately on signature of the conditions of sale to the Sheriff of the Court, and the balance against transfer, to be paid cash or by bank-guaranteed cheque.

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

The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Strand.

Dated at Strand this 15th day of March 1994.

T. P. Morkel, for Morkel Olivier P. du Toit, 114 Main Road, Strand.

NATAL

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

In the matter between **The Standard Bank of SA Limited**, Plaintiff, and **Mandlendoda Jetros Ngema**, Defendant

In pursuance of a judgment granted on 12 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 24 May 1994 of April 1994 at 09:00, to be held at the Magistrate's Court, Mtunzini.

1. (a) *Deeds office description:* Ownership Unit A197, situated in the Township of Vulindlela, District of Ongoye, in extent 750 (seven hundred and fifty) square metres.

1. (b) *Street address*: Ownership Unit A197, Vulindlela.

1. (c) *Property description (not warranted to be correct)*: Single-storey brick under tile roof dwelling comprising of three bedrooms, lounge/dining-room, kitchen and bathroom. No electricity or main sewerage.

1. (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, Mtunzini, and at the offices of the Sheriff of the Magistrate's Court, 8 Hulley Avenue, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 6th day of April 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. 05/SN60/324 (324/93).)

Case 109/92

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 **D. S. Ngwenya**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 29 October 1992, 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 E2496, Ezakheni, in extent 188 square metres, situated in the District of Ennambithi, Administrative District of KwaZulu, held under Deed of Grant G09476/87.

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, in 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 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 (one hundred rand) 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 15th day of April 1994.

Maree & Pace, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF330.)

Case 42223/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Suminthera Ramadeen**, Defendant

In pursuance of a judgment granted on 10 November 1993 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 20 May 1994 at 10:00, at the front entrance to the Magistrate's Court, Couper Street, Stanger:

Description: Lot 260, Shakaskraal Extension 4, situated in the Development Area of Shakas Kraal, Administrative District of Natal, in extent 1 034 square metres, address 35 Millview Way, Shakaskraal.

Improvements: Brick and tile dwelling consisting of three bedrooms, toilet, bathroom, kitchen and lounge. Incomplete extension to main building and concrete fencing.

Town-planning zoning: Special residential.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

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

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011415.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **B R L Leasing (Pty) Limited**, Plaintiff, and **David Mathys Christoffel Ellis**, Defendant

The property will be put up for auction on 16 May 1994 at 11:00.

Certain property described as follows:

Property: Lot 10022, Richards Bay, situated in the Borough of Richards Bay, Administrative District of Natal, in extent 2 085 square metres.

Improvements: Single storey brick under tile dwelling comprising of lounge, dining-room, four bedrooms, main en suite, one and half bathrooms, tiled, fitted kitchen, laundry, double garage, single garage, toilet and shower (nothing is guaranteed in these respect).

The sale shall be subject to the following conditions *inter alia*.

1. The sale shall be subject to the terms and conditions of the Supreme Court and the rules thereunder which may be inspected at the offices of the Deputy Sheriff, Old Sugar Mill, Empangeni.

2. The property shall be sold by the Deputy Sheriff, Empangeni, at 11:00, in front of the Court-house, Union Street, Empangeni.

3. The property is sold voetstoots and represented by the title deeds and diagrams.

The Deputy Sheriff not holding himself responsible for any deficiency that may be found to exist and renouncing all excess. The Deputy Sheriff shall not be liable for any damage, deficiency, error of description or point out boundaries, pegs or beacons. The properties are also subject to all servitudes and conditions specified in the deed of transfer.

4. The full conditions of the sale may be inspected at the office of the Deputy Sheriff, Empangeni. Address: Old Sugar Mill, Empangeni.

Dated at Durban on this the 2nd day of March 1994.

E. B. King Lyne & Company, Plaintiff's Attorneys, 293 Clark Road, Off Manning Road, Durban. Docex address: DX 42, Durban, 15 Parry Road, Durban. (Ref. Maharaj/l/B038/1.)

Case 36/94

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

In the matter between **First National Bank of Southern Africa Limited**, Execution Creditor, and Executor of the estate of the late **Mohamed Cassim Osman Saib**, First Execution Debtor, and **Marium Ismail Osman Saib**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Richmond, dated 16 March 1994, the following immovable property will be sold in auction on Friday, 20 May 1994 at 09:30, at the Sheriff's Sale-room, Cranford Farm, Richmond, to the highest bidder:

Lot 12, Richmond, situated in the Township of Richmond, Administrative District of Natal, in extent 2023 square metres.

The following information is furnished regarding the property but is not guaranteed:

The property which is situated at 1 Harding Street, Richmond, is a single-storey dwelling, consisting of kitchen, bathroom and three rooms, plus an outbuilding with two rooms.

Material conditions of sale:

The purchaser shall pay ten percent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditors attorneys to be furnished to the Sheriff for the Magistrate's Court, Richmond, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, Cranford Farm, Richmond, Natal.

Dated at Richmond on this the 15th day of April 1994.

Hugh L. Rethman, 58 Nelson Street, Richmond, P.O. Box 269, Richmond.

Case 1714/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Hlohlo Dlamini**, First Defendant, and **Mkhonzeni Dlamini**, Second Defendant

In pursuance of a judgment granted on 6 October 1992, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 25 May 1994 at 10:00, at the main south entrance of the Magistrate's Court, Umlazi (near the National and kwaZulu Flag Post), to the highest bidder:

Description: Ownership Unit No. 1136, in the Township of Umlazi BB, District of Umlazi, in extent of 428 square metres, represented and described on General Plan PB 30/1985, held by Virtue of Deed of Grant G4312/86, signed at Pretoria on 25 April 1986.

Physical address: BB 1136, Umlazi.

Improvements: Single storey brick under tile dwelling comprising three bedrooms, bathroom, dining-room, kitchen, garage, water and light facilities (the nature, extent, conditions and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Court Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. The purchaser shall be liable for payment of interest at the rate of 20% (twenty per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other 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, Umbumbulu, or at the offices of Strauss Daly Inc.

Dated at Durban on this the 15th day of April 1994.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001. (Ref. Mrs D. Varty-/Z08345/oe.)

Case 539/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Christopher Sibusiso Mbele**, Defendant

In pursuance of a judgment granted on 3 March 1994, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 20 May 1994, in front of the Magistrate's Court, 22 Moss Street, Verulam at 10:00, to the highest bidder:

Description: Ownership Unit F98 in the Township of kwaMashu, District Ntuzuma in extent of 226 square metres, represented and described on General Plan PB47/1987, held under Deed of Grant G003763/89 signed at Ulundi on 25 July 1989:

Physical address: F98 kwaMashu Township.

Improvements: Single storey block under asbestos dwelling, semi-detached simplex comprising of two bedrooms, bathroom and toilet, kitchen, lounge, water and light facilities (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. The purchaser shall be liable for payment of interest at the rate of 15,25% (fifteen comma two five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the office of the Sheriff, Inanda (Area 1) or at the offices of Strauss Daly Inc.

Dated at Durban this 13th day of April 1994.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001; C/o Oakford Priory, P.O. Oakford, Verulam. (Ref. Mrs D. Varty/Z22665/OE.)

Case 15014/93

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

In the matter between **Standard Bank of South Africa Limited**, Stannic Division, Plaintiff, and **Shakile Sugudhav**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Pietermaritzburg, dated 26 July 1993, the following property will be sold in execution on 20 May 1994 at 10:00, at the Magistrate's Court, Court-house Road, Port Shepstone to the highest bidder:

Lot 119, Marburg (Extension 4) situated in the Marburg Town Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 164 square metres, and held under Title T12376/1993.

The postal address of the property is corner Rippon Crescent and Heron Road, Marburg, Port Shepstone.

Improvements on the property consist of a double storey dwelling under brick and tile consisting of four flats, each flat consists of two bedrooms, lounge, kitchen, bathroom and toilet.

Nothing is guaranteed in these respects.

1. The property shall be sold to the highest bidder and subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and the title deeds, in so far as these are applicable.

2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash together with the selling commission immediately after the sale and the balance shall be paid or secured by a satisfactory bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court within ten (10) days of the date of sale.

3. Transfer shall be effected by the Plaintiff's Conveyancers and the purchaser shall pay all transfer dues, including transfer duty, current and arrear rates, taxes and other charges necessary to effect transfer upon request by the said Conveyancers.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court 20 Riverview Road, Sunwich Port, Port Shepstone.

Dated at Pietermaritzburg this 14th day of April 1994.

Brokensha, Meyer & Partners, Plaintiff's Attorneys, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg. (Ref. LRM/cch/S.541.)

Case 4993/93

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Thulani John Maduna**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 7 June 1993, the writ of execution dated 7 June 1993, the immovable property listed hereunder will be sold in execution on Friday, 20 May 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 914 and situated at 345 Mqalothi Road, Imbali Township, Pietermaritzburg, Natal, in extent 310 square metres and held by Deed of Grant 996.

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 deeds in so far as there are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 20,25% (twenty comma two five per centum) per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg.

Case 161/92

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Fana M. S. Nkambule**, Defendant

In pursuance of a judgment granted on 3 July 1992 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 May 1994 at 10:00, to be held at Office 2, Adams Building, Osborn Road, Eshowe.

1. (a) *Deeds office description:*

Ownership Unit B1632, situated in the Township of Sundumbilli, District of Inkanyezi, in extent 404 (four hundred and four) square metres.

1. (b) *Street address:* Unit B1632, Sundumbilli Township.

1. (c) *Property description (not warranted to be correct):* Single storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

1. (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 8th day of April 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K207/849 (849/92).]

Case 1580/93

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Moses Mhlongo**, Defendant

In pursuance of a judgment granted on 12 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 B1534, situated in the Township of Sundumbilli, District of Inkanyezi, in extent 321 (three hundred and twenty-one) square metres.

1. (b) *Street address*: Ownership Unit B1534, Sundumbilli.

1. (c) *Property description (not warranted to be correct)*: Single storey block under asbestos roof dwelling comprising of two bedrooms, lounge/dining-room, kitchen and bathroom. The property is fully electrified and on main sewerage.

1. (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 8th day of April 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K603/578 (578/93).]

Case 1106/91

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Khethiwe Thulisiwe Khuzwayo**, Defendant

In pursuance of a judgment granted 7 February 1992 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 May 1994 at 10:00, to be held at Office 2, Adams Building, Osborn Road, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B596, situated in the Township of Sundumbili, District of Inkanyezi, in extent 328 (three hundred and twenty-eight) square metres.

1. (b) *Street address*: Ownership Unit B596, Sundumbili.

1. (c) *Property description (not warranted to be correct)*: Single storey brick under asbestos roof dwelling comprising of two bedrooms, lounge/dining-room, kitchen and bathroom/toilet.

The property is fully electrified and on main sewerage.

1. (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 No. 2, Adams Building, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 8th day of April 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K207/815 (815/91).]

Case 1541/93

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Polenti Margaret Ngcobo**, Defendant

In pursuance of a judgment granted 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 B2000, situated in the Township of Sundumbili, District of Inkanyezi, in extent 546 (five hundred and forty-six) square metres.

1. (b) *Street address*: Ownership Unit B2000, Sundumbili.

1. (c) *Property description (not warranted to be correct)*: A single storey incomplete dwelling, no windows, doors, roof.

1. (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 8th 35024

Dated at Empangeni this 8th day of April 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K603/561 (561/93).]

Case 42773/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Ramlall Ramesar**, First Defendant, and **Tulasee Ammall Ramesar**, Second Defendant

In pursuance of a judgment granted 20 August 1992 in the Magistrate's Court for the District of Durban held at Durban, the 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:

Description: Lot 632, Tongaat, situated in the Township of Tongaat and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 088 (one thousand and eighty-eight) square metres.

Postal address: 65 Casuarina Drive, Casuarina Beach, Tongaat.

Improvements: Brick under tile with water and lights, partially fenced, split level building, huge frontage to the beach.

Main building:

Bottom level: Pantry, kitchen with built-in cupboards, lounge and dining-room, toilet, toilet and bath, two bedrooms with built-ins, bedroom with built-ins and dressing-room.

Top level: Two rooms.

Outbuilding: Two rooms, kitchen, toilet and bath.

Vacant possession is not guaranteed.

Nothing in respect of the sale notice is guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at Suite 7, First Floor, Foresum Centre, 314 Main Road, Tongaat.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 29th day of March 1994.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.)

Case 28478/93

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **N. F. Mitton (Proprietary) Limited**, First Execution Debtor, and **Neville Firth Mitton**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 20 December 1993, the following immovable property will be sold in execution on 20 May 1994 at 10:00, at the Sheriff's Office, 12 Campbell Road, Howick, to the highest bidder:

The Remaining Extent of the Township of Howick Extension 26, situated on Remainder of Subdivision 3 of Lot 753, Howick, Administrative District of Natal, in extent six comma three nine six three (6,3963) hectares;

The following information is furnished regarding the property, but is not guaranteed: The property is vacant land which has been laid out into 22 Lots in accordance with General Plan 458/1976 and known as Howick Extension 26.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 12 Campbell Road, Howick, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 12 Campbell Road, Howick, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 7th day of April 1994.

Tatham Wilkes & Compay, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 12318/92

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

In the matter between **Mr P. H. Moodley**, Execution Creditor, and **Kogilambal Moodley**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Pietermaritzburg and warrant of execution dated 28 February 1994, the following immovable property will be sold in execution on Friday, 20 May 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 5199 (of 5133) of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two hundred and forty-nine (249) square metres.

The following information is furnished regarding the property, but is not guaranteed: A double storey dwelling-house constructed of block under asbestos roof, three bedrooms, dining-room, toilet, lounge, kitchen, bathroom/toilet, situated at 53 Union Place, Bombay Heights, Pietermaritzburg.

Material conditions of sale:

1. The sale shall be subject to section 66 (2) of the Magistrate's Court Act.

2. 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 Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the attorneys for the Execution Creditor.

3. The purchaser shall be liable for the payment of interest at the rate of 15,5% (fifteen comma five per centum) per annum on the sum of R45 595,50 as from the date of the sale to the date of transfer.

Dated at Pietermaritzburg on this the 30th day of March 1993.

Poobie Govindasamy & Co., Judgment Creditor's Attorneys, 450 Longmarket Street, Pietermaritzburg.

Case 69581/93

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Mr Pierre Philippe Chauvet**, Execution Debtor

In pursuance of judgment granted on 13 January 1994, in the Durban Magistrate's Court and writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 19 May 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban, to the highest bidder:

Description: A certain piece of land being: Lot 29, Bluff, situated in the City of Durban, Administrative District of Natal, in extent 3 956 (three thousand nine hundred and fifty-six) square metres;

Postal address: 52 Sheffield Grove, Bluff, 4052.

Improvements: Brick under tile dwelling consisting of entrance hall, lounge, dining-room, family-room, kitchen, three bedrooms, bathroom/toilet, shower/toilet, toilet, patio, double garage, staffroom, toilet/shower and swimming-pool;

Town planning: Zoning: Special Residential; Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per 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, 101 Lejaton, 40 St Georges Street, Durban, or at our offices.

Dated at Durban on this the 31st day of May 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 219 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/016/024745/Mrs Chetty).

Saak 746/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Lalelani Joshua Mhkulise**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 4 Maart 1994, sal die ondervermelde eiendom op 18 Mei 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Site 7736, 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 14de dag van Maart 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 699/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Ndabazwe Henry Hlatswayo**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 4 Maart 1994, sal die ondervermelde eiendom op 18 Mei 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Site D 6204, 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 14de dag van Maart 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 35632/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Dewki Mithry**, Defendant

In pursuance of a judgment granted on 11 August 1992, in the Magistrate's Court for the District of Durban, held at Durban, the 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:

Description: Lot 4696, Tongaat Extension 31, situated in the Township of Tongaat and in the North Coast Regional Water Services Area, Administrative District of Natal, in extent 704 square metres.

Postal address: 4 Porpoise Place, Seatides, Tongaat.

Improvements: Brick under tile, fully fenced, drive way, three bedrooms, lounge, dining-room, kitchen, toilet and bathroom.

Vacant possession is not guaranteed.

Nothing in respect of the sale notice is guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at Suite 7, First Floor, Foresum Centre, 314 Main Road, Tongaat.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this the 7th day of March 1994.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

Case 13280/93

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 **Dennis Bruno Carpede**, First Execution Debtor, and **Dona Geraldene Carpede**, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Verulam and writ of execution, dated 26 January 1994, the property listed hereunder will be sold in execution on 20 May 1994 at 09:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Subdivision 15 of Lot 445, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, in extent seven hundred and thirteen (713) square metres (formerly known as Subdivision 5948 (of 5868) of the Farm Zeekoe Vallei No. 787)

Postal address: 57 Grouper Gardens, Newlands East, 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/dining-room, kitchen, three bedrooms, bathroom, w.c., patio, paving and pergola.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Inanda District Two. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown on this the 7th day of April 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/02/N012/202.)

Case 3547/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and
Edward George Armstrong, Defendant

In pursuance of a judgment granted on 10 December 1993, in the Court of the Magistrate, Port Shepstone, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on Friday, 20 May 1994 at 11:00, at the Magistrate's Court, Port Shepstone:

Description: A certain piece of land being: Lot 2527, Margate (Extension 4), situated in the Borough of Margate and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 948 (nine hundred and forty-eight) square metres.

Postal address: 16 Canterbury Drive, Margate.

Improvements: Dwelling under brick and slate roof consisting of two bedrooms, bathroom, open plan lounge/dining-room, kitchen, double garage. Outbuildings: Servant's room, toilet and shower, although nothing in this regard is guaranteed.

Town planning zoning: Residential.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2.1 The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court, within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Port Shepstone, or at our offices.

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

Meumann and White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/L. Holmes/019599.)

Case 970/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Raymond Clive Schwulst**,
 Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Pinetown and writ of execution dated 9 March 1994, the property listed hereunder will be sold in execution on 27 May 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

A unit consisting of:

(a) Section 86 as shown and more fully described on Sectional Plan SS309/91, in the scheme known as Paige Place, in respect of the land and building or buildings situated at 8 Raleigh Court, Portsmouth Road, Pinetown, Local Authority of Pinetown, of which the floor area, according to the said sectional plan is fifty-five (55) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: 8 Raleigh Court, Portsmouth Road, Pinetown.

Town planning zoning: Residential.

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

A sectional title flat consisting of lounge/dining-room, kitchen, bedroom, shower and w.c., common property facilities: Garden, parking and drying area.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown on this the 7th day of April 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 7011561.) (Ref. Mr Jenkins/02/N012/234.)

Case 766/93

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Simangele Caroline Makhathini**, Defendant

In pursuance of a judgment granted on 22 November 1993, in the above Court and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 May 1994 at 09:00 to be held at the Magistrate's Court, Mtunzini.

1. (a) *Deeds office description*: Ownership Unit H785, situated in the Township of Esikhawini, District of Ongoye, in extent 360 (three hundred and sixty) square metres.

1. (b) *Street address*: Ownership Unit H785, Esikhawini Township.

1. (c) *Property description (not warranted to be correct)*: Single storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

1. (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, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni on this the 7th day of April 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K600/459 (459/93).]

Case 593/93

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Hlekisile Eunice Mthethwa**, Defendant

In pursuance of a judgment granted on 22 July 1993 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 May 1994 at 09:00, to be held at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit J1232, situated in the Township of Esikhawini, District of Ongoye, in extent 338 (three hundred and thirty-eight) square metres.

1. (b) *Street address*: Ownership Unit J1232, Esikhawini Township.

1. (c) *Property description (not warranted to be correct)*: Single storey block under asbestos roof dwelling comprising of lounge, kitchen, two bedrooms and bathroom. The property is fully electrified and on main sewerage.

1. (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, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 7th day of April 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. 05/K600/374 (374/93)).

Case 34/94

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Raphael Mboneni Ngobese**, Defendant

In pursuance of a judgment granted on 15 February 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 24 May 1994 at 09:00, to be held at Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit J1514, situated in the Township of Esikhawini, District of Ongoye, in extent 338 (three hundred and thirty-eight) square metres.

1. (b) *Street address*: Ownership Unit J1514, Esikhawini Township.

1. (c) *Property description (not warranted to be correct)*: Single storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

1. (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, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 7th day of April 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. 05/K600/641 (641/94)).

Case 837/93

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Jabulani Eric Nzimande**, Defendant

In pursuance of a judgment granted on 9 February 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 24 May 1994 at 09:00, to be held at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit H889, situated in the Township of Esikhawini, District of Ongoye, in extent 338 (three hundred and thirty-eight) square metres.

1. (b) *Street address*: Ownership Unit H889, Esikhawini Township.

1. (c) *Property description (not warranted to be correct)*: Single storey block under asbestos roof dwelling comprising of lounge, dining-room, kitchen, three bedrooms and bathroom. The property is fully electrified and on main sewerage.

1. (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, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 7th day of April 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. 05/K600/534 (534/93)).

Case 677/92

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Sipho Jetro Mathaba**, Defendant

In pursuance of a judgment granted on 22 December 1992, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 May 1994 at 09:00, to be held at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit J490, situated in the Township of Esikhawini, District of Ongoye, in extent 405 (four hundred and five) square metres.

(b) *Street address*: Ownership Unit J490, Esikhawini Township.

(c) *Property description (not warranted to be correct)*: Single storey block under asbestos 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 exemptions. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 7th day of April 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K600/63 (63/93).]

Case 207/90

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Bhekithemba Buthelezi**, Defendant

In pursuance of a judgment granted on 11 September 1990, 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 20 May 1994 at 10:00, to be held at the Magistrate's Court, Reinhold Street, Melmoth:

1. (a) *Deeds office description*: Ownership Unit B-74, situated in the Township of Ulundi, District of Mahlabatini, in extent 1 305 (one thousand three hundred and five) square metres.

(b) *Street address*: Ownership Unit B-74, Ulundi.

(c) *Property description (not warranted to be correct)*: Single storey block under tiled roof dwelling comprising of two bedrooms, lounge, dining-room, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/Special privileges or exceptions*: No special privileges or exemptions. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mahlabatini, and at the office of the Sheriff of the Magistrate's Court, Reinhold Street, Melmoth.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 7th day of April 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K233/504 (504/90).]

Saak 230/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Jerome Lukhele**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 7 Maart 1994, sal die ondervermelde eiendom op 18 Mei 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteelk aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit A349, 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 11de dag van Maart 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 43163/93

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Thomas Smith Frame**, Execution Debtor

In pursuance of a judgment granted on 16 August 1993 in the Magistrate's Court for the District of Durban, held at Durban and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 19 May 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban:

Description: Subdivision 11 of 565 Bluff, situated in the City of Durban, Administrative District of Natal, in extent one thousand and twelve (1012) square metres held under Deed of Transfer T.21154/1974.

Street address: 101 Kiora Road, Bluff, Durban.

Improvements: A single storey house with attached to the house consisting of three bedrooms, two toilets, three bathrooms, lounge and dining-room (carpeted open place), kitchen with fitted cupboards and fully fenced.

Zoning: Special Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 18% (eighteen per centum) per annum to the bondholder, Nedcor Bank Limited (formerly NedpermBank Limited), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban South, 101 Lejaton, 40 St. George's Street, Durban.

Dated at Durban this 23rd day of March 1994.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. a. Pentecost.)

Case 3742/93

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

In the matter between **Syfrets Bank Limited**, Plaintiff, and **W. I. L. Investments (Pty) Ltd**, First Defendant, **High Street Clothing Manufacturers (Pty) Ltd**, Second Defendant, **Dionissios Koumoudos**, Third Defendant, **Rodney Leslie Brett**, Fourth Defendant, and **336 South Coast Road (Pty) Limited**, Fifth Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property, owned by the abovenamed First Defendant, will be sold in execution on 18 May 1994 at 11:00, at the Magistrate's Office, Empangeni, Natal, to the highest bidder for cash, without reserve:

Sub-Division 28 (of 9) of Lot 2296, Richard's Bay, situated in the Borough of Richard's Bay, Administrative District of Natal, in extent 4 000 square metres.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 76 Alumina Allee, Alton, Richard's Bay, situated in the Borough of Richard's Bay, Natal.
2. The conditions of sale may be inspected at the offices of the Sheriff, Supreme Court, Empangeni, at the Old Sugar Mill, Empangeni, Natal, and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.
3. The improvements comprises of the following buildings made of brick and asbestos: Two warehouses, two offices, ablution block and boilerroom with boiler.

Dated at Pietermaritzburg this 7th day of March 1994.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. R. N. Scott/cr/S180.)

Case 24304/90

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Jabulani Christopher Nxumalo**, Defendant

In pursuance of a judgment of the Court of the Magistrate's, Pietermaritzburg, dated 22 February 1991, the writ of execution dated 22 February 1991, the immovable property listed hereunder will be sold in execution on Friday, 20 May 1994 at 11:00, at the Sheriff's sale room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 1376, Imbali 111, Edendale Township situated in the District of Pietermaritzburg, Natal, in extent 312 square metres, and as described on Deed of Grant 661.

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 deeds insofar 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 at the rate of 18,5% (eighteen comma five per centum) per annum to date of payment.
4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. K1L/236/gd.)

Case 970/93

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

In the matter between **First National Bank Limited**, Plaintiff, and **Siprofetho Bhekithemba Jali**, Defendant

In pursuance of a judgment granted on 9 December 1993, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 24 May 1994 at 09:00, at the Magistrate's Court Building, Mtunzini:

Ownership Unit H3719, situated in the Township of Esikhawini, District of Ongoye, measuring 330 (three hundred and thirty) square metres in extent, represented and described on General Plan No. 269/1991, and held under Deed of Grant G003538/91, dated 29 July 1992.

Street address Unit H3719, Esikhawini, District of Ongoye.

Property description (not warranted to be correct): Dwelling-house.

Special residential zoning, no special privileges or exemptions.

The conditions of sale may be inspected at the office of the Clerk of the Court, Magistrate's Court Mtunzini, and at the office of the Sheriff of the Magistrate's Court Mtunzini.

The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay on this 22nd day of March 1994.

Schreiber Smith, Suite 1, Richards Park Building, P.O. Box 1327, Richards Bay, 3900, c/o Schreiber Smith, Yellowwood Lodge, Norman Tedder Lande, P.O. Box 175, Empangeni, 3880. (Ref. Mrs Pascau/11/F0035/93.)

Case 2258/93

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

In the matter between **kwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Mandlenkosi Kenneth Cembali**, Defendant

In pursuance of a judgment of the Court, of the Magistrate of Newcastle, and a writ of execution dated 11 June 1993, the undermentioned property will be sold in execution on 25 May 1994 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Site No. Unit No. C3189, 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 conclusion of the auction.
- (2) The property is sold voetstoots and subject to the conditions of the Deed of Grant.

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

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, S.A. Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

Case 114/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **kwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Stombana Josephine Majola**, Defendant

In pursuance of a judgment of the Court, of the Magistrate of Ezakheni, and a writ of execution dated 22 November 1993, the undermentioned property will be sold in execution on 17 May 1994 at 15:00, at the Magistrate's Court, Ezakheni, namely:

A certain Site 2438, Unit E, Ezakheni Township, District of Emnambithi.

The property is improved, but nothing is guaranteed, the conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, at 5 Poort Road, Ladysmith.

The conditions are mainly the following:

- (1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.
- (2) The property is sold voetstoots and subject to the conditions of the Deed of Grant.

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

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, S.A. Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle, c/o kwaZulu Finance & Investment Corporation, 31 Blou Street, Ezakheni Industrial Estate, P.O. Box 780, Ladysmith.

Case 3574/93

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

In the matter between **kwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Vusumuzi Josiah Mavimbela**, Defendant

In pursuance of a judgment of the Court, of the Magistrate of Newcastle, and a writ of execution dated 6 September 1993, the undermentioned property will be sold in execution on 18 May 1994 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Site 8613, Unit E, Madadeni Township.

The property is improved, but nothing is guaranteed, the conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, at 36 York Road, Newcastle.

The conditions are mainly the following:

- (1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.
- (2) The property is sold voetstoots and subject to the conditions of the Deed of Grant.

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

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, S.A. Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

Case 39730/93

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

In the matter between **Saambou Bank Ltd** (No. 87/05437/06), Plaintiff, and **C. R. Daniels**, First Defendant, and **S. Daniels**, Second Defendant

In pursuance of a judgment granted on 26 July 1993 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 May 1994 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: Lot 1256, Silverglen, in extent 1 448 square metres.

Postal address: 128 Lakeview Road, Chatsworth.

Improvements: A brick under tile roof dwelling comprising three bedrooms, lounge, kitchen, toilet and bathroom, plus basement with room, kitchen, toilet and shower and double garage (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2.1 The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Magistrate's Court of the Court within fourteen days after the sale to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by Saambou and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholder/s at the rate prescribed in the mortgage bond/s on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Chatsworth, at 12 Oak Avenue, Kharwastan.

Dated at Durban this 31st day of March 1994.

J. Krog, for Du Toit Havemann & Krog, Plaintiff's Attorney, Plaintiff's Attorney, Stafmayer House, Beach Grove, Durban. (Ref. 07S630269.)

Case 4985/93

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

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **Mandla Christopher Mngadi**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a writ of execution dated 7 December 1993, the undermentioned property will be sold in execution on 18 May 1994 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Site Unit 5232, Unit D, Madadeni Township.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

The conditions are mainly the following:

- (1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.
- (2) The property is sold voetstoots and subject to the conditions of the deed of grant.

Dated at Newcastle this 12th day of April 1994.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, S A Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

Case 8367/93

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

In the matter between **Body Corporate of Northgate**, Judgment Creditor, and **S. Sooful**, Judgment Debtor

In pursuance of judgment granted on 29 April 1993, in the Durban Magistrate's Court, and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 17 May 1994 at 14:00, at Magistrate's Court, Somsteu Road, Durban, to the highest bidder:

Description: Sectional plan 325/85 in the scheme known as Northgate, situated at Durban, in the Local Authority Area of Durban, in extent forty-seven (47) square metres.

Postal address: Flat 45, Northgate, 23 Goble Road, Durban.

Improvements: A flat consisting of bedroom, lounge, kitchen, bathroom/toilet, open balcony and open air parking-bay.

Held by the Defendant in his name under Deed of Transfer ST13848/92.

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 effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 15 Milne Street, Durban.

Dated at Durban this 12th day of April 1994.

R. C. Preston-Whyte, for D. K. Merret Associates, Plaintiff's Attorneys, 152 Essenwood Road, Durban, 4001; P.O. Box 50232, Musgrave, 4062. [Tel. (031) 22-1484.]

Case 41634/92

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

In the matter between **MLS Bank Limited**, Execution Creditor, and **Gilbert Theo Hinze**, Execution Debtor

In pursuance of a judgment granted on 1 February 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 20 May 1994 in front of the Magistrate's Court, Port Shepstone, at 10:00 to the highest bidder:

Description: $\frac{1}{2}$ (one half) share in and to Lot 878, Leasure Bay Extension 1, situated in the Administrative District of Natal, in extent 1 015 square metres, held under Title T17067/89.

Physical address: Lot 878, Leasure Bay Extension 1.

Improvements: Vacant land (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.
3. The purchaser shall be liable for payment of interest at the rate of 15,25% (fifteen comma two five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the office of the Sheriff, Port Shepstone, or at the offices of Strous & Prior.

Strous & Prior, Execution Creditor's Attorney, 11 Lennox Road, Greyville, Durban, 4023. (Ref. A. Prior/M.009.)

Case 882/93

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

In the matter between **Nedcor Bank Limited** (Reg. No. 51/00009/06), formerly Nedperm Bank Limited, Plaintiff, and **Sathasivan Reddy**, First Defendant, and **Dhanavathy Reddy**, Second Defendant

In pursuance of a judgment granted on 30 September 1993 in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on Friday, 20 May 1994 at 10:00, at the Magistrate's Court, Scott Street, Scottburgh.

Description: A certain piece of land being Subdivision 23 of the farm Crowder 6576, situated in the Administrative District of Natal, in extent 4,0411 (four comma nought four one one) hectares.

Postal address: Subdivision 23 of the farm Crowder 6576.

Improvements: Brick and plaster, split level dwelling under tiles, consisting of:

Upper level: Five rooms, bathroom with bath, toilet.

Lower level: Four rooms.

Premises in bad state of disrepair.

Town-planning: Zoning: Residential.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
 - 2.1 The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.
 - 2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment, both days inclusive.
 3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.
- The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Savell Place, Scottburgh South, or at our offices.

Dated at Durban on this 15th day of April 1994.

Meumann & White, Plaintiff's Attorney, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/VDG/010235.)

Case 456/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Nedcor Bank Limited** (Reg. No. 51/00009/06), formerly Nedperm Bank Limited, Plaintiff, and **Balakisten Vivusana Naidoo**, First Defendant, and **Dayalen Vivusana Naidoo**, Second Defendant

In pursuance of a judgment granted on 4 May 1993 in the Court of the Magistrate, Scottburgh, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on Friday, 20 May 1994 at 10:00, at the Magistrate's Court, Scott Street, Scottburgh.

Description: A certain piece of land being: Lot 159, Craigieburn Extension 2, situated in the Development Area of Craigieburn and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 970 (nine hundred and seventy) square metres.

Postal address: 4 Yellowwood Street, Craigieburn.

Improvements: Face brick and cement under tile, two level dwelling consisting of:

Lower level: Double garage, set tiled steps leading to front entrance, foyer, lounge, kitchen, dining-room, bedroom with incomplete M.E.S., cement stair case leading to second level.

Upper level: Balcony with seaviews, five bedrooms, one has M.E.S., bathroom with toilet. Dwelling not completed yet, i.e. no tile or carpeted floors, bathroom and M.E.S.s have not been tiled.

Town-planning: Zoning: Residential.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2.1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Savell Place, Scottburgh South, or at our offices.

Dated at Durban on this the 18th day of April 1994.

Meumann & White, Plaintiff's Attorney, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/VDG/010250.)

Case 3855/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Nomali Zondi**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Umlazi, at the main south entrance to the Umlazi Magistrate's Court, Umlazi (near the National and kwaZulu Flag Post), on Friday, 6 May 1994 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as: Ownership Unit 70, as shown on General Plan BA17/1966, situated in the Township of Umlazi, District Umlazi, in extent four hundred and seventy-four (474) square metres, held under Deed of Grant 6548/310.

Street address: D 70, Umlazi.

Improvements: A brick dwelling with asbestos roof comprising four bedrooms, bathroom, kitchen, diningroom/lounge, garage with no fencing.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Umlazi at the old Magistrate's Court's Building, Room 101, Section V1030, Umlazi.

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

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 21339/93

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

In the matter between **NBS Bank Limited**, Execution Creditor, and **Brian Desmond Banks**, Execution Debtor

In pursuance of a judgment granted on 3 December 1993, in the Magistrate's Court, Pietermaritzburg, and under writ of execution issued thereafter, in immovable property listed hereunder shall be sold in execution to the highest bidder on 20 May 1994 at 11:00, at the Sheriff's Sales-room, 277 Berg Street, Pietermaritzburg.

Description: Section 1, as shown and more fully described on Sectional Plan 151/91 in the building or buildings known as Davlen Park, situated at Subdivision 551 (of 323) of the farm Shortts Retreat 1208, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 183 (one hundred and eighty-three) square metres.

Postal address: 11 Halstead Road, Pietermaritzburg.

The property consists of a mini-factory unit, being one of approximately twelve in a building having a steel frame with in-fill walls of brick, faced externally and faced and painted internally, with steel glazing. The floor is of concrete and the roof of I.B.R. sheeting on steel, pitched with sisalation and further comprises a storage/sales area, office, changeroom with shower and two toilets.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The Purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 (fourteen) days after the sale to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per cent) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty of Value-Added Tax, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg on this the 18th day of April 1994.

P. L. Firman, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case 174/94

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

In the matter between Nedcor Bank Limited, Plaintiff, and **Heathret Investments (Pty) Ltd**, First Defendant, and **L. Tosello**, Second Defendant

In pursuance of a judgment granted on 25 January 1994, in the Magistrate's Court and under a warrant of execution issued thereafter, 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, Chancery Lane, Pinetown:

Description: Lot 7 of the farm Clifton 939, situated in the Gillits-Eberton Health Committee Area and in the Pinetown Regional Water Services Area, Country of Durban, Province of Natal, in extent 4084 square metres, held by Deed of Transfer T18671/1973.

Physical address: Lot 7 of the farm Clifton 939 (York Road, Gillitts).

Improvements: Vacant land (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within fourteen (14) days after date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickinson & Theunissen.

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

Vivian Hugh Clift, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 364/93

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

In the matter between **Town Treasurer for the Borough of Pinetown**, Execution Creditor, and **S. S. Goutham**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 5 May 1993 and a warrant of execution issued on 3 June 1993, the following immovable property will be sold in execution on 20 May 1994 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Lot 4848, Pinetown Extension 51, situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 126 square metres, postal address 8 Hansa Place, Pinetown.

Improvements: Brick under tile dwelling consisting of three bedrooms, toilet/bathroom, kitchen and lounge/dining-room.

Town-planning zoning: Residential.

Special privileges: None known.

Nothing is guaranteed in the above respect.

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser (excluding the Judgment Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the conditions of sale, is payable against transfer, to be secured in the interim by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. Transfer will be effected by the Execution Creditor's attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in clause 5 of the conditions of sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said attorneys.

Dated at Pinetown this 14th day of April 1994.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 563/93

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

In the matter between **Town Treasurer for the Borough of Pinetown**, Execution Creditor, and **M. C. van Wyk**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 19 March 1993 and a warrant of execution issued on 15 April 1993, the following immovable property will be sold in execution on 20 May 1994 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Lot 8595, Pinetown Extension 67, situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 591 square metres, postal address 33 Cetus Place, Mariannridge, Pinetown.

Improvements: Brick under tile dwelling consisting of two bedrooms, toilet, bathroom, kitchen, lounge and dining-room.

Town-planning zoning: Residential.

Special privileges: None known.

Nothing is guaranteed in the above respect.

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser (excluding the Judgment Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the conditions of sale, is payable against transfer, to be secured in the interim by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. Transfer will be effected by the Execution Creditor's attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in clause 5 of the conditions of sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said attorneys.

Dated at Pinetown this 14th day of April 1994.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 41/93

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

In the matter between **Lymon Bongani Mazibuko**, Plaintiff, and **Bernard Mazibuko**, Defendant

In pursuance of a judgment in the above Honourable Court and a writ of execution dated 7 March 1994, the immovable property described hereunder will be sold in execution on 11 May 1994, in front of the Magistrate's Court, Newcastle, to the highest bidder:

Unit C135, Osizweni Township, Madadeni, Newcastle.

1. The property shall be sold by the Sheriff of the Magistrate's Court, Newcastle, to the highest bidder without reserve but subject to the provisions of section 66 and of the Magistrates' Courts Act, No. 32 of 1944, as amended.
2. A deposit of 10% (ten per cent) shall be payable on the day of the sale.
3. The balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within one month after sale.
4. The property will be sold subject to the rights of any existing tenant.
5. The Execution Creditor shall be entitled to appoint attorney to attend to transfer.

Dated at Newcastle this 31st day of March 1994.

E. A. Jadwat & Co., 9 Nedbank Centre, Harding Street, P.O. Box 2761, Newcastle, 2940.

Case 4639/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited** (trading as Nedbank), Plaintiff, and **Roopduth Hoopdeo** (trading as Roopsands Cartage), Defendant

In pursuance of a judgment of the above Honourable Court dated 22 June 1993, a sale in execution will be held on Friday, 20 May 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, when the following property will be sold by the Sheriff of the Magistrate's Court for the District of Inanda, to the highest bidder:

Lot 4063, Verulam Extension 38, situated in the Borough of Verulam, and in the Port Natal-Ebhodwe Joint Services Area, Administrative District of Natal, in extent one thousand three hundred and seventy-seven (1 377) square metres, with the postal and street address of 14 Kingfisher Crescent, Suncrest, Verulam.

Improvements: The following information is furnished but nothing is guaranteed in this regard: The property consists of vacant land.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Inanda, District 2, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 16th day of April 1994.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N271.3229/93.)

Case 11887/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Champion Boy Shabalala**, Defendant

In pursuance of a judgment of the above Honourable Court dated 3 January 1994, a sale in execution will be held on Friday, 20 May 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, when the following property will be sold by the Sheriff of the Magistrate's Court for the District of Inanda, to the highest bidder:

Ownership Unit G977, in the Township of kwaMashu, District of Ntuzuma in extent of 288 square metres, represented and described on General Plan PB270/88, with the postal and street address of Unit G977, kwaMashu.

Improvements: The following information is furnished but nothing is guaranteed in this regard: The property consists of a brick under asbestos roof dwelling with light and water facilities comprising of two bedrooms, lounge, kitchen and outside toilet with no bathroom.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, for the District of Inanda, Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Avenues, Mountview, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 16th day of April 1994.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N423.3406/93.)

Case 57153/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Nayoca Investments CC** (CK90/25222/93), Defendant

In pursuance of a judgment granted on 10 February 1994, in the Magistrate's Court for the District of Durban held at Durban, the 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:

Description: Lot 866, Westville, situated in the Borough of Westville, Administrative District of Natal, in extent one comma naught six seven four (1,0674) hectares, postal address 18/24 Monarch Road, Westville.

Improvements: Vacant land.

Vacant possession is not guaranteed.

Nothing in respect of the sale notice is guaranteed:

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at 62 Caversham Road, Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 15th day of April 1994.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

Case 3146/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **Natal Building Society Limited**, Plaintiff, and **J. M. Mkhize**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 15 September 1993 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 17 May 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Lot B3508, Ezakheni, District of Ennambithi, in extent 300 (three hundred) square metres, as shown on General Plan BA207/1970, held under Certificate of Right of Leasehold G005198/91.

The following information is furnished regarding the improvements though in this respect nothing is guaranteed: Zoning Residential.

Improvements (the accuracy hereof is not guaranteed): Concrete block under corrugated iron dwelling, comprising two bedrooms, living-room, kitchen, bathroom and w.c., no outbuildings.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 17 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 (one hundred rand) in value above the preceding bid shall be accepted by the Sheriff.
3. The purchase price shall be paid as to 10% (ten per cent) deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
4. 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.
5. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff, Ladysmith.

Dated at Ladysmith this 15th day of April 1994.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CN0258.)

Case 4999/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Ian Malcolm William Pettigrew**, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division), dated 9 September 1993 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the acting Sheriff for the Supreme Court, Pinetown, on Friday, 20 May 1994 at 10:00, on the steps of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder without reserve.

Property description: Subdivision 2 of Lot 1368, Kloof, situated in the Borough of Kloof and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 3 482 square metres.

Improvements: Single-storey dwelling brick under tile: Entrance hall, kitchen, lounge, dining-room, three bedrooms and two bathrooms.

Outbuildings: Two servants' quarters and double garage.

Nothing in this regard is guaranteed.

Physical address: 2 Stormont Avenue, Kloof.

Town-planning zoning: Residential.

Material conditions and terms:

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 acting Sheriff within 14 (fourteen) days after the date of sale, to be approved by the Execution Creditor's attorneys.
3. Payment of Value-Added Tax which may be applicable in terms of Act No. 89 of 1991, shall be borne by the purchaser.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs, (if any) taxes, levies and other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Acting Sheriff of the Supreme Court, at 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban the 14th day of March 1994.

Jacobs & Partners, Plaintiff's Attorneys, 1401 Escoval House, 437 Smith Street, Durban. (Ref. PDJ/ph/A93:33.)

Case 75846/93

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

In the matter between **NBS Bank Limited** (87/01384/06), Execution Creditor, and **Timothy Mbanjwa**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court at Durban, dated 22 December 1993 and writ of execution issued thereafter, the property listed hereunder will be sold in execution on 19 May 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road entrance, Durban, to the highest bidder:

All the Defendant's right, title and interest in and to the leasehold over Lot 2458, Lamontville, situated in the City of Durban, Administrative District of Natal, in extent seven hundred and twenty-one (721) square metres, postal address: Unit 2458, Lamontville Township, P.O. Lamontville.

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

A brick under tile dwelling comprising of three bedrooms, bathroom (tiled), lounge, dining-room and kitchen (tiled).

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, 101 Lejaton Building, St Georges Street, Durban. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 19th day of April 1994.

John Hudson & Co., Attorneys for Execution Creditor, 1803 Eagle Building, 359 West Street, Durban. (Ref. Mr McAlerly/sc.)

Case 602/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Samuel Bekizizwe Jamile**, Plaintiff, and **Pumzile Jane Mkhize**, Defendant

In pursuance of the judgment granted on 11 December 1992, in the Supreme Court of South Africa, Durban and Coast Local Division 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 27 May 1994 at 10:00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown:

Property description: Erf 1517, Clermont, situated in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 468 square metres, postal address 1517 14th Street, Clermont, Clernaville, 3602.

Consisting of: 12 room double-storey, each floor being 132 square metres, two bathrooms and two toilets, face brick under concrete tiles, fully electrified with municipal water and conversion tank, outside toilet and walling.

Nothing is guaranteed in these respects.

Zoning: 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 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 Messenger of the Court, within 21 (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 18,5% (eighteen comma five per cent) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

4. Transfer shall be 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.

Dated at Durban this 18th day of April 1994.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban. (Tel. 305-7595.) (Ref. R. Reckling.)

Case 24355/93

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

In the matter between **A. Blaikie & Company (Pty) Limited**, trading as FT Building Supplies (Park Rynie), Plaintiff, and **Riaan Grobler**, Defendant

In pursuance of a judgment before the Magistrate of Durban, held at Durban, and writ of execution dated 2 June 1993, 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, Scott Street, Scottburgh, Natal:

Description: A certain piece of land being Lot 596, Scottburgh, situated in the Borough of Scottburgh and in the Southern Natal Joint Services Board Area, Administrative District of Natal, postal address 105 Galway Street, Scottburgh. *Town-planning:* Zoning. *In extent:* Two thousand and twenty-three (2 023) square metres.

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 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 of the Court, Scottburgh, or at our offices.

Dated at Durban this 18th day of April 1994.

Lyle & Lambert Inc., Plaintiff's Attorneys, 17th Floor, General Building, 47 Field Street, Durban. (Ref. CRL/FS.)

Case 84261/93

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Gordon George Scheepers**, Execution Debtor

In pursuance of a judgment granted on 25 January 1994, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 5 May 1994 at 14:00, in front of the Magistrate's Court, Somsteu Road, Durban, to the highest bidder:

Description: A certain Unit being:

(a) Section 18 as shown and more fully described on Sectional Plan SS235/1982, in the scheme known as Kemden in respect of the land and building or buildings situated at Durban, Local Authority of Durban of which the floor area, according to the said sectional plan is 91 (ninety-one) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: 26 Kemden, 275 Moore Road, Durban, 4001.

Improvements: Sectional title unit consisting of entrance-hall, lounge, dining-room, kitchen, two bedrooms, bathroom and toilet.

Town-planning: Zoning: Special residential. *Special privileges:* Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's 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, 21 Stafmayer House, Beach Grove, Durban, or at our offices.

Dated at Durban this 24th day of March 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/U072/027609/Mrs Chelin.)

**ORANJE-VRYSTAAT
ORANGE FREE STATE**

Saak 15047/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **A. Baadjies**, Eerste Eksekusieskuldenaar, **I. L. Baadjies**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 10 Januarie 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 20 Mei 1994 om 11:00, te die Tulbaghstraatingang van die Landdroshof, Welkom:

Erf 797 (Uitbreiding 6), geleë te en bekend as Goudstraat 41, Bronville, Welkom, gesoneer vir woondoeleindes, groot: 479 vierkante meter, gehou kragtens Transportakte T3239/92.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit sitkamer, kombuis, badkamer en motorafdak.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig;

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

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

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels en Smithgebou, Heerenstraat 26-28, Welkom.

Saak 2211/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **T. N. Koal**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 17 Maart 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 20 Mei 1994 om 11:00, te die Tulbaghstraatingang van die Landdroskantoor, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 18770, geleë te en bekend as Sunrise View 18770, Thabong, Welkom, gesoneer vir woondoeleindes, groot: 333 vierkante meter.

Gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL1506/91.

Verbeterings: 'n Tweeslaapkamerwoonhuis bestaande uit sitkamer, kombuis en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 14de dag van April 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26-28, Welkom.

Saak 24519/90

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Khaylethu Home Loans (Edms.) Bpk.**, Eiser, en **John Vuyisile Hluti**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op Vrydag, 20 Mei 1994 om 10:00, per publieke veiling deur die Balju, Bloemfontein, verkoop word:

Erf 18882, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Mangaung, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL 2852/89, grootte: 200 (tweehonderd) vierkante meter. *Verbeterings* (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamers.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

2. Deposito van 5% (vyf persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 dae na veiling.

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

4. Verdere voorwaardes by Balju ter insae.

Gedateer te Bloemfontein hierdie 5de dag van April 1994.

Naudes, Prokureurs vir Eiser, Derde Verdieping, Trustfonteingegebou, St Andrewstraat 151, Bloemfontein.

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

In the saak tussen **ABSA Bank Beperk**, Eiser, en **Johan Christiaan Pieterse**, Verweerder

Ten uitvoere van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) en kragtens 'n lasbrief tot uitwinning gedateer 16 Februarie 1994, sal die volgende eiendom per publieke veiling vir kontant op Vrydag, 6 Mei 1994 om 10:00, te Peetlaan, Landdroshof, Bloemfontein, verkoop word aan die hoogste bieder naamlik:

Sekere Erf 17645 (Bloemfontein-uitbreiding 120) geleë in die stad en distrik Bloemfontein, groot 999 vierkante meter, geleë te Springbokweg 88, Fauna, Bloemfontein.

Ten opsigte van voormelde verbeterings word egter geen waarborg verstrek nie.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju van die Hooggeregshof betaal, onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank of bougenootskapwaarborg wat binne een-en-twintig dae (21) na die datum van verkoping aan die Balju van die Hooggeregshof gelewer word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die tien persent (10%) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae te die kantore van Rosendorff & Reitz Barry, St Andrewstraat 119, Tweede Verdieping, Presidentgebou, Bloemfontein.

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

P. Wille, vir Rosendorff & Reitz Barry, Prokureur vir Eiser, Tweede Verdieping, Presidentgebou, St Andrewstraat 119, Bloemfontein.

Case 2909/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Derrick William Maile**, First Defendant, and **Lilia Lynette Maile**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the Magistrates' Courts Office, Baine Street, Sasolburg, on Friday, 20 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, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 15270, Sasolburg Township, District Parys, measuring 1 269 m², held by the Defendants under Deed of Transfer T6872/1991, being 6 Von Wielligh Street, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, garage, servant's room and shower/w.c.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or 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 23rd day of March 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72928/FCLS/Mr Brewer/djl.)

Case 4881/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Andries Petrus Pretorius**, First Defendant, and **Nicolene Pretorius**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the Magistrates' Courts Office, Bain Street, Sasolburg, on Friday, 20 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 Sasolburg at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 3067, Sasolburg Extension 3 Township, District Parys, measuring 917 m², held by the Defendants under Deed of Transfer T4816/1985, being 14 Brill Street, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, family room, three bedrooms, bathroom/w.c., kitchen, garage, store room and shower/w.c.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or 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 23rd day of March 1994.

Routledges Inc., Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z79065/FCLS/Mr Brewer/djl.)

Saak 8/94

IN DIE LANDDROSHOF VIR DIE DISTRIK FAURESMITH GEHOU TE FAURESMITH

In die saak tussen **L. W. Kruger**, Eiser, en **P. J. J. en A. G. Barendse**

Ingevolge 'n vonnis toegestaan in die Fauresmith Hof en kragtens 'n lasbrief vir eksekusie teen goed uitgereik deur bogemelde Hof sal die volgende eiendom naamlik:

Erf 141, geleë in die dorp Luckhoff, distrik Fauresmith, groot 892 (agthonderd twee-en-negentig) vierkante meter, gehou kragtens Transportakte T21199/92.

Erf 1, geleë in die dorp Luckhoff, distrik Fauresmith, groot 2380 (tweeduisend driehonderd en tagtig) vierkante meter.

Erf 415, geleë in die dorp Luckhoff, distrik Fauresmith, groot 1212 (eenduisend tweehonderd en twaalf) vierkante meter, beide eiendomme gehou kragtens Transportakte T9592/86, verkoop word op Woensdag, 11 Mei 1994 om 14:00, te die Landdroskantoor, Luckhoff.

Olivier & Havenga, Posbus 1, Van Riebeeckstraat 1, Fauresmith. [Tel. (051722) 3.]

Saak 20660/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **M & R Properties Ltd & Retail International (Pty) Ltd**, Eiser, en **Anna Elizabeth Labuschagne**, Eerste Verweerder, en **Pieter Willem Labuschagne**, Tweede Verweerder

Uit kragte van 'n vonnis van die Landdros vir die distrik Bloemfontein en kragtens 'n lasbrief gedateer 21 Januarie 1994, sal die volgende eiendom/me van die Verweerders per publieke veiling vir kontant op Vrydag, 20 Mei 1994 om 10:00, te die Peetlaan-ingang tot die Landdros, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 21981, geleë in die stad en distrik Bloemfontein, groot 1296 vierkante meter, gehou kragtens Transportakte T7980/83.

Die eiendom bestaan onder andere uit die volgende: Sitkamer, eetkamer, kombuis, badkamer, drie slaapkamers en motorhuis.

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 verstrekte word.

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser teen 19,25% (negentien komma twee vyf persent) per jaar bereken vanaf datum van die veiling 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 die 20ste dag van April 1994.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, NBS-gebou, Bloemfontein.

OPENBARE VEILINGS, VERKOPE EN TENDERS PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

JAAP VAN DEVENTER AFSLAERS

PUBLIEKE VEILING

Behoorlik daartoe gemagtig deur die Trustee in die insolvente boedel van **Coenie Strydom** sal die totale voorraad van die apteek bekend as **Midchem Apteek**, aangebied word op 6 Mei 1994 om 11:00, te die ondervermelde eiendom:

Eiendom: Midchem Apteek, OK-sentrum, Middelburg, 1050.

Verbeterings: Rekenaar en gewone artikels wat gewoonlik in 'n apteek beskikbaar is.

Afslersnota: Die apteek se voorraad vertoon netjies.

Voorwaardes van koop: Kontant of bankgewaarborgde tjek op die dag van die veiling.

Vir meer besonderhede kontak Hercules Campher (0132) 2-5203 (kantoorure) of 2-1170 (na-ure).

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, WOLMARANSSTAD op 20 Mei 1994 om 10:00 voor die Landdroskantoor te WOLMARANSSTAD die ondergemelde eiendomme by publieke veiling verkoop:—

(1) GEDEELTE 14 ('n gedeelte van Gedeelte 7) van die plaas GOEDGEDACHT 197, Registrasie Afdeling H.O., TRANSVAAL.,

GROOT: 78,2553 hektaar

(2) DIE RESTERENDE GEDEELTE van Gedeelte 6 ('n gedeelte van Gedeelte 2) van die plaas GOEDGEDACHT 197, Registrasie Afdeling H.O., TRANSVAAL;

GROOT: 467,8956 hektaar

Blykens Akte van Transport T30216/1977

in die naam van **ABRAM CHRISTOFFEL SWANEPOEL**

Ligging van hierdie eiendomme:—

Eiendomme (1) en (2)

31 km wes van Wolmaransstad

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) en (2)

Woonhuis, staalstoor, 2 steenstore, koeistal, selfvoerder en 2 arbeidershuise. Veekerend omhein en verdeel in kampe. 4 Boorgate, 4 damme en 4 suipkrippe.

Voornemende kopers se aandaag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprijs

(b) 2,5% Afslerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprijs;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

Die eiendomme word verkoop onderworpe aan die Staat se beweerde eiendomsreg oor staande oeste wat op die eiendomme mag wees.

VERWYSINGSNOMMER: AHAG 02846 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 14 April 1994.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, WOLMARANSSTAD op 20 Mei 1994 om 11:00 voor die Landdroskantoor te WOLMARANSSTAD die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Resterende gedeelte van gedeelte 3 van die plaas KLIPKUIL 65, Registrasie Afdeling H.P., Transvaal;

GROOT: 237,0438 hektaar

Eiendom (1) Blykens Akte van Transport T16264/1966

(2) Gedeelte 6 van die plaas PAARDEPLAATS 105, Registrasie Afdeling H.P., Transvaal;

GROOT: 458,0134 hektaar

Eiendom (2) blykens Akte van Transport T522/1973

(3) Resterende gedeelte van gedeelte 1 van die plaas VLAKPAN 226, Registrasie Afdeling H.O., Transvaal;

GROOT: 203,0106 hektaar

Eiendom (3) Blykens Akte van Transport T28032/1978

(Eiendom (1) is in 'n beheerde gebied naamlik CL-MAQUASSI HC PARTLY geleë.

Die aandaag van voornemende kopers word daarop gevestig dat hulle hulself moet vergewis of enige belastinge ten opsigte van die eiendom betaalbaar is.)

in die naam van COENDERAAD JOHANNES FREDERIK KOEGELENBERG

Ligging van hierdie eiendomme:

Eiendom (1) 5 km suid van Makwassie

Eiendom (2) 16 km suid van Makwassie

Eiendom (3) 10 km suid van Makwassie

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1) Woonhuis, 2 Boorgate, sementdam, 3 krippe en spruit. Veakerend omhein en verdeel in kampe.

Eiendom (2) 2 Woonhuise, selfvoerder, 2 melkstalle, motorhuis, 2 pakkamers, strykkamer, koeler, 3 store, stoor met afdak en gereedskapkamer. 6 Boorgate, 3 damme, 2 tenks en 6 krippe. Veakerend omhein en verdeel in kampe.

Eiendom (3) Woonhuis en stoor. 4 Boorgate, 2 damme, tenk en 2 krippe. Veakerend omhein en verdeel in kampe.

Voornemende kopers se aandaag 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.

VERWYSINGSNOMMER: AHAG 01014 02G 04G 05G 06G 07G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 21 April 1994.

VAN'S AFSLAERS**VEILING: KLEINHOEWE**

In opdrag van die Kurator van insolvente boedel **J. C. Hartley, T5165/93**, verkoop Van's Afslaers ondervermelde eiendom per openbare veiling, sonder reserwe, onderhewig aan bekragtiging, op Donderdag, 5 Mei 1994 om 11:00:

Te Hoewe 141, Kameeldrift-Oos, Pretoria, groot 8,5492 hektaar.

Verbeterings: Woonhuis met twee slaap-, twee bad-, studeer-, sit- en eetkamers, kombuis, borrelbad, motorhuis en swembad.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Skakel Van's Afslaers (012) 335-2974.

CONSILIOR (EDMS.) BEPERK**INSOLVENTE BOEDELVEILING VAN TWEE WOONEENHEDE, 18 MEI 1994 OM 11:00**

Gelas deur die Kurator in die insolvente boedel van **C. F. J. Meyer, Meestersverwysing No. T5181/93**, verkoop ons die volgende:

1. **Woonstel:** Deel 10 van Deeltitelplan 55 290/90, Emerald Park 10, Gedeelte 4 van Erf 144, Hennospark, Witstinkhoutstraat 111. Drieslaapkamerwoonstel met badkamer.

2. **Duplekswoonstel:** Gedeelte 19 van Erf 550, Hennospark-uitbreiding 4, Andersonstraat 19. Tweeslaapkamereenheid.

Voorwaardes van verkoop:

1. Deposito van 20% (twintig persent) betaalbaar in kontant of bankgewaarborgde tjek.

2. Waarborge vir die balans van die koopsom gelewer te word binne 30 dae.

3. Die verkoop is onderhewig aan bekragtiging deur die Kurator.

4. BTW eksklusief.

Navrae: Consilior (Edms.) Beperk. [Tel. (012) 348-5111.]

Na-ure: Dries Fourie [Tel. (012) 804-2190.]

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE E. LIESER, MASTER'S REFERENCE No. T1441/93**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 93 West Road North, Morningside Extension 106, District of Sandton, Transvaal, on Tuesday, 3 May 1994 at 10:30, a four-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE S. H. SMUTS, MASTER'S REFERENCE No. T4283/93**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 288 Castlehill Drive, Blackheath Extension 3, District of Johannesburg, Transvaal, on Wednesday, 4 May 1994 at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE B. BOGDANOVIC, MASTER'S REFERENCE No. T4110/93**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 16 Viscount Avenue, Helderkruijn, District of Roodepoort, Transvaal, on Monday, 2 May 1994 at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE G. C. JACOBS, MASTER'S REFERENCE No. T3841/93**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 35 Kritzingen Avenue, Brakpan, District of Brakpan, Transvaal, on Tuesday, 3 May 1994 at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE J. G. EHLERS, MASTER'S REFERENCE No. T5087/93**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Stand 20, Magaliesburg, situated on the R24 Magaliesburg/Krugersdorp/Rustenburg Road, on Wednesday, 4 May 1994 commencing 10:30, large property with business rights.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE J. AND F. M. J. LABUSCHAGNE, MASTER'S REFERENCE No. T112/94**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 388 Cabot Road, Lindhaven Extension 4, District of Roodepoort, Transvaal, on Thursday, 5 May 1994 at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

VAN'S AFLAERS**VEILING: EKSCLUSIEWE WOONERF**

In opdrag van die Kurator van insolvente boedel **F. J. Theron, T866/94**, verkoop Van's Afslaers ondervermelde eiendom per openbare veiling, sonder reserwe, onderhewig aan bekragtiging op Vrydag, 6 Mei 1994 om 11:00:

Te Glen Eaglesrylaan 154, Silver Lakes, Pretoria-Oos, groot 904 m².

Verbeterings: Onverbeterde erf in eksklusiewe woonbuurt.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Skakel Van's Afslaers (012) 335-2974.

LIBRA AFSLAERS**INSOLVENTE BOEDELVEILING: WOONHUIS, NOORDHEUWEL-UITBREIDING 4**

In opdrag van die Kurator in die insolvente boedel van **Karel van Zyl, Meestersverwysing No. T4148/93**, verkoop ons die ondergenoemde eiendom per openbare veiling by die perseel op Donderdag, 5 Mei 1994 om 14:00:

Eiendom: Dippenaarstraat 8, Noordheuwel-uitbreiding 4, Krugersdorp (Erf 626, Noordheuwel-uitbreiding 4, Krugersdorp).

Beskrywing: Teëldak siersteen noordaansig woning. Het drie slaapkamers, sit-/eetkamer gekombineer, badkamer, ingeboude kaste, matte en teëls, mure en draad omring die 1 485 vierkante meter erf.

Verkoopvoorwaardes: 20% (twintig persent) deposito van die koopprys in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Balans van koopprys verseker te word by wyse van 'n bankierswaarborg binne 21 dae na datum van bekragtiging.

Besigtiging: Deur afspak met die afslaers.

Navrae: Libra Afslaers (011) 674-2336. Giel Bezuidenhout/Marita Wright.

Ideale koop vir die beginner of enkelouer. Moet die veiling nie misloop nie!

KAAP • CAPE

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, SUTHERLAND op 20 Mei 1994 om 10:00 voor die Landdroskantoor te SUTHERLAND die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 1 van die plaas Meintjes Plaas Nr 56 in die Afdeling Sutherland

GROOT: 1238,9487 Hektaar

Eiendom (1) blykens Akte van Transport T32288/1965.

(2) Gedeelte 5 ('n gedeelte van Gedeelte 4) van die plaas Wolve Dance Nr 24 in die Afdeling Sutherland

GROOT: 1647,3116 Hektaar

Eiendom (2) blykens Akte van Transport T18516/1958

Eiendomme (1) tot (2) geregistreer in die naam van CORNELIUS JACOBUS NEL.

(3) Gedeelte 5 (Annex Onder Brandekraal) van die plaas MULDERSFONTEIN Nr 23, in die Afdeling SUTHERLAND

GROOT: 711,6481 Hektaar

(4) Gedeelte 4 (Onder Brandde Kraal) van die plaas Branddekraal Nr 22 in die Afdeling Sutherland

GROOT: 2553,7019 Hektaar

Eiendomme (3) en (4) blykens Akte van Transport T29349/1975 in die naam van JOHANNA JACOBA NEL.

Ligging van hierdie eiendomme:

Eiendomme (1) en (2) 56 km noordwes van Sutherland

Eiendomme (3) en (4) 67 km noordwes van Sutherland

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) en (2)

Woonhuis, skeerskuur, kafhok en koeistal, 2 buitekamers en 2 arbeidershuise. Ongediertewerend en veekerend omhein en verdeel in kampe. 8 Boorgate, 8 reservoirs, suipkrippe, 2 gronddamme en Klipkraalrivier.

Eiendomme (3) en (4)

2 Woonhuise, 2 sinkskure, koeistal en 4 arbeidershuise. Ongediertewerend en veekerend omhein en verdeel in kampe. 9 Boorgate, 7 reservoirs, kanaal, gronddam, suipkrippe en Visrivier.

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.

VERWYSINGSNOMMER: DBAC 00981 02G 03G 04G DBAC 00369 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 21 April 1994.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof vir die distrik Albert op 20 Mei 1994 om 10:00 voor die Landdroskantoor te BURGERSDORP die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 5 ('n gedeelte van Gedeelte 3) van die plaas COMMISSIE DRIFT nr. 30 in die Afdeling Albert

GROOT 6,7238 hektaar

(2) Gedeelte 4 (COMMISSIE DRIFT) van die plaas COMMISSIE DRIFT nr. 30 in die Afdeling Albert

GROOT 503,6408 hektaar

(3) Restant van die plaas COMMISSIE DRIFT nr. 30 in die Afdeling Albert

GROOT 653,9879 hektaar

(Eiendomme (1) tot (3) blykens Akte van Transport T21790/1978)

(4) Gedeelte 5 ('n gedeelte van Gedeelte 3) van die plaas RIET POORT nr. 67 in die Afdeling Aliwal-Noord

GROOT 539,9236 hektaar

(Eiendom (4) blykens Akte van Transport T65711/1988)

in die naam van LOUWRENS VAN DER WALT

Ligging van hierdie eiendomme:—

33 km wes van Aliwal-Noord

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

2 Woonhuise, 2 koeistalle, implementeskuur, stoorkamer, motorhuis en skuur. Veekerend omhein en verdeel in kampe. 2 Boorgate, 4 sementdamme, 10 suipkrippe, gronddam en Stormbergspruit.

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, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCAB 02185 01G/07G/10G/11G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 21 April 1994.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, MOLTENO op 20 Mei 1994 om 10:00 voor die Landdroskantoor te MOLTENO die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Restant van Gedeelte 1 van die plaas TOL KOP nr. 84 in die Afdeling Molteno

GROOT 427,4095 hektaar

(2) Gedeelte 18 (ROCKLYN) van die plaas SPREEUWKLOOF nr. 59 in die Afdeling Molteno

GROOT 1295,9329 hektaar

Eiendomme (1) en (2) blykens Akte van Transport T23461/1979

in die naam van **ADRIAAN HOWARD HATTINGH**

'n Gedeelte groot ongeveer 2,6860 hektaar van eiendom (2) is onteien deur die Munisipaliteit van Molteno.

Ligging van hierdie eiendomme:—

9 km suid van Molteno

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1): Woonhuis, motorhuis en pakkamer. Jakkalsproef omhein en verdeel in kampe. 2 Boorgate, 2 sementdamme, 6 drinkbakke en 3 fonteine.

Eiendom (2): 2 Woonhuise, 2 pakkamers, ramstal, melkstal, 4 skure, 2 silo's en 7 arbeidershuise. Veekerend omhein en verdeel in kampe. 7 Boorgate, 6 sementdamme, 4 fonteine, 28 drinkbakke en 18 gronddamme. Stormbergspruit.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCAP 02329 01G 05G 06G 07G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 21 April 1994.

NATAL

PUBLIC AUCTION

Instructed thereto by the Trustees of the insolvent estates **G. A. and J. C. Serfontein, Master's Reference N483/90** and **N484/90**, and **W. J. and R. J. van Pletzen, Master's Reference N218/93**, we shall sell by public auction on Friday, 20 May 1994 at 10:30:

Venue: Schonland St Industrial area, Newcastle.

The following moveable assets amongst others caravans, boats, household furniture, office furniture and a host of other items too numerous to mention.

For further information contact Brian Marwick, Maxprop Newcastle CC; P.O. Box 337, Newcastle, 2940. [Tel. (03431) 5-2300.]

ORANJE-VRYSTAAT ORANGE FREE STATE

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, HARRISMITH op 20 Mei 1994 om 10:00 voor die Landdroskantoor te HARRISMITH die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Onderverdeling 11 van die plaas WYNBERG 48, distrik Harrismith.

GROOT: 99,9061 hektaar

Eiendom (1) blykens Akte van Transport T3850/1981

(2) Onderverdeling 10 van die plaas WYNBERG 48, distrik Harrismith.

GROOT: 99,9640 hektaar

Eiendom (2) blykens Akte van Transport T6159/1972

(3) Onderverdeling 9 van die plaas WYNBERG 48, distrik Harrismith.

GROOT: 257,1009 hektaar

Eiendom (3) blykens Akte van Transport T3850/1981

(4) Onderverdeling 7 van die plaas WYNBERG 48, distrik Harrismith.

GROOT: 257,1109 hektaar

Eiendom (4) blykens Akte van Transport T6159/1972

(5) Onderverdeling 5 van die plaas WYNBERG 48, distrik Harrismith.

GROOT: 257,1195 hektaar

Eiendom (5) blykens Akte van Transport T1967/1976

in die naam van **PHILLIPUS JACOBUS CRONJE**

Ligging van hierdie eiendomme:—

36 km noordwes van Harrismith

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (5)

2 Woonhuise, 6 store, 2 graanbuise en melkstal. Veekerend omhein en verdeel in kampe. 5 Boorgate, 6 sementdamme, 10 suipkrippe en 4 gronddamme.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaaerskommissie 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, kooporeenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BAAF 00758 05G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 21 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.*



IMPORTANT!!

Placing of languages:

Government Gazettes

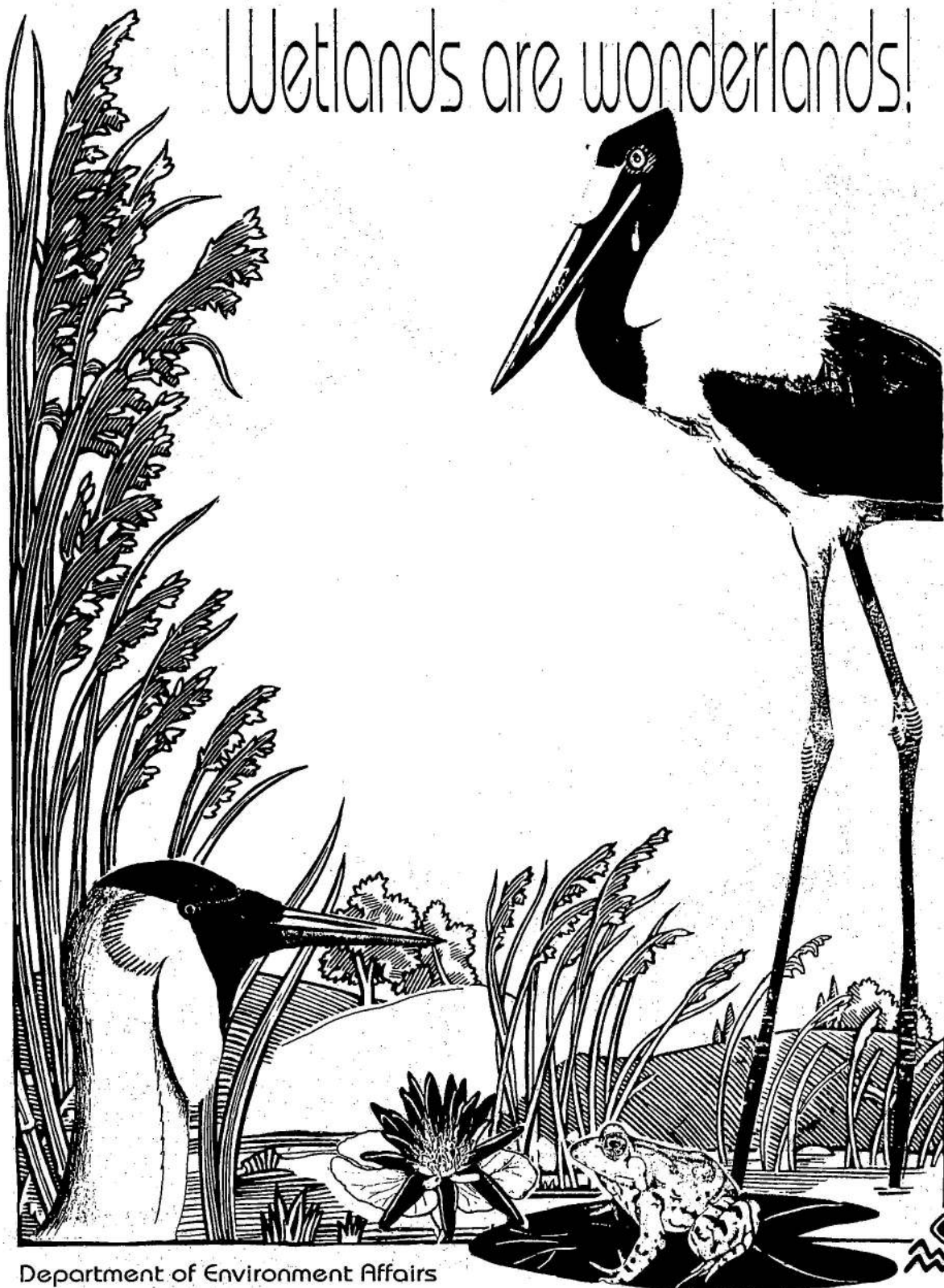
1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1993 to 30 September 1994, Afrikaans is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Act 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.*

Vleiland-wonderwêreld!




Departement van Omgewingsake

Wetlands are wonderlands!



Department of Environment Affairs

Werk mooi daarmee

Ons leef  daarvan

water is kosbaar

Use it

Don't abuse  it

water is for everybody

INHOUDSOPGAWE

WETLIKE KENNISGEWINGS

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